



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

This Contract, entered into this 11 day of August, 2026, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Goodwin Bros. Construction, Inc 14341 Ponce De Leon Blvd Brooksville, FL 34601 hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**Lake Lindsey Phase 4 Resurfacing - Snow Memorial Hwy to US 41 (Broad St)
ITB NO. 26-C01308
Hernando County, 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 this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Document (ITB, RFQ or RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet
 - a. Solicitation
 - b. Introduction
 - c. Definitions and Solicitation Instructions
 - d. General Conditions
 - e. Special Conditions
 - f. Scope and Specifications
 - g. Fully-executed Construction Contract
2. Attachments
 - a. Exhibit A– 18-R00045PH_Lake_Lindsey_P4_Final_Roadway_Plans_S&S
 - b. Exhibit B– Construction_Documents_required_after_Award
 - c. Exhibit C– Sample Construction Contract - 26-C01308
 - d. Exhibit D– Holiday Schedule - 2026

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.

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 Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
 - a. Insurance Certificate.

- 1.08 There are no Contract Documents other than those listed in this section.

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 **Jake B. Hemingway, P.E. of HDR Engineering, Inc.**, for the plans and specifications. **Scott Redman, Project Manager and/or D. Todd Crosby, P.E.** will act as the County'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:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Days to Achieve Substantial Completion and Final Payment:

Vendor/Contractor agrees that the work will be substantially complete within **one hundred fifty (150) calendar days** after the commencement date indicated in the Notice to Proceed and ready for final payment within **one hundred eighty (180) calendar days** after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the 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 six hundred sixty-seven dollars (\$2,667.00)** per day as liquidated damages. This liquidated damages 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 required to complete all work specified.

ARTICLE 4 - CONTRACT PRICE

- 4.01 County 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:

LUMP SUM PRICED ITEMS						
Line Item	FDOT Pay Item	Description	QTY	UOM	Unit Cost	Total
MOBILIZATION and TRAFFIC CONTROL						
1	101-1	MOBILIZATION (Not to exceed 10% of overall bid)	1	LS	\$86,315.00	\$86,315.00
2	102-1	MAINTENANCE OF TRAFFIC (Not to exceed 10% of overall bid)	1	LS	\$111,142.00	\$111,142.00
43	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE INCLUDE LINES 44 - 47	1	LS	\$14,030.00	\$14,030.00
Total of Lump Sum Items			Two hundred eleven thousand, four hundred eighty-seven dollars and zero cents			\$211,487.00

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 7.17, 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 the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, 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 County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

UNIT PRICED ITEMS						
Line Item	FDOT Pay Item	Description	QTY	UOM	Unit Cost	Total
ROADWAY						
3	104-10-3	SEDIMENT BARRIER	14461	LF	\$2.68	\$38,755.48
4	104-15	SOIL TRACKING PREVENTION DEVICE	2	EA	\$1,083.97	\$2,167.94
5	107-1	LITTER REMOVAL	39.39	AC	\$85.40	\$3,363.91
6	107-2	MOWING	39.39	AC	\$183.00	\$7,208.37
7	110-1-1	CLEARING & GRUBBING (6.57 AC)	6.57	AC	\$4,207.00	\$27,639.99
8	110-4-10	REMOVAL OF EXISTING CONCRETE	61	SY	\$87.00	\$5,307.00
9	110-7-1	MAILBOX, F&I SINGLE	13	EA	\$274.26	\$3,565.38
10	120-1	REGULAR EXCAVATION	1759	CY	\$18.56	\$32,647.04
11	120-4	SUBSOIL EXCAVATION	29.9	CY	\$250.1	\$7,477.99
12	120-6	EMBANKMENT	1027.8	CY	\$8.19	\$8,417.68
13	160-4	TYPE B STABILIZATION	9718	SY	\$3.76	\$36,539.68
14	285-701	OPTIONAL BASE, BASE GROUP 01	6343	SY	\$10.06	\$63,810.58
15	285-709	OPTIONAL BASE, BASE GROUP 09 (PAVEMENT RESTORATION)	116	SY	\$125.71	\$14,582.36
16	286-1	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS	549	SY	\$32.84	\$18,029.16
17	327-70-4	MILLING EXIST ASPH PAVT, 3" AVG DEPTH	15575	SY	\$3.23	\$50,307.25
18	334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	3949.4	TN	\$150.99	\$596,319.91
19	334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (PAVEMENT RESTORATION)	31.5	TN	\$447.30	\$14,089.95
20	425-1-521	INLETS, DT BOT, TYPE C, <10'	4	EA	\$3,635.12	\$14,540.48

