



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

This Contract entered into this ____ day of _____, 20__ , by and between the Hernando

County Board of County Commissioners, hereafter called the COUNTY and Manhattan Construction Company, hereinafter called the CONTRACTOR. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**Hernando County Judicial Center Renovations
BID NO. 22-CTS001
Brooksville, FL**

ARTICLE 1 - CONTRACT DOCUMENTS

1.01 The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated in CONTRACT PAYMENT section of this agreement 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. 22-CTS001 consist of the following:

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

Appendix 2 - Sample Change Order
Appendix 3 - Sample Application for
Payment

**Advertisement of Bid
(Invitation to BID)**

Appendix 4 - Maintenance of Traffic Plan
Appendix 5 - Utilities

**Solicitation Instructions
(Invitation to BID)**

Utility contact list
Utility verification
Utility coordination

**General Conditions
(Section A)**

Appendix 6 - Storm Water Pollution

Appendix 7 - E-verify Certification

Appendix 8 - Prequalification Submittal

Appendix 9 - Emergency Telephone
Numbers

**Special Conditions
(Section B)**

**Scope and Specifications
(Section D)**

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

**Bid Form
(Section E)**

Reference Documents

Exhibit B - Project Narrative &
Concept

Required Forms and Certifications

Section C - Insurance Requirements

Section F - Addenda Acknowledgement
Form

Section G - Statement of No BID

Section I - Bonds

Section J - Affidavit of Release and
Guarantees

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. Design Professional's approval of a shop drawing or sample; or
3. Design Professional'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 Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Design Professional 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 inserted or not.

Exhibits to this Agreement (as follows):

1. Contractor Pre-qualification Package
2. Technical Plans and Specifications including all addenda as prepared by Mason Blau and Associates titled "Hernando County Judicial Center Renovation" .
3. Contractor's Bid
4. Documentation submitted by 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 23.

ARTICLE 2 - THE DESIGN PROFESSIONAL

2.01 Design Professional in the administration of this Contract and any references to the Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm shall be deemed to mean **Mason Blau & Associates, Inc.**, for the plans and specifications. **Michael Mason, AIA, LEED AP** will act as the Design Professional's representative, assume all duties and responsibilities, and have the rights and authority assigned to Design Professional 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 Contractor Agrees that the work will be substantially complete within 427 days and final completion within an additional (30) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within (457) calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

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 Contractor the sum of **One Thousand Dollars (US) (\$1,000)**. This amount is the minimum measure of damages the County will sustain by failure of the 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 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:

Twenty-One Million, Four Hundred Fifty-Seven Thousand, One Hundred Sixteen and 00/100 _____ (words)	(\$21,457,116.00) (figure)
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All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 36F.

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 19, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Design Professional and Construction Administrator as provided in Paragraph 19

UNIT PRICE WORK

HERNANDO JUDICIAL RENOVATIONS		
Bid Pkg No.	Scope of Work	TOTAL
	GENERAL REQUIREMENTS	\$ 1,964,095
	GENERAL REQUIREMENTS - NON STAFF	\$ 561,286
	PERMITS	\$ 47,638
BP01A	STRUCTURAL REVIEW	\$ 26,250
BP01B	TESTING AND INSPECTION	\$ 25,125
BP01C	SURVEYING	\$ 25,000
BP01D	SHORING	\$ 40,427
BP01E	SECURITY	\$ 223,635
BP02B	DEMOLITION	\$ 487,396
BP02C	SOIL STABILIZATION AT ELEVATOR	\$ 102,000
BP03A	CONCRETE	\$ 912,981
BP04A	MASONRY	W/BP03A
BP05A	STRUCTURAL STEEL	\$ 336,615
BP05B	RAILINGS	\$ 43,338
BP06C	MILLWORK	\$ 1,269,594
BP07A	WATERPROOFING	\$ 75,847
BP07B	ROOFING	\$ 103,795
BP08A	DOORS FRAMES HARDWARE	\$ 653,841
BP08B	AUTOMATIC DOORS	W/BP08C
BP08C	STOREFRONT	\$ 303,607
BP09A	DRYWALL FRAMING	\$ 2,360,150
BP09B	STUCCO	W/BP09A
BP09C	TILE AND FLOORING	\$ 177,989
BP09D	ACOUSTICAL CEILINGS	\$ 201,851
BP09E	PAINTING AND COATINGS	\$ 277,734
BP10A	SPECIALTIES	\$ 41,257
BP10B	SIGNS AND PLAQUES	\$ 29,345
BP10C	CANOPIES	\$ 267,846
BP10A	DETENTION EQUIPMENT	\$ 318,958
BP12A	WINDOW SHADES	\$ 24,595
BP12B	FURNISHINGS	\$ 227,504
BP14A	ELEVATORS	\$ 342,726
BP21A	FIRE SPRINKLER	\$ 88,576
BP22A	PLUMBING	\$ 361,834
BP23A	HVAC	\$ 1,282,962
BP26A	ELECTRICAL	\$ 4,140,360
BP31A	SITWORK	\$ 1,294,334
BP32A	LANDSCAPE / IRRIGATION	\$ 35,371
	Subtotal	18,675,861
	Escalation Allowance (By Owner)	-
	Unforeseen Conditions Allowance (By Owner)	-
	General Liability	209,550
	Builder's Risk (Quote)	73,000
	Subtotal	18,958,411
	Fee	859,397
	GC Bond	139,308

Owners Contingency	1,500,000
TOTAL AMOUNT	21,457,116

ESTIMATED TOTAL OF ALL UNIT PRICE WORK \$Twenty-One Million, Four Hundred Fifty-Seven Thousand, One Hundred Sixteen and 00/100 \$(21,457,116.00)
 (use words) (figure)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

5.01.1 Contractor shall submit Applications for Payment in accordance with Paragraph 26. Applications for Payment will be processed by Design Professional and Construction Administrator 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 based on 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 Design Professional and Construction Administrator 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 Design Professional and Construction Administrator 's recommendation of payment in accordance with Paragraph 26, Owner shall pay Contractor the remainder of the Contract Price as recommended by Design Professional and Construction Administrator, less any sum Owner is entitled to set off against Design Professional and Construction Administrator '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 Construction Administrator and a final Certificate for Payment has been issued by the Design Professional and Construction Administrator.

ARTICLE 6 - INTEREST

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

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 To induce Owner to enter into this Agreement Contractor makes the following representations

7.01.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

7.01.2 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 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 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 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 Contractor has correlated the information known to 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 Contractor has given Design Professional written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Design Professional is acceptable to 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 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 Contractor for the faithful performance under this Contract for the agreed amount of Twenty-One Million, Four Hundred Fifty-Seven Thousand, One Hundred Sixteen and 00/100 Dollars (\$21,457,116.00) and is based on the lump sum prices contained herein and subject to additions or deductions and unit pricing if applicable as modified.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

VENDOR/CONTRACTOR
MANHATTAN CONSTRUCTION COMPANY

By: STEVE CHAMPION

By: _____

Title: CHAIRMAN

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Attest: _____

Title: Clerk of Circuit Court & Comptroller

Title: _____

Address for giving notices:

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

Agent for service of process:

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