



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

This Contract, entered into this _____ day of _____, 2023 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and _____ B.R.W. Contracting, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

BROOKSVILLE-TAMPA BAY AIRPORT – EASTSIDE ROADWAY IMPROVEMENTS

ITB NO. 23-CG0003/GL

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. 23-C00003/GL consist of the following:

Solicitation-Offer-Award

Advertisement of Bid

Solicitation Instructions

General Conditions

Special Conditions

**Supplementary Conditions for
Federal/State Requirements**

Scope and Specifications

Bid Form

**General Requirements and Technical
Specifications**

Required Forms and Certifications

**Construction Agreement and Required
Documents After Award**

Attachments - Reference Documents

- Exhibit A – 21026502_10_Plans
- Exhibit B – 21026502_100_Specs
- Exhibit C – 14819BKV Eastside
Geotechnical Report-Rev. 1 SS
- Exhibit D – SWFWMD As-Builts

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 solicitation Section Titled "SPECIAL CONDITIONS", paragraph 16. Titled "Changes in the Work; Claims".

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 **Avcon, Inc.** for the plans and specifications. **Andrew Johns, Brooksville-Tampa Bay Regional Airport, or Steve Miller, Brooksville-Tampa Bay Regional Airport** 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 **Schedule from Plans Sheet G007** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **Schedule from Plans Sheet G007** 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 **Two Thousand, Five Hundred Ninety-Two and 00/100 (\$2,592.00) 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:

Two million five hundred forty-nine thousand six hundred sixty-five dollars and twenty-five cents	\$2,549,665.25
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(words)

(figure)

All specific cash allowances are included in the above price and have been computed in accordance with solicitation Section Titled "SPECIAL CONDITIONS", paragraph 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 solicitation Section Titled "SPECIAL CONDITIONS", paragraph 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 Owner Designated Representative as provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work". Unit prices have been computed as provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work".

UNIT PRICE WORK

SCHEDULE A				B.R.W. Contracting, INC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	MOBILIZATION (BASE BID ONLY)	1	LS	\$50,000.00	\$50,000.00
X	2	MAINTENANCE OF TRAFFIC (BASE BID ONLY)	1	LS	\$35,000.00	\$35,000.00
		PREVENTION, CONTROL, AND ABATEMENT OF				
X	3	EROSION AND WATER POLLUTION (BASE BID ONLY)	1	LS	\$15,000.00	\$15,000.00
X	4	FULL DEPTH PAVEMENT DEMOLITION	140	SY	\$10.00	\$1,400.00
X	5	PAVEMENT MARKING REMOVAL	1	LS	\$1,000.00	\$1,000.00
X	6	CLEARING AND GRUBBING	6240	SY	\$15.00	\$93,600.00
X	7	STRIPPING	2345	SY	\$1.50	\$3,517.50
X	8	REGULAR EXCAVATION	2075	CY	\$10.00	\$20,750.00
		REWORKING EXISTING LIMEROCK BASE AT INTERFACE				
X	9	WITH NEW LIMEROCK BASE	150	LF	\$2.00	\$300.00
X	10	LIMEROCK BASE, 10-1/2" DEPTH	3600	SY	\$23.00	\$82,800.00
X	11	MILLING EXISTING ASPHALT PAVEMENT	590	SY	\$5.00	\$2,950.00
X	12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, SP-9.5	420	TN	\$175.00	\$73,500.00
X	13	8" PERFORATED UNDERDRAIN	975	LF	\$40.00	\$39,000.00
X	14	UNDERDRAIN CLEANOUT	4	EA	\$1,250.00	\$5,000.00
X	15	UNDERDRAIN OUTFALL	1	EA	\$2,500.00	\$2,500.00
X	16	15" RCP, CLASS III	228	LF	\$75.00	\$17,100.00
X	17	15" CONCRETE MITERED END SECTION	8	EA	\$2,000.00	\$16,000.00
		REMOVE EXISTING CHAIN LINK FENCE OR GATE WITH				
X	18	BARB WIRE	65	LF	\$10.00	\$650.00
X	19	PERFORMANCE TURF, SOD	5400	SY	\$5.00	\$27,000.00
X	20	RAISED PAVEMENT MARKER, TYPE B	4	EA	\$10.00	\$40.00
		PAINTED PAVEMENT MARKINGS, FINAL SURFACE				
X	21	(TEMPORARY)	1	LS	\$3,100.00	\$3,100.00
X	22	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	25	LF	\$25.00	\$625.00
		POTABLE WATER MAIN, 8" PVC, INCLUDING ALL TAPS,				
		FITTINGS, JOINT RESTRAINTS, LOCATE WIRE, TESTING,				
		AND ALL OTHER NECESSARY ACTIVITIES AND				
		APPURTENANCES REQUIRED FOR AN OPERATIONAL				
X	23	WATER MAIN	1450	LF	\$80.00	\$116,000.00
		FIRE HYDRANT ASSEMBLY, INCLUDING ALL TAPS,				
		FITTINGS, PIPE, GATE VALVE, LOCATE WIRE,				
		CONCRETE PADS, AND ALL OTHER NECESSARY				
		APPURTENANCES FOR A COMPLETE AND				
X	24	OPERATIONAL HYDRANT	3	EA	\$9,500.00	\$28,500.00
X	25	8" GATE VALVE	6	EA	\$3,500.00	\$21,000.00
X	26	8" GATE VALVE WITH FIRE STUBOUT AND PLUG	3	EA	\$4,500.00	\$13,500.00
		TEMPORARY WATER JUMPER, INCLUDING ALL				
		NECESSARY MATERIALS AND APPURTENANCES, AND				
X	27	REMOVAL	1	EA	\$4,000.00	\$4,000.00
		SANITARY SEWER, 8" PVC, INCLUDING ALL FITTINGS,				
		JOINT RESTRAINTS, LOCATE WIRE, TESTING, AND ALL				
		OTHER NECESSARY ACTIVITIES AND APPURTENANCES				
X	28	REQUIRED FOR AN OPERATIONAL SANITARY SEWER	600	LF	\$60.00	\$36,000.00
		SANITARY SEWER LATERAL, 6" PVC, INCLUDING ALL				
		FITTINGS, JOINT RESTRAINTS, LOCATE WIRE, TESTING,				
		AND ALL OTHER NECESSARY ACTIVITIES AND				
		APPURTENANCES REQUIRED FOR AN OPERATIONAL				
X	29	SANITARY SEWER	120	LF	\$50.00	\$6,000.00
		SANITARY SEWER CLEANOUT, INCLUDING RISER PIPE,				
X	30	PLUG, AND ALL OTHER NECESSARY APPURTENANCES	3	EA	\$750.00	\$2,250.00

