



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT**

This Contract, entered into this _____ day of _____, 2025, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Goodwin Brothers Construction, Inc., hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**HCUD Admin and Wiscon Facilities Improvements
ITB NO. 25-C00948/CT
Hernando County, 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 this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

Solicitation Document (ITB, RFQ or RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet

Solicitation

Introduction

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

Fully-executed Construction Contract

Attachments

A - Exhibit A - General Requirements and Technical Specifications_Combined-rev 1.24.2025

B - Exhibit B-1: ADMIN_Pavement & Roof Gutter_Arch Plans_signed

C - Exhibit C - Geotechnical Engineering Reports

D - Exhibit D - ERPs - Right-of-Way - FDEP Wastewater Permits

E - Exhibit B-2: ADMIN_Pavement & Roof Gutter_Civil Plans_signed-rev 2.11.2025

F - Exhibit B-3: OPS_Site Improvements_Civil Plans_signed-rev 2.11.2025

H - Exhibit B-5: OPS_Fuel Island_Civil Plans_signed-rev 2.11.2025

I - Exhibit B-6: OPS_Fuel Island_Electrical Plans_signed

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:

A field order;

Engineer's approval of a shop drawing or sample; or

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):

Vendor/Contractor's Pricing Proposal (Bid).

Documentation submitted by Vendor/Contractor after the Notice of Award:

Insurance Certificate.

Payment and Performance Bond.

The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

Notice to Proceed.

Change Order(s).

The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

There are no Contract Documents other than those listed in this section.

1.02 Amending and Supplementing Contract Documents: The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 16, titled "Changes in the Work; Claims". 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:

A. A field order;

- B. Engineer's approval of a shop drawing or sample; or
- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

- 1.03** Resolving Conflicts, Errors and Discrepancies in the Contract Documents: In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, drawings. Within the Solicitation Document 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 he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

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 **Thomas Burke, P.E., Stantec Consulting Services, Inc.,** for the plans and specifications. **Brad Smith, Project Manager or Gordon Onderdonk, P.E., Hernando County Utilities Department** will act as the County'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:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

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

Vendor/Contractor agrees that the work will be substantially complete within **two hundred forty (240) calendar days to substantial completion** after the commencement date indicated in the Notice to Proceed and ready for final payment within **three hundred ten (310) calendar days to final completion** after the date indicated on the Notice to Proceed.

- 3.03** Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the 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 **two hundred fifty dollars (\$250.00)** as liquidated damages. This liquidated damages 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 required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 County 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:

<u>LUMP SUM WORK</u>						
Line Item	REF #	Description	Est. Qty	UOM	Unit Price	Total Price
1	101-1 and 101-2.1	MOBILIZATION (SEE NOTES 1-3)	1	LS	\$266,250.00	\$266,250.00
HCUD ADMINISTRATION PAVEMENT REHABILITATION AND ROOF GUTTERING SYSTEM						
GENERAL CONSTRUCTION OPERATIONS						
2	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00
9	425-1	CONNECTION TO EXISTING STORM STRUCTURE	1	LS	\$6,899.37	\$6,899.37
INCIDENTAL CONSTRUCTION						
20	--	ROOF GUTTERING SYSTEM	1	LS	\$33,748.76	\$33,748.76
SIGNING, PAVEMENT MARKING AND LIGHTING						
21	'711	SIGNAGE AND PAVEMENT MARKINGS (STOP SIGNS, STOP BARS, PARKING STALLS)	1	LS	\$18,344.40	\$18,344.40
HCUD OPERATIONS SITE IMPROVEMENTS						
GENERAL CONSTRUCTION OPERATIONS						
22	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$1,500.00	\$1,500.00
56	--	METAL FRAME CANOPY (BUILDING 5 WASH DOWN AREA)	1	LS	\$91,852.76	\$91,852.76
58	580-1	LANDSCAPE COMPLETE (LARGE AND SMALL)	1	LS	\$60,000.00	\$60,000.00
59	590-1	LANDSCAPE IRRIGATION SYSTEM	1	LS	\$11,250.00	\$11,250.00
60	--	BUILDING 5 CARPORTS (3 TOTAL) REMOVE, STORE AND REINSTALL	1	LS	\$6,750.00	\$6,750.00
61	--	BUILDING 5 SHIPPING CONTAINERS (4 TOTAL) REMOVE, STORE AND REPLACE	1	LS	\$7,500.00	\$7,500.00
SIGNING, PAVEMENT MARKING AND LIGHTING						
62	'711	SIGNAGE AND PAVEMENT MARKINGS (STOP SIGNS, STOP BARS, PARKING STALLS)	1	LS	\$26,829.60	\$26,829.60
UTILITIES CONSTRUCTION						
63	--	SANITARY LIFT STATION LS-1 (MASTER)	1	LS	\$114,654.96	\$114,654.96
64	--	SANITARY LIFT STATION LS-2 (BUILDING 5)	1	LS	\$114,654.96	\$114,654.96
77	--	CONNECTION TO EXISTING FORCE MAIN	1	LS	\$10,435.00	\$10,435.00
78	--	FIBER COMMUNICATIONS AND CONDUIT, COMPLETE	1	LS	\$30,822.00	\$30,822.00
79	--	ADJUSTMENT / RE-ROUTING OF LIGHT POLES, WIRES AND EQUIPMENT	1	LS	\$0.00	\$0.00
80	--	UNDERGROUND ELECTRICAL SERVICE (SERVING BUILDING 5)	1	LS	\$18,000.00	\$18,000.00
HCUD OPERATIONS SITE IMPROVEMENTS - FUEL ISLAND						
GENERAL CONSTRUCTION OPERATIONS						
81	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$2,400.00	\$2,400.00

