

S U B C O N T R A C T

BETTER MASONRY & DEVELOPMENT CORP. FOR HAINES CITY GAS STATION

By: Loyd Contracting Company, Inc.

**1201 HIGHWAY 544 E
HAINES CITY, FL 33844**

**PREPARED FOR:
Better Masonry & Development Corp.
130 East Belvedere Street
Lakeland, FL, 33803**

November 26th, 2025



3838 S. HOPKINS AVENUE, TITUSVILLE, FLORIDA 32780

PHONE (321) 268-2129

FAX (321) 268-8654

SUBCONTRACT

THIS SUBCONTRACT made effective on the last date contained above the signatures hereto between LOYD CONTRACTING CO., INC., a Florida Corporation, herein referred to as “Contractor” and BETTER MASONRY & DEVELOPMENT CORP. herein referred to as “Subcontractor”.

1. **DESCRIPTION AND LOCATION OF WORK:**
Subcontractor shall provide labor, equipment, and materials to complete its scope of work under this subcontract for the construction project known as Haines City Gas Station located at 1201 Highway 544 E, Haines City, FL 33844 in accordance with this subcontract and in accordance with the plans, specifications or other attachments attached hereto.

2. **SCOPE OF WORK:** The scope of work related to this subcontract includes all material and labor associated with the completion of the improvements outlined within the drawings including but not limited to:
 - a. Layout of own work.
 - b. Daily clean up to dumpster. Dumpster provided by others.
 - c. Any reinspection costs due to failed inspections shall be paid by the subcontractor.
 - d. Coordinate with subcontractors to ensure the whole project is completed to the best industry standards.
 - e. The subcontractor has included labor and material for the block walls for the building.
 - f. The subcontractor has included labor and material for the CIP tie beam for the building.
 - g. The subcontractor will provide a pump for the CMU grout and CIP Tie-Beam per the contract documents.
 - h. The subcontractor has included labor and material for the dumpster monolithic slab, dumpster enclosure masonry and dumpster approach.
 - i. The retaining walls per revised plan SW1, inclusive of the material for the foundations and masonry for the retaining wall which is filled solid with grout. PVC sleeves to be installed and provided by subcontractor.
 - j. The subcontractor has included labor and material to install the sidewalks and ribbon curbs shown on the plans.

Better Masonry & Development Corp.

- k. Installation of ADA pads included and will be provided by the contractor.
 - l. Setting of hollow metal door frames in block opening. Door frames to be provided by others.

- 3. **EXCLUSIONS/CLARIFICATIONS.** The items referenced below are not included in this contract and will be addressed as determined necessary.

- 4. **DRAWINGS:** This subcontract is based on the subcontractor's scope of as determined by the drawings attached in corresponding email. It is the Subcontractor's responsibility to familiarize themselves with the detailed notes in all the plans and ensure compliance with their individual scope of work.

- 5. **SCHEDULE:** The Subcontractor shall complete the required scope of work as scheduled. See Exhibit A. The exact start date and completion date may vary due to flexibility required during design, but the Subcontractor shall complete their scope of work within the allocated duration. The Subcontractor shall not impact other subcontractors' schedules or the overall project schedule. Delays due to Owner Material Purchasing must be documented on a non-monetary change order for time and submitted for approval. Subcontractor agrees to pay \$250 per day liquidated damages for failure to perform work within the scheduled time frame.

- 6. **CONTRACT SUM:** Subcontractor shall be paid the sum to be paid **\$144,019.80 (One Hundred Forty-Four Thousand Nineteen Dollars and Eighty Cents)**. This sum shall be subject to amendment upon agreement by both parties. Any amendments to said sum shall be memorialized herein or by written change order dated and signed by both parties, and their authorized representatives. No amendment shall be effective, nor shall Contractor be obliged to pay for any work subject to that amendment until the required change orders have been signed and dated by all parties.

- 7. **TAX EXEMPTION:** Tax exemptions are not applicable to this project. Subcontractor will be required to pay all sales tax applicable for any materials furnished on the scope of work included herein.

- 8. **PROGRESS PAYMENTS:** Contractor shall make progress payments to the Subcontractor only after receipt of timely and complete applications for payment. Invoices shall be in the form of an AIA G701, G702, and G703 submitted by Subcontractor. It is the Sub-contractor's responsibility to secure and provide the

Better Masonry & Development Corp.

appropriate invoice format. Incomplete invoices will not be approved for payment under the current respective draw schedule. Said applications shall be submitted as follows:

The detailed application for payment, correctly showing work completed to date along with the detailed schedule of values reflecting each line item the Subcontractor will be completing in their scope of work, submitted no later than the 25th of the month covering the work through the 20th of the month, shall be paid within 3 business days of receipt of payment from the Owner. Invoices submitted after the 25th of the month will be included in the application for payment to the Owner the following month.

Retainage in the amount or percentage to match retainage of Contract from Owner will be extended to all payment requests from Subcontractor and shall be paid in full of final payment per above payment conditions. Subcontractor retainage shall be held at 5%.

The Contractor will issue payment upon receipt of written Waivers of Lien from any Subcontractor, laborer, or materialman who has provided any services, labor, or materials utilized in the completion of this subcontract during the time period covered by said progress payment.