		SANITARY FORCE MAIN, 4" PVC, INCLUDING ALL FITTINGS, JOINT RESTRAINTS, LOCATE WIRE, TESTING, TIE-IN TO EXISTING MANHOLE, AND ALL OTHER NECESSARY ACTIVITIES AND APPURTENANCES				
X	31	REQUIRED FOR AN OPERATIONAL FORCE MAIN	135	LF	\$40.00	\$5,400.00
X	32	SANITARY SEWER MANHOLE, COMPLETE IN PLACE LIFT STATION, INCLUDING ALL MATERIALS AND EQUIPMENT, SERVICE LINES AND METER, ELECTRICAL WORK, CONCRETE, FITTINGS, PLUMBING FOR FUTURE EXPANSION, AND ALL OTHER NECESSARY MATERIALS, APPURTENANCES, AND ACTIVITIES REQUIRED FOR AN OPERATIONAL LIFT STATION	4	EA	\$9,000.00	\$36,000.00
X	33	REMOVE EXISTING POTABLE WATER MAIN, 6", INCLUDING PLUG AT EXISTING MAIN TO REMAIN REMOVE EXISTING FIRE HYDRANT ASSEMBLY, INCLUDING GATE VALVE, CONCRETE, FITTINGS, AND ALL OTHER RELATED INCIDENTAL REMOVAL	1	EA	\$365,000.00	\$365,000.00
X	34	CHAIN-LINK FENCE, 6' WITH BARBED WIRE, BLACK PVC COATED FINISH	175	LF	\$15.00	\$2,625.00
X	35	SLIDING VEHICLE GATE, 6' WITH BARBED WIRE, 16'	1	EA	\$750.00	\$750.00
X	36	CLEAR OPENING, BLACK PVC COATED FINISH	220	LF	\$60.00	\$13,200.00
X	37	DUAL LEAF SWING GATE, 6' WITH BARBED WIRE, 24'	1	EA	\$5,937.50	\$5,937.50
X	38	CLEAR OPENING, BLACK PVC COATED FINISH	1	EA	\$5,312.50	\$5,312.50
X	39	GOPHER TORTOISE SURVEY AND PERMIT	1	LS	\$1,500.00	\$1,500.00
X	40	GOPHER TORTOISE EXCAVATION	15	EA	\$812.50	\$12,187.50
X	41	GOPHER TORTOISE RELOCATION	10	EA	\$7,500.00	\$75,000.00
		BASE BID (F				
		Total				\$1,240,995.00