103	'711	SIGNAGE AND PAVEMENT MARKINGS (STOP SIGNS, STOP BARS, STRIPING)	1	LS	\$15,909.60	\$15,909.60
UTILITIES CONSTRUCTION						
104	--	WATER SERVICE CONNECTION AND CLEARANCE	1	LS	\$9,000.00	\$9,000.00
113	--	FIBER COMMUNICATIONS AND CONDUIT, COMPLETE	1	LS	\$11,160.00	\$11,160.00
119	SF-6	SITE FURNISHINGS (F&I) - FUEL ISLAND CANOPY	1	LS	\$435,205.06	\$435,205.06
121	SF-8	SITE FURNISHINGS (F&I) - ELECTRICAL COMPLETE (CONDUIT, WIRING, CONTROL PANEL, LIGHTING, POLES, ETC.)	1	LS	\$330,000.00	\$330,000.00
122	SF-9	SITE FURNISHINGS (F&I) - HIGH/LOW NUMERIC CONTROL KEY PAD AND KNOX BOX	1	LS	\$18,000.00	\$18,000.00
ALLOWANCE						
123	SF-10	SITE FURNISHINGS (F&I) - DFS ANTENNA, COMPLETE (ALLOWANCE)	1	LS	\$325,000.00	\$325,000.00
TOTAL LUMP SUM WORK:			One Million, Nine Hundred Eighty-One Thousand, One Hundred Sixty-Six Dollars and Forty-Seven Cents			\$ 1,981,166.47

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B, titled "Allowances" item no. 2, titled "Cash Allowances".

- 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 the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

<u>UNIT PRICE WORK</u>						
Line Item	REF #	Description	Est. Qty	UO M	Unit Cost	Total
HCUD ADMINISTRATION PAVEMENT REHABILITATION AND ROOF GUTTERING SYSTEM						
GENERAL CONSTRUCTION OPERATIONS						
3	104-18	INLET PROTECTION SYSTEM	7	EA	\$330.00	\$2,310.00
CLEARING CONSTRUCTION SITE						
4	110-1	CLEARING AND GRUBBING	0.7	AC	\$14,572.00	\$10,200.40
5	110-4	REMOVAL OF EXISTING CONCRETE	20	SY	\$240.00	\$4,800.00
BITUMINOUS TREATMENTS, SURFACE COURSES AND CONCRETE PAVEMENT						
6	350-1	REINFORCED CEMENT CONCRETE PAVEMENT (7" THICK, AT DUMPSTER LOCATION)	15	SY	\$237.60	\$3,564.00
7	--	PAVEMENT REPAIR (SEE NOTE 7)	2200	SY	\$12.32	\$27,104.00
8	--	1" ASPHALT OVERLAY (ENTIRE EXISTING PARKING LOT)	370	TN	\$186.53	\$69,016.10
STRUCTURES						