9. **FINAL PAYMENT:** Contractor shall pay Subcontractor's final application within 3 business days of receipt of final payment from the Owner. Final payment shall be contingent upon the completion of all punch list related items provided to date, AND receipt of ALL final deliverables, including warranty letters, outlined within the plans and specifications, including revisions approved thereafter.
10. **AUTHORIZED REPRESENTATIVES:** Subcontractor hereby designates the following individuals as its authorized representatives:

Alexander McKenzie
 Better Masonry & Development Corp.
 130 East Belvedere Street
 Lakeland, FL, 33803
 Telephone Number: (863) 226-8439
 Email: alex@bettermasonryandconcrete.com

Contractor hereby designates the following individuals as its/their authorized

Better Masonry & Development Corp.

representatives:

Micah Loyd
 3838 S. Hopkins Ave.
 Titusville, Florida 32780
 Telephone Number: (321) 268-2129
 Fax Number: (321) 268-8654
 Mobile Number: (321) 403-2926
mloyd@loydcontracting.com

11. **NOTICES:** Any notice or application hereunder shall be provided to Subcontractor at:

Better Masonry & Development Corp.
 130 East Belvedere Street
 Lakeland, FL, 33803

Any notice or application hereunder shall be provided to Contractor at:

Loyd Contracting Co., Inc.
 3838 S. Hopkins Ave.
 Titusville, Florida 32780

Proof of delivery of any notice or application shall be evidenced by: Certified Mail

12. **TERMINATION:** Contractor may, at any time and for any reason or no reason at all, terminate this Subcontract in whole or in part upon written notice to Subcontractor. Upon receipt of such notice, Subcontractor shall immediately discontinue all work under this Subcontract (unless directed otherwise by Contractor) and shall preserve and protect all work in place and all materials on site. Subcontractor shall be entitled only to payment for the work properly performed up to the date of termination but shall not be entitled to any payment for anticipated profit, overhead, or consequential or indirect damages of any kind.
13. **DELAYS IN CONSTRUCTION:** Subcontractor shall document delays caused by force majeure, or by acts of God in the form of a non-monetary change order and submit for approval. Should any extension of time for performance of Subcontractor's general contract be granted, then this subcontract shall be extended by the same amount of time.
14. **SITE CONDITIONS:** Subcontractor, upon its own investigation, acknowledges that there are no latent or undisclosed site conditions on the real property or improvements

Better Masonry & Development Corp.

or in which this subcontract is to be performed. Subcontractor will be responsible for adhering to the Loyd Contracting Clean-Up Policy which includes keeping the jobsite clean on a daily basis and proper storage of material and equipment during and after hours of construction. Loyd Contracting is not responsible for any lost or stolen items.

15. **ASSIGNMENT:** This subcontract shall not be assigned by Subcontractor; Contractor may assign this subcontract.
16. **WARRANTY:** Subcontractor warrants any improvements constructed by it or materials supplied by it. This warranty shall be affected for a period of one year from the date of completion of the Subcontractor's scope of work. Any warranties of material or equipment shall be assigned and transferred in writing to Contractor upon completion of this subcontract.
17. **INSURANCE:** Subcontractor agrees to keep in force at his/its own expense during the entire period of his/its performance all policies of insurance required of it by the laws of the State of Florida or the United States of America or any political subdivision thereof.

Subcontractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:	
State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury by Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>
b. Commercial General Liability:	
General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
c. Automobile Liability Herein:	
Bodily Injury:	
Each Person	\$ <u>1,000,000</u>

Better Masonry & Development Corp.

Each Accident	\$	<u>1,000,000</u>
Property Damage:		
Each Accident	\$	<u>1,000,000</u>
Combined Single Limit of:	\$	<u>1,000,000</u>
d. Excess or Umbrella Liability:		
Per Occurrence	\$	<u>2,000,000</u>
General Aggregate	\$	<u>2,000,000</u>

18. **VENUE:** Venue for any litigation arising out of this subcontract shall be a court of competent jurisdiction in and for Brevard County, Florida.
19. **ATTORNEY FEES:** In the event that any litigation arises out of this subcontract, the prevailing party shall be entitled to the award of reasonable attorney fees.
20. **WAIVER OF SUBROGATION:** Subcontractor waives all rights against the Contractor, Owner, Engineer, Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated above.
21. **INDEMNIFICATION:** Subcontractor shall indemnify and hold harmless the Contractor, Owner, and its employees from and against claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising, directly or indirectly, out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable regardless of whether or not such claim, damage, loss or expense is caused in part by party indemnified hereunder.
22. **TIME:** Time is of the essence regarding this subcontract.
23. **SEVERABILITY:** In the event that any court of competent jurisdiction shall hold any portion of this subcontract void or unenforceable then all portions the remaining shall survive in full force and effect.
24. **SUBCONTRACTOR'S CONSTRUCTION BOND:** Not applicable on this

Better Masonry & Development Corp.

subcontract.

- 25. **PENALTIES, FINES AND FORFEITURES:** Subcontractor shall be liable to Contractor for any penalties, fines or forfeitures levied against Contractor as a result of Subcontractors failure to comply with the terms hereof. Contractor will notify Subcontractor in writing within 5 working days documenting infractions and any penalties. Said penalties, fines and forfeitures shall be deducted from any sum due Subcontractor effective on the date that any such penalty, fine or forfeiture is incurred.
- 26. **ENTIRE AGREEMENT:** This subcontract and the attachments hereto together with any authorized change orders constitutes the entire Agreement between the parties hereto and supersedes any prior agreements either written or oral.

Subcontractor:

Better Masonry & Development Corp.

By: : Alexander McKenzie (Nov 26, 2025 11:00:01 EST)

Title: VP

Dated: 26/11/2025

Contractor:

Loyd Contracting Co., Inc.

By: : Joel Boland (Nov 26, 2025 09:23:10 EST)

Title: Joel Boland

Dated: 26/11/2025

Better Masonry & Development Corp.

Subcontract

Final Audit Report

2025-11-26

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