SCHEDULE B				B.R.W. Contracting, INC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	42	MOBILIZATION (ADDITIVE BID 1 ONLY)	1	LS	\$25,000.00	\$25,000.00
X	43	MAINTENANCE OF TRAFFIC (ADDITIVE BID 1 ONLY)	1	LS	\$25,000.00	\$25,000.00
X	44	PREVENTION, CONTROL, AND ABATEMENT OF	1	LS	\$10,000.00	\$10,000.00
X	45	FULL DEPTH PAVEMENT DEMOLITION	4235	SY	\$6.00	\$25,410.00
X	46	REMOVE EXISTING 24" CMP	250	LF	\$15.00	\$3,750.00
X	47	REMOVE EXISTING 18"x 24" RCP	55	LF	\$15.00	\$825.00
X	48	REMOVE EXISTING MITERED END SECTION OR	10	EA	\$1,000.00	\$10,000.00
X	49	PAVEMENT MARKING REMOVAL	1	LS	\$2,500.00	\$2,500.00
X	50	CLEARING AND GRUBBING	735	SY	\$15.00	\$11,025.00
X	51	STRIPPING	2315	SY	\$2.00	\$4,630.00
X	52	REMOVE AND REPLACE MAILBOX	2	EA	\$350.00	\$700.00
X	53	REGULAR EXCAVATION	300	CY	\$10.00	\$3,000.00
X	54	REGRADE EXISTING ROADSIDE SWALE	2395	LF	\$2.00	\$4,790.00
X	55	REWORKING EXISTING LIMEROCK BASE AT INTERFACE	125	LF	\$10.00	\$1,250.00
X	56	LIMEROCK BASE, 13-1/2" DEPTH	4600	SY	\$29.00	\$133,400.00
X	57	MILLING EXISTING ASPHALT PAVEMENT	300	SY	\$6.00	\$1,800.00
X	58	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, SP-9.5	575	TN	\$175.00	\$100,625.00
X	59	RUMBLE STRIPS	1	LS	\$2,500.00	\$2,500.00
X	60	19"x30" ERCP, CLASS III	200	LF	\$150.00	\$30,000.00
X	61	19"x30" CONCRETE MITERED END SECTION	10	EA	\$3,500.00	\$35,000.00
X	62	PERFORMANCE TURF, SOD	4350	SY	\$5.00	\$21,750.00
X	63	RAISED PAVEMENT MARKER, TYPE B	19	EA	\$10.00	\$190.00
X	64	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$3,100.00	\$3,100.00
X	65	PAINTED PAVEMENT MARKINGS, YELLOW AND	1	LS	\$2,650.00	\$2,650.00
X	66	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8"	150	LF	\$2.00	\$300.00
X	67	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	100	LF	\$25.00	\$2,500.00
X	68	THERMOPLASTIC, STANDARD, WHITE, ARROWS	4	EA	\$150.00	\$600.00
X	69	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	525	LF	\$1.50	\$787.50
X	70	GOPHER TORTOISE SURVEY AND PERMIT	1	LS	\$1,500.00	\$1,500.00
X	71	GOPHER TORTOISE EXCAVATION	5	EA	\$812.50	\$4,062.50
X	72	GOPHER TORTOISE RELOCATION	3	EA	\$7,500.00	\$22,500.00
		ADDITIVE B				
		Total				\$491,145.00