10	430-200	FLARED END SECTION, CONCRETE, 8"	1	EA	\$671.43	\$671.43
11	--	8" HDPE ROOF DRAIN PIPE (DOWNSPOUT BOOT TO MANIFOLD PIPE)	70	LF	\$134.72	\$9,430.40
12	--	12" HDPE PIPE	260	LF	\$133.21	\$34,634.60
13	--	YARD DRAIN (12")	3	EA	\$1,852.76	\$5,558.28
14	--	DOWNSPOUT CONNECTION BOOTS	7	EA	\$1,970.53	\$13,793.71
INCIDENTAL CONSTRUCTION						
15	520-2	CONCRETE CURB, TYPE D	15	LF	\$187.68	\$2,815.20
16	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	15	SY	\$420.00	\$6,300.00
17	530-3	RIPRAP (RUBBLE)	1	TN	\$2,201.48	\$2,201.48
18	570-12	PERFORMANCE TURF, SOD	300	SY	\$13.20	\$3,960.00
19	--	TREE ROOT BARRIER	250	LF	\$114.00	\$28,500.00
HCUD OPERATIONS SITE IMPROVEMENTS						
GENERAL CONSTRUCTION OPERATIONS						
23	104-10	SEDIMENT BARRIER (SILT FENCE)	4600	LF	\$3.30	\$15,180.00
24	104-15	SOIL TRACKING PREVENTION DEVICE	1	EA	\$7,800.00	\$7,800.00
25	104-18	INLET PROTECTION SYSTEM	10	EA	\$375.00	\$3,750.00
26	--	TREE PROTECTION BARRIER	3400	LF	\$4.20	\$14,280.00
27	--	WATER FOR DUST CONTROL (1,000 GALLONS)	10	TGAL	\$720.00	\$7,200.00
CLEARING CONSTRUCTION SITE						
28	110-1	CLEARING AND GRUBBING	7	AC	\$8,640.00	\$60,480.00
29	110-4	REMOVAL OF EXISTING CONCRETE	120	SY	\$90.00	\$10,800.00
EARTHWORK AND RELATED OPERATIONS						
30	120-1	REGULAR EXCAVATION	8500	CY	\$5.75	\$48,875.00
31	120-6	EMBANKMENT (SEE NOTE 4)	1500	CY	\$6.38	\$9,570.00
32	'160	STABILIZATION	5500	SY	\$2.93	\$16,115.00
BASE COURSES						
33	269-1	FULL DEPTH ASPHALT RECLAMATION	10500	SY	\$5.35	\$56,175.00
34	285-7	OPTIONAL BASE, BASE GROUP 06	5500	SY	\$14.90	\$81,950.00
BITUMINOUS TREATMENTS, SURFACE COURSES AND CONCRETE PAVEMENT						
35	327-7	MILLING EXISTING ASPHALT PAVEMENT	14500	SY	\$4.14	\$60,030.00
36	334-1	SUPERPAVE ASPHALT CONCRETE	2300	TN	\$171.11	\$393,553.00
37	350-1	REINFORCED CEMENT CONCRETE PAVEMENT (7" THICK, AT TRAILER PARKING AND WASH DOWN AREAS)	800	SY	\$174.00	\$139,200.00
STRUCTURES						
38	'400	CONCRETE OVERFLOW WEIR	10	CY	\$1,010.08	\$10,100.80
39	425-1529	INLETS, DT BOT, TYPE C, MODIFY	2	EA	\$5,636.77	\$11,273.54
40	425-1561	INLETS, DT BOT, TYPE F, <10'	3	EA	\$6,899.37	\$20,698.11
41	430-175115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"CD	160	LF	\$120.00	\$19,200.00
42	430-175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"CD	200	LF	\$120.21	\$24,042.00
43	430-175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"CD	320	LF	\$138.65	\$44,368.00

