



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
SAMPLE CONSTRUCTION AGREEMENT**

This Contract, entered into this 23<sup>rd</sup> day of May, 2023, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and \_\_\_\_\_, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**MULTI SIDEWALK REPAIRS**

**ITB NO. 23-C00002/AP**

**SPRING HILL, FLORIDA**

**ARTICLE 1 – CONTRACT DOCUMENTS**

**1.01** The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

**1.01.1** The Contract Documents for Bid No. 23-C00002/AP consist of the following:

- |                                  |  |
|----------------------------------|--|
| <b>Solicitation-Offer-Award</b>  | <b>Bid Form</b>  |
| <b>Advertisement of Bid</b>      | <b>Required Forms and Certifications</b>                         |
| <b>Solicitation Instructions</b> | <b>Construction Agreement and Required Documents After Award</b> |
| <b>General Conditions</b>        | <b>Reference Documents</b>                                       |
| <b>Special Conditions</b>        |  |
| <b>Scope and Specifications</b>  |  |

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Bid
  2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    - a. Insurance Certificate
    - b. Payment and Performance Bond
- 1.02 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
  2. Change Order(s)
- 1.03 The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04 There are no Contract Documents other than those listed in this Article
- 1.05 The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

## ARTICLE 2 - THE ENGINEER

- 2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **NA**, for the plans and specifications. **Nicholas Babino, Hernando County Public Works Department, Or Stephen Stack, Hernando County Public Works Department** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

**ARTICLE 3 – CONTRACT TIMES**

**3.01** Time of the Essence:

**3.01.1** All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.02** Days to Achieve Substantial Completion and Final Payment:

**3.02.1** Vendor/Contractor agrees that the work will be substantially complete within **forty-five (45)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **sixty (60)** calendar days after the date indicated on the Notice to Proceed.

**3.03** Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **nine hundred fifty-eight (\$958.00)**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

**ARTICLE 4 – CONTRACT PRICE**

**4.01** Owner shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

**4.01.1** For all work other than unit price work, a Lump Sum of:

Two hundred forty-four thousand two hundred forty-one dollars and two cents	(\$244,241.02)
_____	
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 56.2.2.

**4.01.2** For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 56.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 56.3. Unit prices have been computed as provided in Paragraph 56.3.

**PRICE TABLES**  
**SPRING HILL DRIVE SIDEWALK LOCATIONS**  
Five (5) Feet Wide

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
1	12049 Spring Hill Drive	12	6.67	SY	\$149.59	\$997.7653
2	9123 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
3	9015 Spring Hill Dr.	9	5	SY	\$149.59	\$747.95
4	7567 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
5	7009 Spring Hill Dr.	17	9.44	SY	\$149.59	\$1,412.1296
6	7005 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
7	7001 Spring Hill Dr.	6	3.33	SY	\$149.59	\$498.1347
8	6213 Spring Hill Dr.	16	8.89	SY	\$149.59	\$1,329.8551
9	6153 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
10	6145 Spring Hill Dr.	15	8.33	SY	\$149.59	\$1,246.0847
11	6137 Spring Hill Dr.	8	4.44	SY	\$149.59	\$664.1796
12	6344 Spring Hill Dr.	30.5	16.94	SY	\$149.59	\$2,534.0546
13	6392 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
14	7016 Spring Hill Dr.	14	7.78	SY	\$149.59	\$1,163.8102