SCHEDULE C				B.R.W. Contracting, INC		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	73	MOBILIZATION (ADDITIVE BID 2 ONLY)	1	LS	\$25,000.00	\$25,000.00
X	74	MAINTENANCE OF TRAFFIC (ADDITIVE BID 2 ONLY)	1	LS	\$25,000.00	\$25,000.00
X	75	PREVENTION, CONTROL, AND ABATEMENT OF	1	LS	\$15,000.00	\$15,000.00
X	76	FULL DEPTH PAVEMENT DEMOLITION	300	SY	\$10.00	\$3,000.00
X	77	REMOVE EXISTING 18"x 24" RCP	67	LF	\$15.00	\$1,005.00
X	78	REMOVE EXISTING MITERED END SECTION OR	3	EA	\$1,500.00	\$4,500.00
X	79	PAVEMENT MARKING REMOVAL	1	LS	\$4,500.00	\$4,500.00
X	80	CLEARING AND GRUBBING	2470	SY	\$10.00	\$24,700.00
X	81	STRIPPING	13985	SY	\$1.50	\$20,977.50
X	82	REMOVE AND REPLACE MAILBOX	6	EA	\$350.00	\$2,100.00
X	83	REGULAR EXCAVATION	1450	CY	\$10.00	\$14,500.00
X	84	REGRAVING EXISTING ROADSIDE SWALE	4865	LF	\$2.00	\$9,730.00
X	85	REWORKING EXISTING LIMEROCK BASE AT INTERFACE	7025	LF	\$1.50	\$10,537.50
X	86	LIMEROCK BASE, 13-1/2" DEPTH	2560	SY	\$29.00	\$74,240.00
X	87	MILLING EXISTING ASPHALT PAVEMENT	9600	SY	\$2.50	\$24,000.00
X	88	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, SP-12.5	1350	TN	\$175.00	\$236,250.00
X	89	RUMBLE STRIPS	1	LS	\$2,500.00	\$2,500.00
X	90	DITCH BOTTOM INLET, TYPE H, INCLUDING SWALE	1	EA	\$15,000.00	\$15,000.00
X	91	18" RCP, CLASS III	70	LF	\$100.00	\$7,000.00
X	92	18" CONCRETE MITERED END SECTION	1	EA	\$3,000.00	\$3,000.00
X	93	24" RCP, CLASS III	50	LF	\$150.00	\$7,500.00
X	94	36" CONCRETE MITERED END SECTION	1	EA	\$6,500.00	\$6,500.00
X	95	STRAIGHT CONCRETE ENDWALLS, 24", DOUBLE	1	EA	\$10,000.00	\$10,000.00
X	96	REMOVE EXISTING CHAIN LINK FENCE OR GATE WITH	1320	LF	\$1.00	\$1,320.00
X	97	PERFORMANCE TURF, SOD	15450	SY	\$5.00	\$77,250.00
X	98	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12	3	EA	\$500.00	\$1,500.00
X	99	RAISED PAVEMENT MARKER, TYPE B	13	EA	\$10.00	\$130.00
X	100	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$3,100.00	\$3,100.00
X	101	PAINTED PAVEMENT MARKINGS, YELLOW AND	1	LS	\$2,650.00	\$2,650.00
X	102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	5675	LF	\$1.65	\$9,363.75
X	103	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	115	LF	\$25.00	\$2,875.00
X	104	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR	2	EA	\$500.00	\$1,000.00
X	105	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	1460	LF	\$1.65	\$2,409.00
X	106	CHAIN-LINK FENCE, 6' WITH BARBED WIRE,	65	LF	\$100.00	\$6,500.00
X	107	CHAIN-LINK FENCE, 6' WITH BARBED WIRE, BLACK PVC	1220	LF	\$60.00	\$73,200.00
X	108	GOPHER TORTOISE SURVEY AND PERMIT	1	LS	\$2,500.00	\$2,500.00
X	109	GOPHER TORTOISE EXCAVATION	15	EA	\$812.50	\$12,187.50
X	110	GOPHER TORTOISE RELOCATION	10	EA	\$7,500.00	\$75,000.00
	ADDITIVE B					
		Total				\$817,525.25
				Total		\$2,549,665.25

ESTIMATED TOTAL OF ALL UNIT PRICE WORK

\$ Two million five hundred forty-nine thousand six hundred sixty-five dollars and twenty-five cents

(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 solicitation 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 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 solicitation 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, 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

The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of **Two million five hundred forty-nine thousand six hundred sixty-five dollars and twenty-five cents (\$2,549,665.25)** 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]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

B.R.W. Contracting, Inc.

By: James M. Pietrecelle, Jr.

Title: President

[CORPORATE SEAL]

Attest: Tammy Blankenship

Title: Project Coordinator

Address for giving notices:

2522 Hunt Road

Land O' Lakes, FL 34638

Agent for service of process:

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