

AGENDA ITEM

TITLE

Award of Contract to Goodwin Bros. Construction, Inc., for Concrete Work at Solid Waste and Recycling Department West Convenience Center (Contract No. 19-R00007/BK; Amount: \$197,621.54)

BRIEF OVERVIEW

On May 14, 2019, the Board approved Contract No. 19-R00007/BK Request for Qualifications for Construction Services Under \$200K, Doc Id. No. 15661, pre-qualifying nine (9) Contractors for four (4) Construction Categories. The Purchasing and Contracts Department was to bring to the Board any quote that exceeded the ABR of \$35,000.00.

On September 18, 2021, the Hernando County Solid Waste and Recycling Department solicited Quote No. 58 under Contract No. 19-R00007/BK for the West Convenience Center Concrete Work comprised of pouring a pad on the north side of the ramp, pouring two vertical cap walls where trailers are backed into place and pouring new concrete for three (3) chutes that are located on the ramp.

The quote was sent to the three (3) Pre-qualified Contractors under Category A: Public Works (concrete work, asphalt resurfacing and repair, site work). Two (2) responses were received.

Quoter	Quote
Goodwin Bros. Construction, Inc., Brooksville, FL	\$197,621.54
Grosz Construction Co., Inc., Tampa, FL	\$198,990.00

The Hernando County Solid Waste and Recycling Department is recommending award of Quote No. 58 to Goodwin Bros. Construction, Inc., for the West Convenience Center Concrete Work.

In accordance with Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Expense Account – 4471-07691-5626301 Solid Waste/Recyc-Capital, Improv (Grtr than 10,000) in the amount of \$197,621.54.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman’s signature on the attached work authorization for Quote No. 58 under Contract No. 19-R00007/BK, to Goodwin Bros. Construction, Inc., for the West Convenience Center Concrete Work in the amount of \$197,621.54 and authorize the Chief Procurement Officer to approve change orders as become necessary and required.

The Contract requires that any cost above the ABR (Advertised Bidding Requirement) of \$35K requires Board purchase approval.

REVIEW PROCESS

Patty Hall	Completed	11/18/2021 11:23 AM
Toni Brady	Completed	12/01/2021 11:09 AM
Brooks Ahrens	Completed	11/18/2021 3:29 PM
Scott Harper	Completed	12/01/2021 8:24 AM
Gordon Onderdonk	Completed	12/01/2021 2:45 PM
Pamela Hare	Completed	11/23/2021 8:46 AM
Kyle J. Benda	Completed	11/23/2021 12:14 PM
Jenine Wimer	Completed	12/01/2021 4:50 PM
Tobey Phillips	Completed	12/02/2021 12:50 PM
Jeffrey Rogers	Completed	12/03/2021 7:42 AM
Colleen Conko	Completed	12/07/2021 9:35 AM
Board of County Commissioners	Completed	12/14/2021 9:00 AM

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Dukes, Commissioner
SECONDER: John Allocco, Vice Chairman
AYES: Champion, Allocco, Narverud, Dukes, Holcomb



DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

December 20, 2021

TO: ALL RESPONDENTS

**RE: QUOTE NO. 58 WEST CONVENIENCE CENTER CONCRETE WORK
UTILIZING CONTRACT NO. 19-R00007/BK CONSTRUCTION SERVICES UNDER \$200K**

RE: AWARD OF PROJECT

You are hereby notified that the Board of County Commission on 12/14/21, Doc Id No. 19083, has approved the award of this project as follows:

**Goodwin Bros. Construction, Inc.
14341 Ponce De Leon Blvd.
Brooksville, FL 34601**

I want to thank you on behalf of Hernando County for your interest and response to the Invitation to Quote.

If you have any questions, please contact Diane Kafritsen, Purchasing Agent, at 352-754-4020.

Sincerely,

For: Toni Brady,
Chief Procurement Officer

Attachment

pc via email: Tobey Phillips, Deputy County Administrator
Gordon Onderdonk, Director of Utilities
Scott Harper, Solid Waste Services Manager
Carmen Bruno, Recycling Coordinator
Brooks Ahrens, Finance Supervisor
Michaela Gambrel, Administrative Assistant II

cc: Contract File No.19-R00007/BK, Quote No. 58, BOCC Doc Id No. 19083



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
WORK AUTHORIZATION**

This Contract, entered into this 14th day of December, 2021, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Goodwin Bros. Construction, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER \$200K - RFQ NO. 19-R00007/BK

West Convenience Center Concrete Work– 19-R00007-58

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project 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:

A. The Contract Documents for RFQ 19-R00007/BK consist of the following:

Solicitation-Offer-Award
(Cover Page)

Required Forms
(Section VI)

Advertisement of Request for Qualifications
(Section I)

**Request for Quote – 19-R00007-58
West Convenience Center Concrete Work**

Definitions
(Section II)

Work Authorization and Required Documents After Award

Solicitation Document
(Section III)

Construction Agreement and Required Documents After Award
(Section IX)

General Conditions for Quotes
(Section IV)

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

Special Conditions for Quotes
(Section V)

All addenda issued by the County prior to the receipt of Quotes 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 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 Quote
2. Documentation submitted by Vendor/Contractor after to Notice of Award:
 - a. Insurance Certificate
- B. 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)
- C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).
- D. There are no Contract Documents other than those listed in this Article.
- E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

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 **NA**, for the plans and specifications. **Scott Harper** 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:

- A. 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:

- A. Vendor/Contractor agrees that the work will be substantially complete within **one hundred and twenty (120)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **one hundred and fifty (150)** 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 **NA**. 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 Quote an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

A. For all work other than Unit Price Work, a Lump Sum of:

One Hundred Ninety-Seven Thousand, Six Hundred Twenty-One and 54/100	(\$97,621.54)
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 34.2.2.