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
15	7048 Spring Hill Dr.	17	9.44	SY	\$149.59	\$1,412.1296
16	7072 Spring Hill Dr.	9	5	SY	\$149.59	\$747.95
17	7072 Spring Hill Dr.	9	5	SY	\$149.59	\$747.95
18	7224 Spring Hill Dr.	17.5	9.72	SY	\$149.59	\$1,454.0148
19	7224 Spring Hill Dr.	17	9.44	SY	\$149.59	\$1,412.1296
20	7268 Spring Hill Dr.	12	6.67	SY	\$149.59	\$997.7653
21	7556 Spring Hill Dr.	20	11.11	SY	\$149.59	\$1,661.9449
22	7556 Spring Hill Dr.	10	5.56	SY	\$149.59	\$831.7204
23	7560 Spring Hill Dr.	10	5.56	SY	\$149.59	\$831.7204
24	7566 Spring Hill Dr.	54	30	SY	\$149.59	\$4,487.70
25	8008 Spring Hill Dr.	25	13.89	SY	\$149.59	\$2,077.8051
26	8032 Spring Hill Dr.	15	8.33	SY	\$149.59	\$1,246.0847
27	8050 Spring Hill Dr.	20	11.11	SY	\$149.59	\$1,661.9449
28	8050 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
29	8060 Spring Hill Dr.	55	30.56	SY	\$149.59	\$4,571.4704
30	8060 Spring Hill Dr.	45	25	SY	\$149.59	\$3,739.75

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
31	8522 Spring Hill Dr.	10	5.56	SY	\$149.59	\$831.7204
32	9108 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
33	9108 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
34	9108 Spring Hill Dr.	35	19.44	SY	\$149.59	\$2,908.0296
35	9118 Spring Hill Dr.	20.5	11.39	SY	\$149.59	\$1,703.8301
36	10202 Spring Hill Dr.	5	2.78	SY	\$149.59	\$415.8602
<b>TOTAL</b>						<b>\$47,662.36</b>

**MARINER ODD SIDEWALK LOCATIONS**

Five (5) Feet Wide

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
1	6225 Mariner Blvd	21	11.67	SY	\$150.39	\$1,755.0513
2	5555 Mariner Blvd	21	11.67	SY	\$150.39	\$1,755.0513
3	5355 Mariner Blvd	9	5	SY	\$150.39	\$751.95
4	5355 Mariner Blvd	25	13.89	SY	\$150.39	\$2,088.9171
5	5231 Mariner Blvd	15	8.33	SY	\$150.39	\$1,252.7487



Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
6	5231 Mariner Blvd	15	8.33	SY	\$150.39	\$1,252.7487
7	5231 Mariner Blvd	5	2.78	SY	\$150.39	\$418.0842
8	5193 Mariner Blvd	10	5.56	SY	\$150.39	\$836.1684
9	5179 Mariner Blvd	6.5	3.61	SY	\$150.39	\$542.9079
10	4661 Mariner Blvd	4	2.22	SY	\$150.39	\$333.8658
11	4661 Mariner Blvd	34	18.89	SY	\$150.39	\$2,840.8671
12	4543 Mariner Blvd	95	52.78	SY	\$150.39	\$7,937.5842
13	4513 Mariner Blvd	45	25	SY	\$150.39	\$3,759.75
14	Across from 4488 Mariner Blvd	145	80.56	SY	\$150.39	\$12,115.4184
15	4411 Mariner Blvd	10	5.56	SY	\$150.39	\$836.1684
16	4351 Mariner Blvd	65	36.11	SY	\$150.39	\$5,430.5829
17	4169 Mariner Blvd	10	5.56	SY	\$150.39	\$836.1684
18	4125 Mariner Blvd	17	9.44	SY	\$150.39	\$1,419.6816
19	3449 Mariner Blvd	10	5.56	SY	\$150.39	\$836.1684
20	3369 Mariner Blvd	40	22.22	SY	\$150.39	\$3,341.6658
21	3297 Mariner Blvd	5	2.78	SY	\$150.39	\$418.0842

