

# CONTRACT

**CHARLOTTE COUNTY AIRPORT AUTHORITY**

**CONTRACT**

This AGREEMENT, made and entered into this 16<sup>th</sup> day of Feb, 2017, and between **Charlotte County Airport Authority**, hereinafter designated the Owner, party of the first part, and Vantage Construction Services, LLC, hereinafter designated the Contractor, party of the second part,

W I T N E S S E T H:

THAT THE PARTIES to these presents, each in consideration of the undertakings, promises and agreements on the part of the other, herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree; the party(ies) of the first part for itself, its successors, and assigns, and the party(ies) of the second part for (its), (itself), and (its), (their) heirs, executors, administrators, successors, and assigns; as follows:

That the party(ies) of the second part in consideration of the sums of money herein specified to be paid by said party of the first part to said party(ies) of the second part, shall and will at its, their own cost and expense furnish all labor, materials, tools, and equipment for the **FDOT FM No. N/A, FAA AIP No. N/A, CCAA RAC EXPANSION** at the **Punta Gorda Airport** in accordance with:

- The Plans;
- The Specifications, Bidding and Contract Requirements, General and Supplementary General Conditions;
- All Addenda, issued prior to opening of Bids;

all therein referred to as the Contract Documents, are hereby made a part of this Contract, all of said work to be fully completed to the acceptance of and by the **Charlotte County Airport Authority** the amount of as bid per the unit prices in the bid schedule.

If the 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 the party of the first part may avail itself of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

That the Contractor shall commence the Work within ten (10) days of the date set by the Owner in a written Notice-To-Proceed and shall complete all work under this Contract **165** calendar days after Notice-to-Proceed.

The owner hereby agrees to pay to the Contractor for the said work the Lump sum price set forth in the BID SCHEDULE, at the times and manner set forth in the Contract Documents. Payments to the Contractor by the Owner shall be made upon presentation of the proper certificates to the Owner 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 his Surety, the Owner 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 the owner by failure of the Contractor to complete the work within the times stipulated:

**CONSTRUCTION SCHEDULE**

<u>DESCRIPTION</u>	<u>COLUMN I</u>	<u>COLUMN II</u>
	Completion Days After Notice-to-Proceed	Liquidated Damages per Calendar Day if Not Completed by Calendar Days Shown in Column I
Mobilization (Including Permitting)	60 Calendar Days	
Construction (Phase 1)	150 Calendar Days	\$ 1000.00
Substantial Completion	150 Calendar Days	\$ 1000.00
Total Project	165 Calendar Days	\$ 1000.00

It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement (including the various guarantee periods thereunder) and the Surety Bonds hereto attached, the Owner 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, the Contractor shall, at his own expense within five (5) days from the date of written notice from the owner to do so, furnish additional bond or bonds in such form and amount, and with such surety or sureties, as shall be satisfactory to the owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

~~Buy American Clause—Steel and Manufactured Products for Construction Contracts (Jan 1991); the Contractor shall deliver only domestic steel and manufactured products under this Contract, as defined below:~~

~~The following terms apply to this Clause:~~

~~Steel and Manufactured Products: As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.~~

~~Components: As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.~~

~~Cost of Components: This means the costs for production of the components, exclusive of final assembly labor costs.~~

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement 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


**CHARLOTTE COUNTY  
AIRPORT AUTHORITY**

the presence of:

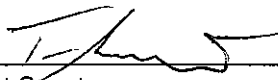
OWNER  
(Party of the First Part)

BY: , Chairman

ATTEST:


BY: , Secretary  
(Seal)

CONTRACTOR  
(Party of the Second Part)

BY:   
Trent Swartz

TITLE: President  
(Seal)

Contractor shall indicate whether  
Corporation, Partnership, Company  
or Individual

ATTEST BY:   
Trent Swartz  
TITLE: President

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,  
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  
number.

**END OF CONTRACT**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

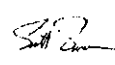
<b>PRODUCER</b> Acentria, Inc - Ft. Myers Office 4091 Colonial Blvd Fort Myers FL 33966	<b>CONTACT NAME:</b> Certificate Team <b>PHONE (A/C, No, Ext):</b> 239-939-1010 <b>E-MAIL ADDRESS:</b> coifm@acentria.com	<b>FAX (A/C, No):</b> 239-939-7172
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> VANTCON-01 Vantage Construction Services, LLC 8801 College Parkway Suite 2 Fort Myers FL 33919	<b>INSURER A:</b> Association Insurance Company	<b>NAIC #</b> 11240
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1003166592 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV019681202	6/12/2016	6/12/2017	X PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROJECT- CCAA RAC EXPANSION 27240 AIRPORT RD BUILDING 212 UNIT Y, PUNTA GORDA, FL 33982

<b>CERTIFICATE HOLDER</b> CHARLOTTE COUNTY AIRPORT AUTHORITY 280000 AIRPORT RD PUNTA GORDA FL 33982	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Management Insurance PO Box 62487 Fort Myers, FL 33906	<b>CONTACT NAME:</b> Misha Redecker <b>PHONE (A/C, No, Ext):</b> (239) 278-3939 <b>E-MAIL ADDRESS:</b> misha@riskmgmtins.com	<b>FAX (A/C, No):</b> (239) 278-4853
<b>INSURED</b>  Vantage Construction Services LLC 8801 College Pkwy Suite #2 Fort Myers, FL 33919	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Insurance Company <span style="float: right;"><b>NAIC #</b> 10178</span> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X X	GL0019504	01/25/2017	01/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:						
A	AUTOMOBILE LIABILITY		CA100010256-00	01/25/2017	01/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY	SCHEDULED AUTOS X NON-OWNED AUTOS ONLY				
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X		1336929	01/25/2017	01/25/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED X RETENTION \$		10,000			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PROJECT: CCAA RAC Expansion 27240 Airport Rd. Building 212 Unit 7 Punta Gorda, FL. 33982**  
 Charlotte County Airport Authority is listed as an additional insured on a primary and non-contributory basis with respects to the general liability including ongoing, products and completed operations. Waiver of subrogation applies to the general liability per CGL0881013. Umbrella is follow form.

<b>CERTIFICATE HOLDER</b>  Charlotte County Airport Authority 28000 Airport Rd. Punta Gorda, FL 33982	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.



We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.