44	430-982123	MITERED END SECTION, OPTIONAL ROUND, 15"CD	1	EA	\$1,754.79	\$1,754.79
45	430-982125	MITERED END SECTION, OPTIONAL ROUND, 18"CD	1	EA	\$1,901.35	\$1,901.35
46	430-982129	MITERED END SECTION, OPTIONAL ROUND, 24"CD	2	EA	\$2,074.47	\$4,148.94
47	436-1	TRENCH DRAIN, STANDARD	50	LF	\$443.30	\$22,165.00
INCIDENTAL CONSTRUCTION						
48	520-1	CONCRETE CURB, TYPE D	350	LF	\$31.57	\$11,049.50
49	520-1	FLUSH CURB	270	LF	\$45.87	\$12,384.90
50	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	50	SY	\$194.40	\$9,720.00
51	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (BUILDING 5 AREA - SLAB AND APRONS)	400	SY	\$108.00	\$43,200.00
52	530-3	RIPRAP (RUBBLE)	15	TN	\$159.32	\$2,389.80
53	550-10220	FENCING, TYPE B, 6' STANDARD	200	LF	\$91.14	\$18,228.00
54	550-60233	FENCE GATE, TYPE B, SLIDE/CANTILEVER, 18.1-20' OPENING	2	EA	\$2,160.00	\$4,320.00
55	570-12	PERFORMANCE TURF, SOD	15000	SY	\$2.82	\$42,300.00
57	--	TREE ROOT BARRIER	700	LF	\$114.00	\$79,800.00
UTILITIES CONSTRUCTION						
65	--	SAND AND OIL INTERCEPTOR	1	EA	\$16,800.00	\$16,800.00
66	1050-18003	UTILITY PIPE, GROUT FILL AND PLACE OUT OF SERVICE (SANITARY)	370	LF	\$45.78	\$16,938.60
67	1050-31206	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6" (SDR-26 SANITARY)	435	LF	\$34.00	\$14,790.00
68	1050-31208	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8" (SDR-26 SANITARY)	400	LF	\$59.90	\$23,960.00
69	--	48" SANITARY MANHOLE	3	EA	\$12,784.58	\$38,353.74
70	1055-31706	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, CLEANOUT 6"	3	EA	\$2,091.28	\$6,273.84
71	1050-31202	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 2" (PVC SCH 80 FORCE MAIN)	730	LF	\$25.98	\$18,965.40
72	--	2" PVC SCH 80 RESTRAINED GASKETED BEND	6	EA	\$807.44	\$4,844.64
73	1050-31204	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 4" (PVC C-900 FORCE MAIN)	1720	LF	\$68.14	\$117,200.80
74	1080-29104	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH AND INSTALL, 4"	4	EA	\$741.46	\$2,965.84
75	1080-24104	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 4"	4	EA	\$2,515.84	\$10,063.36
76	1080-26104	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 4"	3	EA	\$29,126.38	\$87,379.14
HCUD OPERATIONS SITE IMPROVEMENTS - FUEL ISLAND						
GENERAL CONSTRUCTION OPERATIONS						
82	104-10	SEDIMENT BARRIER (SILT FENCE)	700	LF	\$3.30	\$2,310.00
83	104-15	SOIL TRACKING PREVENTION DEVICE	1	EA	\$8,400.00	\$8,400.00
84	104-18	INLET PROTECTION SYSTEM	3	EA	\$375.00	\$1,125.00

CLEARING CONSTRUCTION SITE						
85	110-1	CLEARING AND GRUBBING	0.75	AC	\$10,200.00	\$7,650.00
86	110-21	TREE PROTECTION BARRIER	470	LF	\$3.30	\$1,551.00
EARTHWORK AND RELATED OPERATIONS						
87	120-1	REGULAR EXCAVATION	1700	CY	\$7.63	\$12,971.00
88	120-6	EMBANKMENT (SEE NOTE 4)	1700	CY	\$7.63	\$12,971.00
89	160-4	STABILIZATION	1600	SY	\$1.73	\$2,768.00
BASE COURSES						
90	285-7	OPTIONAL BASE, BASE GROUP 06	1600	SY	\$14.90	\$23,840.00
BITUMINOUS TREATMENTS, SURFACE COURSES AND CONCRETE PAVEMENT						
91	334-1	SUPERPAVE ASHALTIC CONC, TRAFFIC C	185	TN	\$342.37	\$63,338.45
92	350-4	REINFORCED CEMENT CONCRETE PAVEMENT, 7" (FOR LANES)	530	SY	\$144.00	\$76,320.00
93	350-4	REINFORCED CEMENT CONCRETE PAVEMENT, 12" (FOR GENERATOR PAD)	25	SY	\$151.20	\$3,780.00
STRUCTURES						
94	425-1441	INLETS, CURB, TYPE J-4, <10'	1	EA	\$5,636.77	\$5,636.77
95	430-175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	210	LF	\$95.61	\$20,078.10
INCIDENTAL CONSTRUCTION						
96	519-78	BOLLARDS	14	EA	\$1,440.00	\$20,160.00
97	520-1	CONCRETE CURB, TYPE D & TRANSITIONAL	715	LF	\$21.60	\$15,444.00
98	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	35	SY	\$151.20	\$5,292.00
99	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	10	SY	\$252.00	\$2,520.00
100	550-10220	FENCING, TYPE B, 6' STANDARD	80	LF	\$96.00	\$7,680.00
101	550-60223	FENCE GATE, TYPE B, SLIDE/CANTILEVER, 24.1-30' OPENING	1	EA	\$1,560.00	\$1,560.00
102	570-12	PERFORMANCE TURF, SOD	2000	SY	\$3.00	\$6,000.00
SIGNING, PAVEMENT MARKING AND LIGHTING						
UTILITIES CONSTRUCTION						
105	1050-31202	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 2" (SCH 40 CASING)	110	LF	\$21.00	\$2,310.00
106	1050-41201	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 1"	150	LF	\$35.46	\$5,319.00
107	1050-41202	UTILITY PIPE- POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 2"	10	LF	\$39.58	\$395.80
108	--	UTILITY FIXTURE, WATER METER, FURNISH & INSTALL, 5/8"	1	EA	\$7,128.00	\$7,128.00
109	1081-22102	UTILITY FIXTURE, BACKFLOW ASSEMBLY, FURNISH & INSTALL, 1"	1	EA	\$0.00	\$0.00
110	--	UTILITY FIXTURE, HOSE BIB, FURNISH & INSTALL, 3/4"	2	EA	\$0.00	\$0.00
111	--	UTILITY FIXTURE, HOSE BIB ACCESS BOX, FURNISH & INSTALL	2	EA	\$0.00	\$0.00
112	'1644900	FIRE HYDRANT, RELOCATE	1	EA	\$10,200.00	\$10,200.00
SITE FURNISHINGS						