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
22	3209 Mariner Blvd	57	31.67	SY	\$150.39	\$4,762.8513
23	2317 Mariner Blvd	5	2.78	SY	\$150.39	\$418.0842
24	2277 Mariner Blvd	40	22.22	SY	\$150.39	\$3,341.6658
25	2157 Mariner Blvd	15	8.33	SY	\$150.39	\$1,252.7487
26	2137 Mariner Blvd	45	25	SY	\$150.39	\$3,759.75
27	2097 Mariner Blvd	15	8.33	SY	\$150.39	\$1,252.7487
<b>TOTAL</b>						<b>\$65,547.48</b>

**MARINER EVEN SIDEWALK LOCATIONS**

Five (5) Feet Wide

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
1	2096 Mariner Blvd	7	4.67	SY	\$155.43	\$725.8581
2	2096 Mariner Blvd	10	6.67	SY	\$155.43	\$1,036.7181
3	2320 Mariner Blvd	5	2.78	SY	\$155.43	\$432.0954
4	2320 Mariner Blvd	12	6.67	SY	\$155.43	\$1,036.7181
5	2320 Mariner Blvd	7	3.89	SY	\$155.43	\$604.6227



Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
6	2470 Mariner Blvd	12	6.67	SY	\$155.43	\$1,036.7181
7	2470 Mariner Blvd	9	5	SY	\$155.43	\$777.15
8	2478 Mariner Blvd	7	3.89	SY	\$155.43	\$604.6227
9	3140 Mariner Blvd	13	7.22	SY	\$155.43	\$1,122.2046
10	4080 Mariner Blvd	15	8.33	SY	\$155.43	\$1,294.7319
11	4080 Mariner Blvd	10	5.56	SY	\$155.43	\$864.1908
12	4080 Mariner Blvd	35	19.44	SY	\$155.43	\$3,021.5592
13	4080 Mariner Blvd	5	2.78	SY	\$155.43	\$432.0954
14	4080 Mariner Blvd	5	2.78	SY	\$155.43	\$432.0954
15	4080 Mariner Blvd	10	5.56	SY	\$155.43	\$864.1908
16	4080 Mariner Blvd	5	2.78	SY	\$155.43	\$432.0954
17	4106 Mariner Blvd	15	8.33	SY	\$155.43	\$1,294.7319
18	4288 Mariner Blvd	6	3.33	SY	\$155.43	\$517.5819
19	4488 Mariner Blvd	16	8.89	SY	\$155.43	\$1,381.7727
20	5030 Mariner Blvd	6	3.33	SY	\$155.43	\$517.5819
21	5030 Mariner Blvd	6	3.33	SY	\$155.43	\$517.5819

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
22	5090 Mariner Blvd	5	3.33	SY	\$155.43	\$517.5819
23	5302 Mariner Blvd	31	17.22	SY	\$155.43	\$2,676.5046
24	5306 Mariner Blvd	10	5.56	SY	\$155.43	\$864.1908
25	5346 Mariner Blvd	29	16.11	SY	\$155.43	\$2,503.9773
26	5400 Mariner Blvd	50	27.78	SY	\$155.43	\$4,317.8454
27	5416 Mariner Blvd	23	12.78	SY	\$155.43	\$1,986.3954
28	5424 Mariner Blvd	8	4.44	SY	\$155.43	\$690.1092
29	5440 Mariner Blvd	20	17.78	SY	\$155.43	\$2,763.5454
30	5498 Mariner Blvd	20	11.11	SY	\$155.43	\$1,726.8273
31	5542 Mariner Blvd	18	10	SY	\$155.43	\$1,554.30
32	6000 Mariner Blvd	9	5	SY	\$155.43	\$777.15
33	6000 Mariner Blvd	15	15	SY	\$155.43	\$2,331.45
34	6514 Mariner Blvd	20	11.11	SY	\$155.43	\$1,726.8273
35	6514 Mariner Blvd	10	5.56	SY	\$155.43	\$864.1908
36	6800 Mariner Blvd	46	30.67	SY	\$155.43	\$4,767.0381
37	6800 Mariner Blvd	14	7.78	SY	\$155.43	\$1,209.2454

