



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

This Contract, entered into this 22nd day of October, 2024, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and B.R.W. Contracting, Inc., hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**HERNANDO COUNTY MUNICIPAL SOLID WASTE (MSW) CELL 4 CONSTRUCTION
ITB NO. 23-C00489/FH
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 this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

Solicitation Document (ITB, RFQ, RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet

Introduction

Solicitation

Offer

Award

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

Attachments

Exhibit A--General Requirements and Technical Specifications

Exhibit B--Plans/Drawings

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.



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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:

A field order;

Engineer's approval of a shop drawing or sample; or

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):

Vendor/Contractor's Pricing Proposal (Bid).

Documentation submitted by Vendor/Contractor after the Notice of Award:

Insurance Certificate.

Payment and Performance Bond.

The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

Notice to Proceed.

Change Order(s).

The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

There are no Contract Documents other than those listed in this paragraph.

The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

There are no contract documents other than those listed in this section.

1.02 Amending and Supplementing Contract Documents: The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 16, titled "Changes in the Work; Claims". 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:

A. A field order;

B. Engineer's approval of a shop drawing or sample; or

- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

1.03 Resolving Conflicts, Errors and Discrepancies in the Contract Documents: In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, drawings. Within the Solicitation Document 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 he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

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 **HDR Engineering, Inc.**, for the plans and specifications. **Mark G. Roberts, 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 **three hundred sixty-five (365)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **three hundred eighty-six (386)** 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 **five hundred dollars and zero cents (\$500.00)** 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:

Thirteen million, three hundred forty-four thousand, three hundred fifteen dollars and zero cents (\$13,344,315.00)

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 17, titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph B, titled “Allowances” item no. 2, titled “Cash Allowances”.

Line Item	Description	Quantity	Unit of Measure	Total
1	Mobilization, Demobilization and General Conditions	1	Lump Sum	\$1,275,000.00
2	Erosion and Sediment Control	1	Lump Sum	\$145,000.00
3	Surveying	1	Lump Sum	\$125,000.00
4	Groundwater Monitoring Well Installation	1	Lump Sum	\$58,750.00
5	Landfill Gas Probe Installation	1	Lump Sum	\$66,750.00
6	Groundwater Monitoring Well and Landfill Gas Probe Abandonment	1	Lump Sum	\$9,150.00
7	Preparation of Top of Subgrade	1	Lump Sum	\$925,000.00
9	Installation of Geotextile Reinforcement Layer	1	Lump Sum	\$273,970.00
10	Subbase	1	Lump Sum	\$450,000.00
11	Anchor Trenches and Liner Tie-in	1	Lump Sum	\$54,500.00
13	GCL Installation	1	Lump Sum	\$318,950.00
15	Secondary HDPE Geomembrane Installation	1	Lump Sum	\$352,900.00
17	Leak Detection Geocomposite Installation	1	Lump Sum	\$304,150.00
19	Primary HDPE Geomembrane Installation	1	Lump Sum	\$347,600.00
21	Leachate Collection Geocomposite Installation	1	Lump Sum	\$304,150.00
22	Protective Cover Layer and Sod	1	Lump Sum	\$1,775,000.00
23	Leachate Collection/Detection Pipe Trench	1	Lump Sum	\$505,800.00
24	Leachate Collection and Leak Detection Sump	1	Lump Sum	\$396,750.00
25	Leachate Forcemain and Electrical/Communication Conduits	1	Lump Sum	\$585,775.00
26	Installation of Stormwater Conveyance System	1	Lump Sum	\$1,650,000.00
27	Supply and Installation of Leachate Storage Tanks, Truck Filling Station Pad, Lift Station Pump Pad and Appurtenances	1	Lump Sum	\$1,025,700.00

28	Installation of Leachate Lift Station (LS-2)	1	Lump Sum	\$351,900.00
29	Lime Rock Access Road	1	Lump Sum	\$76,150.00
30	Asphalt Pavement	1	Lump Sum	\$950,000.00
31	Electrical Scope of Work	1	Lump Sum	\$451,030.00
32	Instruments and Control Panel Scope of Work	1	Lump Sum	\$565,340.00
Total				\$13,344,315.00

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 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 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 PRICE WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Geotextile Reinforcement Material	1325000	Square Foot	\$.35	\$463,750.00
12	GCL Material	1325000	Square Foot	\$.68	\$901,000.00
14	Secondary HDPE Geomembrane Material	1325000	Square Foot	\$.39	\$516,750.00
16	Leak Detection Geocomposite Material	1325000	Square Foot	\$.71	\$940,750.00
18	Primary HDPE Geomembrane Material	1325000	Square Foot	\$.40	\$530,000.00
20	Leachate Collection Geocomposite Material	1325000	Square Foot	\$.71	\$940,750.00
Total					\$4,293,000.00

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	Four million, two hundred ninety-three thousand dollars and zero cents	(\$4,293,000.00)
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TOTAL (LUMP SUM +UNIT PRICE WORK)	Seventeen million, six hundred thirty-seven thousand, three hundred fifteen dollars and zero cents	(\$17,637,315.00)
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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, Part VII, 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 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, NPDES – FDEP Notice of Termination (NOT) has been delivered to the County Designated Representative, 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 Seventeen million, six hundred thirty-seven thousand, three hundred fifteen dollars and zero cents (\$17,637,315.00) 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

[Handwritten Signature]

By: ELIZABETH NARVERUD

Title: CHAIRWOMAN

[CORPORATE SEAL]

[Handwritten Signature: Heidi Kuyper, Deputy Clerk]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

B.R.W. Contracting, Inc.

[Handwritten Signature] 9/18/2024

By: James M. Pietracatella, Jr.

Title: President of B.R.W. Contracting, Inc.

[CORPORATE SEAL]

[Handwritten Signature: Jessica Chattin] 9/18/2024

Attest: Jessica Chattin

Title: Estimating Coordinator

Address for giving notices:

2522 Hunt Road

Land O'Lakes, FL 34638

Agent for service of process:

[Handwritten Signature: James M. Pietracatella, Jr.]

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