114	SF-1	SITE FURNISHINGS (F&I) - UNLEADED FUEL TANK (WITH CONCRETE FOUNDATION)	1	EA	\$231,366.00	\$231,366.00
115	SF-2	SITE FURNISHINGS (F&I) - DIESEL FUEL TANK (WITH CONCRETE FOUNDATION)	1	EA	\$231,366.00	\$231,366.00
116	SF-3	SITE FURNISHINGS (F&I) - TWO-WAY FUEL DISPENSERS WITH E-STOP (FOR FUEL TANKS)	4	EA	\$39,792.00	\$159,168.00
117	SF-4	SITE FURNISHINGS (F&I) - 1,000 GALLON DEF TANK WITH DISPENSER	1	EA	\$13,762.15	\$13,762.15
118	SF-5	SITE FURNISHINGS (F&I) - CARD READER PEDESTALS	2	EA	\$38,805.52	\$77,611.04
120	SF-7	SITE FURNISHINGS (F&I) - HYSECURITY SLIDESMART HD25 GATE OPERATOR	3	EA	\$17,109.60	\$51,328.80
TOTAL OF ALL UNIT PRICE WORK		Two Million, Nine Hundred Eighty-Two Thousand, Seven Hundred Forty-Seven Dollars and Eighty Cents				(\$2,982,747.80)

TOTAL (LUMP SUM + UNIT PRICE WORK)	Four Million, Nine Hundred Sixty-Three Thousand, Nine Hundred Fourteen Dollars and Twenty-Seven Cents	(\$4,963,914.27)
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ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, section titled “SPECIAL CONDITIONS”, paragraph 21, titled “Payments to Contractor and Completion”, subparagraph B, titled “Progress Payments”, subparagraph 1 titled “Application for Payments”, item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County 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, Section 218.735, F.S., 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 County Designated Representative may determine or County 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 County Designated Representative's recommendation of payment in accordance with the ITB, section titled “SPECIAL CONDITIONS”, paragraph 7.21, titled “Payments to Contractor and

Completion”, subparagraph B, titled “Progress Payments”, subparagraph 1 titled “Application for Payments”, item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County 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 County to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

ARTICLE 6 – INTEREST

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 County to enter into this Contract 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 with 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 with 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 County 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:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

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:

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 County 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 Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one 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 **Four Million, Nine Hundred Sixty-Three Thousand, Nine Hundred Fourteen Dollars and Twenty-Seven Cents (\$4,963,914.27)** and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

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SIGNATURES ON NEXT PAGE***

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

GOODWIN BROTHERS CONSTRUCTION, INC.

By: Daniel Goodwin Jr.

Title: President

[CORPORATE SEAL]

Attest: TOM CHORVAT

Title: PROJECT MANAGER

Address for giving notices:

14341 Ponce de Leon Blvd.

Brooksville, FL 34601-8431

Agent for service of process:

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