



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 23000849-5

PAGE NO. 1

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daniel@goodwinbrosinc.com

15314 FAX: 352-544-1084

GOODWIN BROS CONSTRUCTION INC

PO BOX 1689

BROOKSVILLE FL 34605

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COUNTY ADMINISTRATOR
15470 FLIGHT PATH DR.
BROOKSVILLE FL 34604

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ORDER DATE: 06/01/23			BUYER: JLRWRIGHT			REQ. NO.: RQ230955		REQ. DATE: 09/30/23	
TERMS: NET 30 DAYS			F.O.B.: FOB DESTINATION			DESC.: CONTRACT NO. 23-CG0215/JG			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION
<p>This Purchase is in accordance with Hernando County Contract No. 23-CG0215/JG, for the Infrastructure Construction of Dr. Dennis Wilfong Center for Success, BOCC Approved on 5/9/2023, DOC ID No. 12166.</p> <p>The assignment of this Purchase Order (PO) represents County's Notice To Proceed to the Contractor to begin services contemplated.</p> <p>The Contract Terms and Conditions apply and the Purchase Order Terms and Conditions do not apply to this Purchase.</p> <p>The County Contact Person is: Erik van de Boogaard Phone Number: (352) 667-1351</p> <p>The Contractor Contact Name is: Daniel Goodwin Email: daniel@goodwinbrosinc.com</p> <p>6/30/2023 - CHANGE ORDER NO. 1 - LB Contract No. 23-CG0215/JG</p> <p>Delete Note - The assignment of this Purchase Order (PO) represents County's Notice To Proceed to the Contractor to begin servcies contemplated.</p>									

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

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Carl Rouse - Jnt

****SEE TERMS AND CONDITIONS ON REVERSE SIDE****

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

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The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

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Add Note - You are hereby notified that Materials Ordering, Permitting and Submittals under the above contract may commence effective June 23, 2023.

Add Note - A Notice To Proceed for Construction will be issued at a later date using the contractual completion time as atated in the contract.

31001-5606201 0 .00

7/10/23 Change Order 2 - FH
Contract No. 23-CG0215/JG - Infrastructure
Construction of D.R. Dennis Wilfong Center for Success

Gopher Tortoise Relocation (3 each x \$6,737.08 = \$20,211.24)

Line 2 - Increase - \$20,211.24

The new total for this line is \$914,877.45

New PO Balance is \$1,914,877.44

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ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION
			31001-5606201 2 20211.24						
11/30/2023 Change Order #3 JG Contract No. 23-CG0215/JG - Infrastructure Construction of Dr. Dennis Wilfong Center for Success Onsite - Clearing Grubbing and Concrete removal Erosion Sediment Control \$134,455.96 Offsite - 1. General Conditions, 2. Clearing, Earthwork & Grading, 3. Storm drainage system, 4. Utility & 5. Paving Improvements \$660,161.90 Add Line 3 - \$794,617.86 New PO Balance is \$2,709,495.30 31001-5606201 3 794617.86									
4/22/24 Change Order #4 - FH Contract No. 23-CG0215/JG - Infrastructure Construction of Dr, Dennis Wilfong Center for Success Modifications to Structute 3									

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

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APPROVED BY:

Carl Rouseff - Jnt

CHIEF PROCUREMENT OFFICER

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<p>Increase Line 3 - \$1,912.92 New PO Balance is \$2,711,408.22</p> <p>5/17/24 Change Order No 5 - MP Contract #: 23-CG0215/JG Contract Name: Goodwin Bros Construction, Inc Change Order #5 Decrease Line 2: -\$15,059.72 New Line Total: \$899,817.73 New PO Balance: \$2,696,348.50 Account #31001-56-6201 Add 50 additional days to contract - Combine change order requested for deducts, days requested for original change order submission for material order and install.</p>								
01	999999.99	JOB	INFRASTRUCTURE CONSTRUCTION OF DR. DENNIS WILFONG CENTER FOR SUCCESS (CONTRACT NO. 23-CG0215/JG)			1.0000	999,999.99	
02	899817.73	JOB	INFRASTRUCTURE CONSTRUCTION OF DR. DENNIS WILFONG CENTER FOR SUCCESS (CONTRACT NO. 23-CG0215/JG)			1.0000	899,817.73	
03	796530.78	JOB	ONSITE/OFFSITE CLEARING AND TORTOISE REMOVAL			1.0000	796,530.78	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 2,696,348.50			
					TOTAL \$ 2,696,348.50			
01	31001	5606201	999,999.99	111929				
02	31001	5606201	899,817.73	111929				
03	31001	5606201	796,530.78					

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The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit
(b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 5,000 Medical Expense \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident

.HERNANDO COUNTY

PROCUREMENT REVIEW FORM

Procurement Contact:	Fran Hallet
Contract No. and Project Description (Task Order & GSM #)	23-CG0215/JG – Infrastructure Construction of Dr. Wilfong Center for Success
Vendor Name:	Goodwin Bros. Construction, Inc.
Purchase Order No.:	23000849
Change Order No.:	Change Order 5

Procurement Agent Review:	<i>Fran Hallet</i>	5/17/24	Fran Hallet
	Signature	Date	Printed Name
Comments:	Change Order # 5 is requested to extend the PO 50 days to October 2, 2024, and to add and deduct the changes listed on the Request for Change order from vendor. The changes included Decrease the PO \$15,059.72. Prior request on CO#3 with PM approval for time extension was not processed to extend Final completion from 2/20/24 to 8/13/24. New Final completion date: 10/2/24 No Issues		

Grant Review:	APPROVED <small>By Carla Rossiter-Smith at 11:02 am, May 17, 2024</small>	05/17/2024	
	Signature	Date	Printed Name
Comments:	Grant Amendment #1 extended the period of performance for the grant through 06/30/25. Contract time extension is within this period. Appears necessary and reasonable to complete SOW in Exhibit A of the grant agreement. Sufficient funds remain.		

Chief of Procurement Review:			
	Signature	Date	Printed Name
Comments:	<div style="border: 1px solid black; padding: 10px; display: inline-block;"> APPROVED <small>By Carla Rossiter-Smith at 11:02 am, May 17, 2024</small> </div>		

Recommendation:	
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Hernando County Board of County Commissioners Change Order Request

☐ Non- Construction ☒ Construction

Purchase Order #: 23000849

Change Order #: 5

Vendor Name: Goodwin Bros Construction, Inc Vendor #: 15314

Contract #: 23-CG0215/JG Department: Administration

Project Description: Contract No. 23-CG0215/JG

Form Completed by (print name): Jessica Wright

Request Date: 5/16/2024

Check Appropriate Boxes:

☒ Increase Funds

☐ Add Lines (s)

☐ No cost time extension

☐ Decrease Funds

☐ Change Account Number

☒ Other: extend 50 days

Instructions: Please copy and paste the appropriate Change Order Script and fill in the blanks. Include justification and details for the change. If Change Order request is due to new agreements, quotes, projects, etc., please attach appropriate documentation as necessary.

Detailed Justification/Explanation of Request:

Contract #: 23-CG0215/JG Contract Name: Goodwin Bros Construction, Inc Change Order# 5

Decrease Line 2 - \$15,059.72 New Line Total - \$899,817.73

New PO Balance - \$2,696,348.50

Account# 31001-5606201

Add 50 additional days to contract - Combine change order requested for deducts, days requested for original change order submission for material order and install. (~~Change Order 5, 6 & 7~~)

Original Purchase Order amount: \$ 1,894,666.20

Value of all prior Change Orders: \$ 816,742.02

Addition/Deduction for this Change Order: \$ -15,059.72

New Purchase Order Total: \$ 2,696,348.50

Vendor Signature (if Construction): [Signature]

Date: 5/17/2024

Dept Approver Name: Erik van de Boogaard

Signature: Erik van de Boogaard

Date: 5-17-2024

Procurement Approver: [Signature]

Date: _____

Procurement Processor: Mary Pagillo

Date: 5/17/24

APPROVED

By Carla Rossiter-Smith at 11:00 am, May 17, 2024

P.O. Box 1689
Brooksville, FL 34605
goodwinbrosconst@hughes.net



Phone (352) 796-0149
Fax (352) 544-1084

REQUEST FOR CHANGE ORDER

To: Erik Van De Boogaard	Contact: Erik Van De Boogaard
	Phone: 352-754-4062
	Email:
Project: Dennis Wilfong Center for Success	Date: 5/16/2024
Location: Brooksville FL Hernando CO	CHG5 REV1

Item #	Description	Qty	UM		
ADD	24" RCP	1,088 LF		\$86.53	\$94,144.64
ADD	Embankment, Excavation, Filling & Grading	6,300 CY		\$5.21	\$32,823.00
ADD	6" thick concrete pad with #4 rebar	38 SF		\$166.75	\$6,336.50
DEDUCT	24" MES (Deduct)	2 EA		(\$902.75)	-\$1,805.50
DEDUCT	5' Concrete Sidewalk (3000psi/4"thick)	-19,332 SF		(\$7.48)	-\$144,603.36
DEDUCT	10x10 Concrete Pad	-2 EA		(\$977.50)	-\$1,955.00

Total Add: **\$133,304.14**

Total Deduct: **-\$148,363.86**

Total Difference: **-\$15,059.72**

Additional Days Added to Contract: 50 DA
Combined change order requested for deducts, Days requested per original change order submission for material order and install

Respectfully Submitted,
Goodwin Bros Construction, Inc.

Tom Charlow
Estimator/Project Manager

Approved
Ed Sandberg
5-16-2024

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted