

# BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA CONSTRUCTION AGREEMENT

This Contract, entered into this 22 nd day of August, 2023, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Superior Asphalt, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

# Parking Lot Restoration Project

ITB NO. 23-ITB00307/TC

### 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-ITB00307/TC consist of the following:

Solicitation-Offer-Award Bid Form

Advertisement of Bid Required Forms and Certifications

Solicitation Instructions Construction Agreement and Required

Documents After Award

General Conditions

Reference Documents

Special Conditions Exhibit D – Trench Safety Act Compliance

Exhibit E - Sheriff Parking Lot Plans

Scope and Specifications Exhibit F – Westside Government Plans

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 Sam Burdin, Project Manager, for the plans and specifications. Sam Burdin, Project Manager 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 Forty-five (45) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within Sixty (60) 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 **One hundred-fifty dollars (\$150.00)**. 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:

| Six hundred Fifty-five thousand and seventy-five dollars and zero cents | (\$655,075.00 |  |
|---|---------------|--|
| (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** 

| Westside ( | Sovernment Ce | nter Parking Lot Restoration                                   |          |                   | SUPERIOR ASPHALT, IF | IC.          |
|------------|---------------|--|----------|-------------------|----------------------|--------------|
| Selected   | Line Item     | Description  | Quantity | Unit of Measure   | Unit Cost To         | tal          |
| ×          |               | 1 Permitting and Mobilization                                  |          | 1 Lump Sum        | \$9,500.00           | \$9,500.00   |
| X          |               | 2 Maintenance of Traffic                                       |          | 1 Lump Sum        | \$6,000.00           | \$6,000.00   |
| X          |               | 3 Performance Bond   |          | 1 Lump Sum        | \$3,600.00           | \$3,600.00   |
|            |               | Removal of wheel stops, store on site, pressure wash, re-      |          |                   |                      |              |
| ×          |               | 4 install and replace bent or missing pins                     |          | 1 Lump Sum        | \$9,775.00           | \$9,775.00   |
|            |               | (Clearing and Grubbing) Saw Cutting, concrete removal,         |          |                   |                      |              |
|            |               | Curbing, milling, asphit removal, dispose of old asphalt       |          |                   |                      |              |
| ×          |               | 5 and clearing and removal of dirt & vegitation<br>(Pot Holes) |          | 1 Lump Sum        | \$71,560.00          | \$71,560.00  |
|            |               | Repair and re-grade back to existing limerock base layer       |          |                   |                      |              |
| X          |               | 6 elevation  |          | 200 Per/ Sq. Ft.  | \$45.00              | \$9,000.00   |
|            |               | 1" SP 9.5 Ashalt w/ Bituminous Tack Coat 0.07 Gallon /         |          |                   |                      |              |
| X          |               | 7 SY Installed   |          | 472 Per Ton       | \$247.50             | \$116,820.00 |
| X          |               | 8 Install new type (D) curbing                                 |          | 1500 Per/ Ln. Ft. | \$70.00              | \$105,000.00 |
| X          |               | 9 Layout and Strip parking lot                                 |          | 1 Lump Sum        | \$16,185.00          | \$16,185.00  |
| X          |               | 10 Replace broken wheel stops                                  |          | 6 Each            | \$90.00              | \$540.00     |
| X          |               | 11 Install ADA detectable warning mats on sidewalks            |          | 16 Lump Sum       | \$335.00             | \$5,360.00   |
|            |               | Total  |          |                   | The second second    | \$353,340.00 |

| Sheriff / EOC | Parking Lot Restoration - Revised   |                    |                  | SUPERIOR ASPHALT, | INC.         |
|---------------|---|--------------------|------------------|-------------------|--------------|
| elected       | ine item Description  | Quantity           | Unit of Measure  | Unit Cost T       | otal         |
|               | 1 Permitting and Mobilization   |                    | 1 Lump Sum       | \$9,500.00        | \$9,500.00   |
|               | 2 Maintenance of Traffic<br>Removal of wheel stops, store on site,  | pressure wash, re- | 1 Lump Sum       | \$3,500.00        | \$3,500.0    |
|               | 3 install and replace bent or missing pins<br>(Clearing and Grubbing) Saw Cutting, co<br>milling, asphalt removal, dispose of old |                    | 1 Lump Sum       | \$17,150.00       | \$17,150.00  |
|               | 4 clearing and removal of dirt & vegetatio<br>(Pot Holes)<br>Repair and re-grade back to existin                                  |                    | 1 Lump Sum       | \$39,460.00       | \$39,460.00  |
|               | S layer elevation<br>1" SP 9.5 Ashalt w/ Bituminous Tack Co   | at 0.07 Gallon /   | 50 Per / Sq. Ft. | \$40.00           | \$2,000.00   |
|               | 6 SY Installed  |                    | 930 Per Ton      | \$215.00          | \$199,950.00 |
|               | 7 Layout and Strip parking lot  |                    | 1 Lump Sum       | \$7,500.00        | \$7,500.00   |
|               | 8 Replace broken wheel stops  |                    | 10 Each          | \$90.00           | \$900.00     |
|               | 9 Install ADA detectable warning mats on  | sidewalks          | 5 Lump Sum       | \$335.00          | \$1,675.00   |
|               | 10 install new type (D) curbing   |                    | 225 Per /Ln. Ft. | \$75.00           | \$16,875.00  |
|               | 11 Performance Bond   |                    | 1 Lump Sum       | \$3,225.00        | \$3,225.00   |
|               | Total   |                    |                  |                   | \$301,735.00 |
|               |   |                    |                  | Total             | 655,075.0000 |

# **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:

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:

- 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, 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**

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Six hundred Fifty-five thousand and seventy-five dollars and zero cents (\$655,075.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

| OWNER:  | VENDOR/CONTRACTOR                        |
|---|--|
| HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS | Superior Asphalt, Inc.                   |
| COMMISSIONERS                                 | Offaily Fifto                            |
| By: JOHN ALLOCCO                              | By: Alan Mulkey Keith Tanner             |
| Title: CHAIRMAN                               | Title: Vice President, HR/salety Officer |
| [CORPORATE SEAL] [A]                          | [CORPORATE SEAL]                         |
| Hudi Kupe, Poputy Clark                       | Sett aluf)                               |
| Attest: Douglas A. Chorvat, Jr.               | Attest: Scott Armstrong                  |
| Title: Clerk of Circuit Court & Comptroller   | Title: Operations Manager                |
| Address for giving notices:                   | Address for giving notices:              |
| 15470 Flight Path Dr.                         | P.O. Box 2489                            |
| Brooksville, FL 34604                         | Oneco, FL 34264                          |
|   | Agent for service of process:            |

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

# MEL USA PROPERTY HOLDER I, LLC d.b.a DEXTER CONSTRUCTION COMPANY FLORIDA (ASPHALT)

(a Florida corporation)

# ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS

Effective: July 19, 2023

The undersigned, being all the members of the Board of Directors (the "<u>Directors</u>") of **MEL USA PROPERTY HOLDER I, LLC**, a Florida corporation (the "<u>Corporation</u>") after giving effect to the resolutions below, take the following actions by unanimous written consent without a meeting, pursuant to the Florida Business Corporation Act:

### **Signing Authority**

WHEREAS, that the Board previously appointed the following individuals as authorized officers of the Corporation (collectively, the "Officers") holding the offices set forth opposite such person's name, to serve as such until the earlier of their death, resignation or removal:

Name
Harold Johnson
Ken MacLean
David Wood

Title
Vice President
Vice President and Secretary
Vice President, Chief Financial Officer and
Treasurer

**WHEREAS**, the Corporation from time to time will enter into contracts, tenders, bonds and will need to sign other documents and instruments prepared by the Corporation's financial institutions (the "Binding Documents"); and

**WHEREAS**, the Board wishes to designate individual persons with authority to enter into any Binding Documents on behalf of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that purposes of executing and delivering any Binding Documents, each of the Officers, Stephen Hill, Alan Mulvey, Dylan Teasdale, Keith Tanner, Jack Holden, Scott Armstrong and Paul Dunphy are hereby designated as authorized signatories of the Corporation (collectively, the "Authorized Signatories"), with such Authorized Signatories being hereby empowered for and on behalf of the Corporation, to executive and deliver all such Binding Documents; provided that the signatures of either:

- (a) at least two Officers, or
- (b) any two of Stephen Hill, Alan Mulvey, or Dylan Teasdale, or
- (c) one of Stephen Hill, Alan Mulvey, or Dylan Teasale plus one of Keith Tanuer, Jack Holden, Scott Armstrong, or Paul Dunphy,

shall be required to demonstrate conclusive evidence that such Binding Documents have been validly authorized and executed by the Corporation and are binding in accordance with their tenor;

**RESOLVED**, that any such Authorized Signatories be and are hereby authorized and directed, on behalf of the Corporation to do such other things and to execute such other documents and instruments as he or they may deem necessary or advisable to effect the foregoing;

**RESOLVED**, that all acts and deeds of any Authorized Signatories or of any person or persons hereafter agreed upon or designated by the Authorized Signatories or any of them performed previously in entering into, executing, performing, carrying out, or otherwise pertaining to the arrangements and intentions authorized by these resolutions are hereby ratified, approved and confirmed in all respects; and

FURTHER RESOLVED, that the transmission of counterpart signature pages to this Action by Written Consent by facsimile, as portable document format attachments to electronic mail or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., https://rightsignature.com/) shall constitute effective execution and delivery of this Action by Written Consent and may be used in lieu of original counterpart signature pages of this Action by Written Consent for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of date first written above.

**DIRECTORS:** 

11/11

KEN MACLEAN

DAVID WOOD

#### 1.1017 1401 0=== A 18/A

|  |  | SOLICITATION - OFFER - AWARD   |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| NO.:<br>307/TC   | Parking Lot Restoration P  | rojects  |  | E ISSUED:<br>ay 17, 202  | 23   | CONTRACT NO.:<br>23-ITB00307/TC  |  |  |
| BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell   |  |  |  | SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604  Toni Brady Chief Procurement Officer  |  |  |  |  |
|  |  | OL IOITA   | TIO  | Vi   |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| F HERNAI<br>TE PROCUTE<br>TICATIONS<br>ESPONDIN<br>HT PATH D<br>DS, PROPO<br>N UNTIL SI  | NDO COUNTY PROCUREMENT DI<br>NOW.COM/PORTAL/HEMANDO COUNTY,<br>WILL BE ACCEPTED AFTER THE AL<br>G BIDDERS WILL BE PUBLICLY REAL<br>RIVE, BROOKSVILLE, FL 34604 AT 11<br>SALS, OR REPLIES RECEIVED BY AL<br>UCH TIME AS THE AGENCY PROVID   | EPARTMENT, VIA  . UNTIL 10:00  BOVE STIPULATED ID  O IN THE PURCHASII  0:00 A.M. ON JU  N AGENCY PURSUA DES NOTICE OF AN   | HERNANI<br>A.M., L<br>DATE AN<br>NG AND O<br>NE 19, 2<br>NT TO A<br>INTENDE  | DO COUNT<br>OCAL TIP<br>D TIME. THE<br>CONTRACTS<br>2023. PURS<br>COMPETITIV   | Y'S EPROCURE  ME ON JUNI  IS IS AN ADVER  DEPARTMENT OF  SUANT TO FS 119  E SOLICITATION   | MENT PORTAL AT<br>E 19, 2023. NO<br>TISED SOLICITATION<br>CONFERENCE ROOM<br>9.071 (Current Edition)<br>I ARE EXEMPT FROM  |  |  |
|  |  |  | QTY  | UNIT   | UNIT PRICE   | TOTAL AMOUNT   |  |  |
| and servicestoration   | vices necessary for the proper<br>on to the existing parking lots  | execution of   | xxxx   | xxxx   | xxxxxxx  | \$ <u>655,075.00</u>   |  |  |
| SUBMIT P   | RICING ON ELECTRONIC BID FORM  | IF REQUIRED  |  |  |  |  |  |  |
| (TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)  I CERTIFY THAT THIS PRE-QUALIFICATION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR THE SAME SERVICE, MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PRE-QUALIFICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE VENDOR/CONTRACTOR. IN SUBMITTING A PRE-QUALIFICATION TO THE COUNTY OF HERNANDO THE VENDOR/CONTRACTOR OFFERS AND AGREES THAT THE VENDOR/CONTRACTOR ASSIGNS AND TRANSFERS TO THE COUNTY OF HERNANDO ALL RIGHTS AND INTEREST IN AND TO ALL CAUSES FOR ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE   |  |  |  |  |  |  |  |  |
| COUNTY OF HERNANDO.  DISCOUNT FOR PROMPT PAYMENT:   **No CALENDAR DAYS**  **OCALENDAR DAYS**  **CALENDAR DAYS**  **OCALENDAR D |  |  |  |  |  |  |  |  |
| BIDDER'S INFORMATION AS Whalt, Inc.  Company Name to x 2489  Address A |  |  |  |  |  |  |  |  |
| Supertorasphalting. net AWARD  |  |  |  |  |  |  |  |  |
| REVIEWED FOR LEGAL SUFFICIENCY: May 4, 2023 LR NO.:2023-262 BY: Victoria Anderson  |  |  |  |  |  |  |  |  |
| S TO ITEM(S  | ) NO:  | AMOUNT:  |  |  | ACCOUNTING   | CODE:  |  |  |
| ferson St.   |  | FOR THE COUNTY:  |  |  | man Ta   | WARD DATE: -22-2023  |  |  |
|  | Steven St | BOARD OF COUNTY COMMISSION HERNANDO COUNTY, FLORID John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Cha Jerry Campbell Brian Hawkins  ICATION FOR FURNISHING THE SERVICES, SET HERNANDO COUNTY PROCUREMENT D THE PROCUREMENT D THE PROPOSALS, OR REPLIES RECEIVED BY AN UNITIL SUCH TIME AS THE AGENCY PROVIDENCE OF THE PROPOSALS, OR FINAL REPLIES, WHO DESCRIPTION OF SERVICE/SUPPLIES/ENTER OF THE PROPOSALS, OR FINAL REPLIES, WHO DESCRIPTION OF SERVICE/SUPPLIES/ENTER OF THE PROPOSALS OF THE | BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins  SOLICITA  SCATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIL CATIONS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED ESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASI ATT PATH DRIVE, BROOKSVILLE, FL 34604 AT 10:00 A.M. ON JUINS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUAN HEBIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIED DESCRIPTION OF SERVICES/SUPPLIES/COUNTY THE VENDOR'S ON THE PURCHASI AND A SERVICES OF SERVICES WILL BE VIDENTIAL REPLIES, WHICHEVER IS EARLIED DESCRIPTION OF SERVICE/SUPPLIES/COUNTY The Vendor/Contractor will supply all labor, materials, and services necessary for the proper execution of restoration to the existing parking lots at various locations around the County.  SUBMIT PRICING ON ELECTRONIC BID FORM IF REQUIRED  OFFER  (TERMS, CONDITIONS AND SPECIFICATIONS ARE IN ALL RESPECTS FAIR AND WITHOUT PRIOR UNDERSON, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OF FIGATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRESON, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR IT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OF FIGATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRESON ASSIGNS AND TRANSFERS TO THE COUNTY OF HER RACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE AN FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIE HERNANDO.  R PROMPT PAYMENT:  9 10 CALENDAR DAYS  AWARD  (TO BE COMPLETED BY COUNTY OF HER RADIOR SIGN FILES BY CO | BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins  SOLICITATION  SOLICITATION  SOLICITATION  ICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNAN PRO PROCURENOW, COMPOSTAL/HERNAND COUNTY, PROCUREMENT DEPARTMENT, VIA HERNAN PRO PROCURENOW, COMPOSTAL/HERNAND ALE, ALE, ALE, ALE, ALE, ALE, ALE, ALE, | BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins  SOLICITATION  ICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED F HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIV NUMTL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN UNITL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN UNITL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN UNITL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN UNITL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN ENDOY THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN UNITL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION IN UNITL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OF FER PROVIDED THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OF FER PROVIDED THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OF FER PROVIDED THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OF FER PROVIDED THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OF FER PROVIDED THE AGENCY PROVIDES TO SIGN THIS PRE-QUALIFICATION FOR THE SAME SERVICE.  AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO AN ICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE AUTHORIZED.  AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO AN ICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR TH | BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Beth Narverud, Vice Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins  SOLICITATION  ICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BIT FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BIT FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BIT FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BIT FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BIT FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT OF SERVICES PROCESSURE IS THE SIDE ADDRESS OF SERVICES SUPPLIES OR EQUIPMENT OF SERVICES SUPPLIES OR EQUIPMENT OF SERVICES PROCESSURE IS FURNISHED AND THE THIS IS AN ADVERT SEPONDING BIDDERS WILL BE FUBLICLY READ IN THE PURCHASING AND CONTRACTS DEPARTMENT OF PART HERE SERVICES PURCHASING AND CONTRACTS DEPARTMENT OF PART HERE SERVICES PURCHASING AND CONTRACTS DEPARTMENT OF SERVICES PURCHASING AND CONTRACTS DEPARTMENT OF SERVICES PURCHASING AND CONTRACTS OF AN INTERDED DECISION OR UNTIL THIR HE BIDS, PROPOSALS, OR FIRM REPLIES, WHICHEVER IS EARLIER.  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