



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

This Contract, entered into this 13th day of July, 2021, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and The E and L Construction Group, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**JAIL SALLY PORT ADDITION AND ALPHA BUILDING RENOVATION – (PART B: ALPHA BUILDING RENOVATION ONLY)**

**ITB NO. 21-C00022/DK**

**BROOKSVILLE, 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. 21-C00022/DK consist of the following:

**Solicitation-Offer-Award**  
(Cover Page)

**Scope and Specifications**  
(Section VI)

**Advertisement of Bid**  
(Section I)

**Bid Form**  
(Section VII)

**Solicitation Instructions**  
(Section II)

**Required Forms and Certifications**  
(Section VIII)

**General Conditions**  
(Section III)

**Construction Agreement and Required Documents After Award**  
(Section IX)

**Special Conditions**  
(Section IV)

**Reference Documents**  
(Section X)

**Supplementary Conditions for Federal/State Requirements**  
(Section V) – NA

- Exhibit A – General Requirements and Technical Specifications
- Exhibit B – Plans/Drawings
- Exhibit C – Soil Boring Report
- Exhibit D – Asbestos Report

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 **AECOM Technical Services, Inc.**, for the plans and specifications. **Sam Burdin, Hernando County Facilities Maintenance** 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 **one hundred and eighty (180)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **two hundred and ten (210)** 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 **One Hundred Fifty and 00/100 (\$150.00) dollars**. 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:

Eight Hundred Seventeen Thousand, Seven Hundred Eleven and 00/100	(\$ <u>817,711.00</u> )
_____	
(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.

UNIT PRICE WORK

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
	<b>PART B: ALPHA BUILDING RENOVATION</b>				
1	MOBILIZATION	LS	1	\$157,797.00	\$ 157,797.00
2	PERMITS	LS	1	\$ 11,975.00	\$ 11,975.00
3	DEMO ALL EXISTING EIFS SOFFIT INCLUDING ANY DAMAGED METAL FRAMING - REPLACE DAMAGED FRAMING AND INSTALL ALL NEW STUCCO SOFFIT WITH METAL ROOFING PANELS AS NOTED ON PLANS. SEAL, CAULK, FLASH AND PAINT.	LS	1	\$226,007.00	\$ 226,007.00
4	DEMO ALL HVAC METAL AND FLEX DUCTWORK ENCLOSED IN SOFFIT - REPLACE ALL METAL AND FLEX DUCTWORK AS NOTED ON PLANS	LS	1	\$141,544.00	\$ 141,544.00
5	DEMO ALL DAMAGED ELECTRICAL CONDUIT, BOXES AND WIRE ENCLOSED IN SOFFIT - REPLACE ALL CONDUIT, BOXES AND WIRE	LS	1	\$ 26,800.00	\$ 26,800.00
6	DEMO ALL PLUMBING ENCLOSED IN SOFFIT - REPLACE ALL PLUMBING, STRAP AND INSULATE AS NOTED ON PLANS	LS	1	\$ 77,000.00	\$ 77,000.00
7	DEMO EXISTING EXTERIOR COMMERCIAL DOORS & FRAMES - REPLACE ALL EXTERIOR COMMERCIAL DOORS, FRAMES & HINGES. PATCH, SEAL AND PAINT AS NOTED ON PLANS	EA	28	\$ 2,857.00	\$ 79,996.00
8	DEMO EXISTING EXTERIOR DETENTION DOORS & FRAMES - REPLACE ALL EXTERIOR DETENTION DOORS, FRAMES, HINGES & DPS SWITCH. PATCH, SEAL AND PAINT AS NOTED ON PLANS	EA	11	\$ 5,546.00	\$ 61,006.00
9	INSTALL NEW SOFFIT LIGHTS IN WEST SOFFIT	EA	4	IN #5	\$ -
10	INSTALL NEW ACCESS PANELS AS NOTED ON PLANS	EA	8	\$ 3,625.00	\$ 29,000.00
11	PORT - O - LET	LS	1	IN #1	\$ -
12	DUMPSTER	LS	1	IN #1	\$ -
13	PERFORMANCE BOND	LS	1	\$ 6,586.00	\$ 6,586.00
	<b>TOAL PART B</b>				\$ 817,711.00



- 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 Eight Hundred Seventeen Thousand, Seven Hundred Eleven and 00/100 Dollars

(\$ 817,711.00) 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

VENDOR/CONTRACTOR  
THE E & L CONSTRUCTION GROUP, INC.

By: JOHN ALLOCCO

By: GREG KRUEGER

Title: CHAIRMAN

Title: PRESIDENT & CEO

[CORPORATE SEAL]

[CORPORATE SEAL]



*Susan Brewer, Deputy Clerk*

*Pam Crist*

Attest: Douglas A. Chorvat, Jr.

Attest: PAM CRIST

Title: Clerk of Circuit Court & Comptroller

Title: PAYROLL ADMIN / ACCOUNTING

Address for giving notices:

Address for giving notices:

15470 Flight Path Dr.

3040 AIRPARK DRIVE S

Brooksville, FL 34604

FLINT, MI 48507

Agent for service of process:

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