B. 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 Paragraph 34.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 34.3. Unit prices have been computed as provided in Paragraph 34.3.

UNIT PRICE WORK

ITEM	QTY	DESCRIPTION	PART NO	UNIT PRICE	EXTENDED PRICE
1	220	Concrete Pad/Driveway	CY	\$ 666.75	\$ 146,685.00
2	7	Cap wall	CY	\$ 4,471.47	\$ 31,300.29
3	23	Chute Pad	CY	\$ 853.75	\$ 19,636.25

\$197,621.54

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	\$ One Hundred Ninety-Seven Thousand, Six Hundred Twenty-One and 54/100	\$(197,621.54)
	(use words)	(figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. 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:

1. Prior to Completion of fifty percent (50%) of the Project, 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:
 - a. Ninety percent (90%) of work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
2. Upon Completion of fifty percent (50%) of the Project, 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:
 - a. Ninety-five percent (95%) of work completed (with the balance being retainage); and
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
3. Upon Completion of the fifty percent (50%) of the Project, the Vendor/Contractor may make application for payment of up to fifty percent (50%) of all retainage amount held by the Owner, and the Owner shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version) unless the Owner has grounds for withholding said payment.

5.03 Final Payment:

- A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, 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.
- B. 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 monies 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:
- A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
 - B. 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.
 - C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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:

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

8.02 Assignment of Contract:

- A. 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, monies 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 Successors and Assigns:

- A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

8.04 Severability:

- A. 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.

- 8.05** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but 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 Hundred Ninety-Seven Thousand, Six Hundred Twenty-One and 54/100 Dollars (\$197,621.54) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

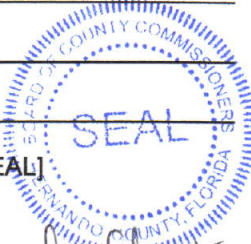
IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: STEVE CHAMPION

Title: CHAIRMAN

[CORPORATE SEAL]



Susan Buena, Deputy Clerk

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

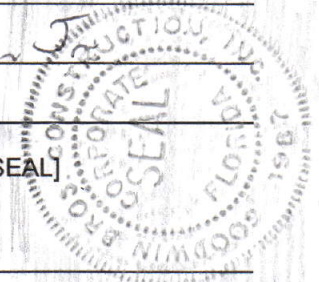
VENDOR/CONTRACTOR

GOODWIN BROS. CONSTRUCTION, INC.

By: Daniel Goodwin

Title: President

[CORPORATE SEAL]



Tom Charlson

Attest: Tom CHARLSON

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.)



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 22000491

PAGE NO. 1

daniel@goodwinbrosinc.com
15314 FAX: 352-544-1081
GOODWIN BROS CONSTRUCTION, INC.
P O BOX 1689
BROOKSVILLE FL 34605-1689

Copy
NORTHWEST LANDFILL
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

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ORDER DATE: 12/30/21		BUYER: MGAMBREL		REQ. NO.: RQ220579	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: FOB-DESTINATION		DESC.: CONCRETE WORK AT WEST CON	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>This Purchase is in accordance with Hernando County Contract No. 19-R00007/BK, BOCC Approved on: 05/14/19, Doc ID No. 15661. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. This Contract is effective from 5/14/19 through 5/13/21 with two (2) twelve (12) month renewal option.</p> <p>Substantial Completion is required within one hundred twenty (120) calendar days after commencement date indicated in the Notice to Proceed and ready for final payment within one hundred fifty (150) calendar days. The Chief Procurement Officer is authorized to approve change orders as become necessary and required.</p> <p>Purchase Order is for concrete work at the West Convenience Center, Spring Hill. A pad will be poured on the north side of the ramp, two (2) vertical cap walls where trailers are backed into place, and new concrete for three (3) chutes that are located on the ramp</p> <p>Unit Price Work: 1. Qty 220- Concrete Pad/Driveway, Unit Price \$666.75, Ext Price \$146,685.00</p>					

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

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.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

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 & Waiver Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 22000491

PAGE NO. 2

daniel@goodwinbrosinc.com
15314 FAX: 352-544-1081
GOODWIN BROS CONSTRUCTION, INC.
P O BOX 1689
BROOKSVILLE FL 34605-1689

Copy
NORTHWEST LANDFILL
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

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ORDER DATE: 12/30/21		BUYER: MGAMBREL		REQ. NO.: RQ220579	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: FOB-DESTINATION		DESC.: CONCRETE WORK AT WEST CON	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
2. Qty 7- Cap Wall, Unit Price \$4,471.47, Ext Price \$31,300.29 3. Qty 23- Chute Pad, Unit Price \$853.75, Ext Price \$19,636.25 Total: \$197,621.54 The County Contact Person is: Scott Harper, Phone Number: 352-754-4112 The Contractor Contact is: Daniel Goodwin, Email: daniel@goodwinbrosinc.com, Tom Charlow, Email: estimato					
01	220.00	QTY	CONCRETE; PAD/DRIVEWAY	666.7500	146,685.00
02	7.00	QTY	CONCRETE; CAP WALL	4471.4700	31,300.29
03	23.00	QTY	CONCRETE; CHUTE PAD	853.7500	19,636.25

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	197,621.54
01	07691 5626301	146,685.00		TOTAL \$	197,621.54
02	07691 5626301	31,300.29			
03	07691 5626301	19,636.25			

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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.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

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

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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 & Waiver Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident