



**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 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

Scope and Specifications

Exhibit E – Sheriff Parking Lot Plans

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	(\$655,075.00)
<u>cents</u>	
(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 Government Center Parking Lot Restoration					SUPERIOR ASPHALT, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X		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
X		4 Removal of wheel stops, store on site, pressure wash, re-install and replace bent or missing pins		1 Lump Sum	\$9,775.00	\$9,775.00
X		(Clearing and Grubbing) Saw Cutting, concrete removal, Curbing, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt & vegetation (Pot Holes)		1 Lump Sum	\$71,560.00	\$71,560.00
X		6 Repair and re-grade back to existing limerock base layer elevation	200	Per/ Sq. Ft.	\$45.00	\$9,000.00
X		7 1" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / 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				\$353,340.00

Sheriff / EOC Parking Lot Restoration - Revised					SUPERIOR ASPHALT, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X		1 Permitting and Mobilization		1 Lump Sum	\$9,500.00	\$9,500.00
X		2 Maintenance of Traffic		1 Lump Sum	\$3,500.00	\$3,500.00
X		3 Removal of wheel stops, store on site, pressure wash, re-install and replace bent or missing pins		1 Lump Sum	\$17,150.00	\$17,150.00
X		(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt & vegetation (Pot Holes)		1 Lump Sum	\$39,460.00	\$39,460.00
X		5 Repair and re-grade back to existing lime rock base layer elevation	50	Per / Sq. Ft.	\$40.00	\$2,000.00
X		6 1" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	930	Per Ton	\$215.00	\$199,950.00
X		7 Layout and Strip parking lot		1 Lump Sum	\$7,500.00	\$7,500.00
X		8 Replace broken wheel stops	10	Each	\$90.00	\$900.00
X		9 Install ADA detectable warning mats on sidewalks	5	Lump Sum	\$335.00	\$1,675.00
X		10 Install new type (D) curbing	225	Per /Ln. Ft.	\$75.00	\$16,875.00
X		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:

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, 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:
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

Superior Asphalt, Inc.

By: Alan Mulvey Keith Tanner

Title: Vice President, HR / safety Officer

[CORPORATE SEAL]

Attest: Scott Armstrong

Title: Operations Manager

Address for giving notices:

P.O. Box 2489

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 “Directors”) of **MEL USA PROPERTY HOLDER I, LLC**, a Florida corporation (the “Corporation”) 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:

<u>Name</u>	<u>Title</u>
Harold Johnson	Vice President
Ken MacLean	Vice President and Secretary
David Wood	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 Teasdale plus one of Keith Tanner, 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 E-SIGN 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:



HAROLD JOHNSON



KEN MACLEAN



DAVID WOOD