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
TOTAL						\$50,224.09

NORTHCLIFFE SIDEWALK LOCATIONS

Five (5) Feet Wide

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
1	8454 Northcliffe Blvd	10	5.56	SY	\$178.30	\$991.348
2	9064 Northcliffe Blvd	30	16.67	SY	\$178.30	\$2,972.261
3	9166 Northcliffe Blvd	30	16.67	SY	\$178.30	\$2,972.261
4	9226 Northcliffe Blvd	24	13.33	SY	\$178.30	\$2,376.739
5	9236 Northcliffe Blvd	5	2.78	SY	\$178.30	\$495.674
6	9264 Northcliffe Blvd	37	20.56	SY	\$178.30	\$3,665.848
7	9334 Northcliffe Blvd	26	14.44	SY	\$178.30	\$2,574.652
8	9506 Northcliffe Blvd	33	18.33	SY	\$178.30	\$3,268.239
9	9576 Northcliffe Blvd	13	7.22	SY	\$178.30	\$1,287.326
10	9421 Northcliffe Blvd	111	61.67	SY	\$178.30	\$10,995.761
11	9373 Northcliffe Blvd	7	3.89	SY	\$178.30	\$693.587

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
12	9281 Northcliffe Blvd	24	13.33	SY	\$178.30	\$2,376.739
13	9249 Northcliffe Blvd	17	9.44	SY	\$178.30	\$1,683.152
14	9241 Northcliffe Blvd	12	6.67	SY	\$178.30	\$1,189.261
15	9167 Northcliffe Blvd	57	31.67	SY	\$178.30	\$5,646.761
16	9093 Northcliffe Blvd	15	8.33	SY	\$178.30	\$1,485.239
17	9001 Northcliffe Blvd	21	11.67	SY	\$178.30	\$2,080.761
18	8183 Northcliffe Blvd	15	8.33	SY	\$178.30	\$1,485.239
<b>TOTAL</b>						<b>\$48,240.84</b>

**LANDOVER SIDEWALK LOCATIONS**

Four (4) Feet Wide

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
1	5151 Landover Blvd	18	8	SY	\$178.30	\$1,426.40
2	5152 Landover Blvd	10	4.44	SY	\$178.30	\$791.652
3	4616 Landover Blvd	36	16	SY	\$178.30	\$2,852.80
4	4608 Landover Blvd	10	4.44	SY	\$178.30	\$791.652

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
5	4619 Landover Blvd	5	2.22	SY	\$178.30	\$395.826
6	4593 Landover Blvd	11	4.89	SY	\$178.30	\$871.887
7	4415 Landover Blvd	5	2.22	SY	\$178.30	\$395.826
8	3333 Landover Blvd	25	11.11	SY	\$178.30	\$1,980.913
9	3100 Landover Blvd	64	28.44	SY	\$178.30	\$5,070.852
10	South of Hemlock 2878	10	4.44	SY	\$178.30	\$791.652
11	2736 Landover Blvd	5	2.22	SY	\$178.30	\$395.826
12	2738 Landover Blvd	5	2.22	SY	\$178.30	\$395.826
13	2640 Landover Blvd	10	4.44	SY	\$178.30	\$791.652
14	2634 Landover Blvd	15	6.67	SY	\$178.30	\$1,189.261
<b>TOTAL</b>						<b>\$18,142.02</b>

**SEVEN HILLS SIDEWALK LOCATIONS**

Four (4) Feet Wide

Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
1	1175 Muscovy	8	3.56	SY	\$191.99	\$683.4844



Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
2	1208 Venetia	25	11.11	SY	\$191.99	\$2,133.0089
3	1234 Masada	16	7.11	SY	\$191.99	\$1,365.0489
4	1269 Hubbard	15	6.67	SY	\$191.99	\$1,280.5733
5	1281 Hubbard	6	2.67	SY	\$191.99	\$512.6133
6	1155 Overland	5	2.22	SY	\$191.99	\$426.2178
7	10405 Ventura	11	4.89	SY	\$191.99	\$938.8311
8	256 Woodstream	6	2.67	SY	\$191.99	\$512.6133
9	10340 Fairchild	10	4.44	SY	\$191.99	\$852.4356
10	10467 Fairchild	8	3.56	SY	\$191.99	\$683.4844
11	10430 Audie Brook	7	3.11	SY	\$191.99	\$597.0889
12	10400 Audie Brook	12	5.33	SY	\$191.99	\$1,023.3067
13	10364 Locker	6	2.67	SY	\$191.99	\$512.6133
14	1028 Tournament	8	3.56	SY	\$191.99	\$683.4844
15	1069 Hook	7	3.11	SY	\$191.99	\$597.0889
16	1017 Tournament	8	3.56	SY	\$191.99	\$683.4844
17	493 Rio Vista	11	4.89	SY	\$191.99	\$938.8311



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Line Item	Description	Linear Feet	Estimated Square Yards	Unit	Unit Cost	Total
TOTAL						\$14,424.20

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ESTIMATED TOTAL OF ALL UNIT PRICE WORK	\$	Two hundred forty-four thousand two hundred forty-one dollars and two cents	\$( <u>244,241.02</u> )
		(use words)	(figure)

**ARTICLE 5 – PAYMENT PROCEDURES**

**5.01** Submittal and Processing of Payments:

**5.01.1** Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

**5.02** Progress Payments; Retainage:

**5.02.1** Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

**5.02.1.1** Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

**5.02.1.1.1** Ninety-five percent (95%) of work completed (with the balance being retainage); and

**5.02.1.1.2** Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

**5.03** Final Payment:

**5.03.1** Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 59.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

**5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

## **ARTICLE 6 – INTEREST**

**6.01** All moneys not paid when due shall bear interest at the maximum legal rate.

## **ARTICLE 7 – VENDOR/CONTRACTOR’S REPRESENTATIONS**

**7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

- 7.01.1** Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- 7.01.2** Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- 7.01.3** Vendor/Contractor is familiar with and is satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.
- 7.01.4** Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.01.5** Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.01.6** Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.01.7** Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.
- 7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## **ARTICLE 8 – MISCELLANEOUS**

**8.01** Terms:

- 8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

**8.02** Assignment of Contract:

- 8.02.1** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**8.03** Severability:

- 8.03.1** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents

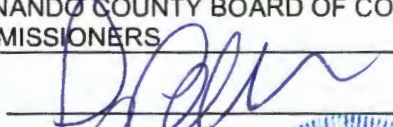
shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

**ARTICLE 9 – CONTRACT PAYMENT**

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Two Hundred Forty-Four Thousand Two Hundred Forty-One dollars and Two Cents (\$244,241.02) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

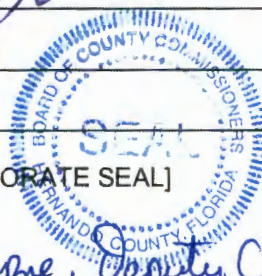
OWNER:  
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS



By: JOHN ALLOCCO

Title: CHAIRMAN

[CORPORATE SEAL]



  
Heidi Kuppe, Deputy Clerk

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

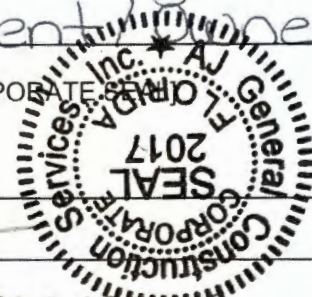
VENDOR/CONTRACTOR


AJ General Construction Services, Inc.

By: 

Title: President/Owner

[CORPORATE SEAL]



Attest: 

Title: Project manager

Address for giving notices:

5415 Shakespeare Dr.

Dover, FL 33527

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)