

**CHARLOTTE COUNTY AIRPORT AUTHORITY
PUNTA GORDA AIRPORT
GENERAL AVIATION CENTER – GA TERMINAL PACKAGE**

CONTRACT

This Contract is made and entered into this 28th day of October 2020, and between **Charlotte County Airport Authority**, (hereinafter “CCAA”) and **Johnson-Laux Construction, LLC**. (hereinafter “Contractor”). Hereinafter the CCAA and Contractor may be jointly referred to as “Parties”.

THE PARTIES hereto each in of the consideration set forth herein agree as follows:

1. Scope of Work: Contractor in consideration of the sums of money herein specified to be paid by CCAA shall and will at its own cost and expense furnish all labor, materials, tools, and equipment for the **GENERAL AVIATION CENTER – GA TERMINAL PACKAGE** at the **Punta Gorda Airport** in accordance with the applicable Plans, Specifications, Bidding and Contract Requirements, General and Supplementary General Conditions and All Addenda issued prior to opening of Bids, the amended bid form as provided by the Contractor via e-mail dated October 2, 2020, addendum and herein after referred to as the “Contract Documents.” The Contract Documents are hereby fully incorporated herein and made a part of this Contract.
2. Contract Amount: Base Bid plus Alternate Bid equals **\$6,367,229.00**
3. Acceptance: All work to be fully completed to the acceptance by the CCAA at the amount of as bid per the unit prices in the bid schedule.
4. Commencement: Contractor shall commence the work within ten (10) days of the date set by CCAA in a written Notice-To-Proceed and shall complete all work under this Contract **300** calendar days after Notice-to-Proceed.
5. Payment: CCAA agrees to pay to Contractor for the said work as set forth in the BID SCHEDULE, at the times and manner set forth in the Contract Documents. Payments to the Contractor by CCAA shall be made upon presentation of the proper certificates to the CCAA and upon terms set forth in the Contract Documents. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction is not substantially complete by the date specified below in COLUMN I of the CONSTRUCTION SCHEDULE, it is agreed that from any money due or to become due the Contractor or its Surety, CCAA may retain the dollar amount shown below in COLUMN II per day for each calendar day thereafter, Sundays and Holidays included, that the work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by CCAA by failure of the Contractor to complete the work within the times stipulated:

CONSTRUCTION SCHEDULE

	COLUMN I	COLUMN II
<u>DESCRIPTION</u>	<u>CONTRACT TIME</u>	<u>LIQUIDATED DAMAGES (PER CALENDAR DAY)</u>
WORK AREA 1	300 DAYS*	\$2,000.00
WORK AREA 2	14 DAYS**	\$2,000.00
WORK AREA 3	21 DAYS**	\$2,000.00
SUBSTANTIAL COMPLETION	300 DAYS*	\$2,000.00

* From notice-to-proceed (NTP)

** From when work in that Work Area begins

Refer to drawings for additional sequencing requirements.

6. Surety: Parties hereto specifically acknowledge and agree that if, at any time during the performance of this Contract (including the various guarantee periods thereunder) CCAA shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reason, such bond or bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, Contractor shall, at his own expense within five (5) days from the date of written notice from CCAA to do so, furnish additional bond or bonds in such form and amount, and with such surety or sureties, as shall be satisfactory to CCAA. In such event, no further payment to Contractor shall be deemed due under this Contract until such new or additional bond or bonds are furnished in a manner and form satisfactory to CCAA.
7. Termination: If Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then CCAA may avail itself of any or all remedies provided under this Contract and shall have the right and power to proceed in accordance with the provisions thereof. CCAA may provide 10-day written notice of any deficiency or failure to perform. Failure of Contractor to rectify any deficiencies of performance work within 10 day may result in CCAA unilaterally terminating this contract, proceeding with correction and completion of this Contract with all rights reserved to seek and recover all actual and consequential damages from Contractor or Surety plus attorney fees and costs.
8. Entirety and Amendment: This Contract is the entire Contract between the Parties and shall be amended or modified only by and written contract executed with equal formality.
9. Applicable Law. This Contract and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. The parties further agree that in the event of any litigation arising out of any alleged breach or non-performance of this Contract, the venue for such litigation shall be in Charlotte County, Florida. Nothing in this Contract shall waive any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law
10. Assignment: This Contract shall be binding on the parties hereto, their representatives, successors and assigns. No party shall assign this Contract or the rights or obligation hereof to any other person or entity without the written consent of the other party.

11. Third Party Beneficiaries: This Contract is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason thereof inure, to or for the benefit of any third party.
12. Severability: If any part of this Contract is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not be deemed to affect the other parts of the Contract, so long as the rights and responsibilities of the parties hereto are not materially prejudiced and the intentions of the parties continue to be in effect.
13. Subsequent Breaches: A waiver by CCAA of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Contract the day and year first above written in two counterparts, each of which shall without proof of accounting for the other counterpart, be deemed an original Contract.

Signed, Sealed and Delivered in the presence of:

**CHARLOTTE COUNTY
AIRPORT AUTHORITY**

BY: [Signature]
Chairman **1255**

ATTEST:

BY: [Signature]
Secretary **Project manager**

(Seal)

CONTRACTOR

BY: [Signature]

TITLE: Vice President
(Seal)

ATTEST BY: [Signature]

TITLE: Chief Financial Officer

Contractor shall indicate whether Corporation, Partnership, Company or Individual

The person signing shall in his own handwriting sign the principals name, his own name, and his title. Where the person signing for a corporation is other than the President, he shall, by affidavit, number. show his authority to bind the corporation. A corporate seal is required for all Companies that are incorporated.

Out-of-state contractors must affix Florida tax registration