UNIT PRICED ITEMS						
Line Item	FDOT Pay Item	Description	QTY	UOM	Unit Cost	Total
21	430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	25	LF	\$156.40	\$3,910.00
22	430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	75	LF	\$156.40	\$11,730.00
23	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	91	LF	\$182.37	\$16,595.67
24	430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	8	LF	\$414.09	\$3,312.72
25	430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	2	EA	\$6,008.72	\$12,017.44
26	430-524-120	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 30 DEGREES, ROUND	2	EA	\$6,475.98	\$12,951.96
27	430-530-100	STRAIGHT CONCRETE ENDWALLS, 30", SINGLE, 0 DEGREES, ROUND	1	EA	\$7,461.54	\$7,461.54
28	430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	2	EA	\$1,884.01	\$3,768.02
29	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	74	SY	\$110.41	\$8,170.34
30	524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	198	SY	\$110.41	\$21,861.18
31	570-1-2	PERFORMANCE TURF, SOD	29214	SY	\$3.05	\$89,102.7
32	571-1-11	PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 1	12	SY	\$170.80	\$2,049.60
SIGNING AND PAVEMENT MARKINGS						
33	700-1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	31	EA	\$610.00	\$18,910.00
34	700-1112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	1	EA	\$976.00	\$976.00
35	700-1113	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 20.1-30.0 SF	2	EA	\$1,220.00	\$2,440.00
36	700-1600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	28	EA	\$48.80	\$1,366.40
37	700-3101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	1	EA	\$976.00	\$976.00
38	700-3601	SIGN PANEL, REMOVE, UP TO 12 SF	1	EA	\$61.00	\$61.00
39	700-142-520	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED,	1	EA	\$12,200.00	\$12,200.00
RETROFIT EXISTING GROUND MOUNT, 2 BEACONS						
40	705-10-1	OBJECT MARKER, TYPE 1	3	EA	\$366.00	\$1,098.00
41	705-10-3	OBJECT MARKER, TYPE 3	6	EA	\$427.00	\$2,562.00
42	706-1-3	RAISED PAVEMENT MARKER, TYPE B	336	EA	\$7.32	\$2,459.52
44	*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK	24	LF	\$3.05	\$73.20

UNIT PRICED ITEMS						
Line Item	FDOT Pay Item	Description	QTY	UOM	Unit Cost	Total
45	*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	2.834	GM	\$1,891.00	\$5,360.99
46	*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	2.037	GM	\$1,891.00	\$3,851.97
47	*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	.523	GM	\$793.00	\$414.743
48	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	24	LF	\$14.64	\$351.36
49	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	2.835	GM	\$9,150.00	\$25,940.25
50	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	2.037	GM	\$9,150.00	\$18,638.55
51	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	.523	GM	\$3,050.00	\$1,595.15
Total of Unit Priced Items			One million, two hundred thirty six thousand, nine hundred seventy-six dollars and forty-five cents			1,236,976.45
Total of Lump Sum and Unit Priced Items			One million, four hundred forty-eight thousand, four hundred sixty-three dollars and forty-five cents			\$1,448,463.45

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, 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 County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County 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, Section 218.735, F.S., 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 County Designated Representative may determine or County 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 County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County 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 County 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 County Designated Representative.

ARTICLE 6 – INTEREST

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 County to enter into this Contract 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 with 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 with 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 County 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:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

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:

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 County 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 Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

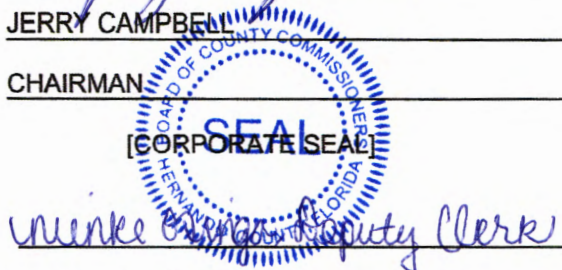
- 9.01** The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of One million, four hundred forty-eight thousand, four hundred sixty-three dollars and forty-five cents (\$1,448,463.45) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

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SIGNATURES ON NEXT PAGE***

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

[Signature]
By: JERRY CAMPBELL

Title: CHAIRMAN



Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

Goodwin Bros Const.
[Signature]

By: Daniel Goodwin, Jr.

Title: President

[CORPORATE SEAL]

[Signature]

Attest: Clay Allison

Title: Project Manager

Address for giving notices:

Agent for service of process:

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