HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR

BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 24000467-5

VENDOR:
phyllis@brwcontracting.org
31320 FAX: 813-996-1129
BRW CONTRACTING INC
2522 HUNT RD
LAND O LAKES FL 34639

SHIP TO:
DPW ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/14/23	BUYER: SLAKIS	REQ. NO.: RQ240471	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: ROYAL HIGHLANDS & RIDGE M	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance with Hernando County Contract: RECONSTRUCTION AND PAVING OF ROYAL HIGHLANDS & RIDGE MANOR ROADS, No. 23-C00326/AP with B.R.W. Contracting, Inc., BOCC Approved on 10/10/2023, Doc ID No. 12531. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. A Notice to Proceed will be issued at a later date in advance of work being performed. The Period of Performance is 280 days from NTP. County Contact: Scott Nelson, Phone: (352) 754-4060 , Email: ScottN@co.hernando.fl.us Contractor Contact: James Pietracatella, Jr., Phone: (813) 996-5882, Email: jimp@brwcontracting.org 8/2/24 Change order No 1 - MP Contract #: 23-C00326/AP Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads Grant: N/A CO #1 is to add additional materials plus 10 days to project timeline to pave Baker Blvd to the East of Glenchester and close gap to existing asphalt road.		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: ____________________
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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(a) Worker's Compensation	Statutory requirements at location of work
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(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

Increase Line 3 $26,453.00; New Line Total $993,889.00
New PO Total $2,545,259.00

Current Substantial Completion date: 12/18/2024
New Substantial Completion date: 12/28/2024
Current Final Completion date: 01/17/2025
New Final Completion date: 01/27/2025

Dept 03211 Account 5616313 line #3 $26,453.00

56163-13 3 26453.00 110960

9/3/24 Change Order No 2 - MP
Contract #: 23-C00326/AP Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads

CO #2 is to add additional gopher tortoise excavations and relocations on Arbor St and Emerald St.
Increase Line 1 $7,250.00; New Line Total $466,465.00
Increase Line 2 $16,750.00; New Line Total $542,276.00

New PO Total $2,569,259.00

3211-5616313 1 7250.00 111000

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APPROVED BY: Carla Rossiter-Smith
CHIEF PROCUREMENT OFFICER

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

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

3211-5616313 2 16750.00 110970

10/28/2024 Change Order No 3 - MP
Contract #: 23-C00326/AP
Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads
CO #3 is to add additional gopher tortoise burrow monitoring on Arbor St.
Increase Line 1 $3,900.00; New Line Total $470,365.00

New PO Total $2,573,159.00

PO is to remain open through project completion.
3211-5616313 1 3900.00 111000

11/6/2024 - CHANGE ORDER NO. 4 - LB
Contract#: 23-C00326/AP
Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads
CO #4 is for the construction of a 10©x17© concrete apron to tie-in to an existing driveway located at 6060 Emerald Dr.

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossiter-Smith
CHIEF PROCUREMENT OFFICER

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Increase Line #2: $6,300.00; New Line Total: $548,576.00 Old PO Total: $2,573,159.00; New PO Total: $2,579,459.00 PO is to remain open through project completion. Dept 03211; Account 5616313; Project: 110970; Line #2 $6,300.00 3211-5616313 2 6300.00 110970 12/17/2024 Change Order No 5 - MP Contract #: 23-C00326/AP Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads CO #5 is to add gopher tortoise burrow monitoring on Emerald Drive. Increase Line 2 $1,950.00; New Line Total $550,526.00 Old PO Total $2,579,459.00; New PO Total $2,581,409.00 PO to remain open through completion of project.		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

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CHIEF PROCUREMENT OFFICER

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			Dept 03211, Account 5616313, Project 110970, Line #2 $1,950.00		
			3211-5616313 2 1950.00 110970		
01	470365.00	JOB	ARBOR STREET - PAVING/RESURFACING	1.0000	470,365.00
02	550526.00	JBO	EMERALD DRIVE - PAVING/RESURFACING	1.0000	550,526.00
03	993889.00	JOB	GLENCHESTER DRIVE - PAVING/RESURFACING	1.0000	993,889.00
04	566629.00	JOB	NODOC DRIVE - PAVING/RESURFACING	1.0000	566,629.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	03211	5616313	470,365.00	111000
02	03211	5616313	550,526.00	110970
03	03211	5616313	993,889.00	110960
04	03211	5616313	566,629.00	110950

PAGE TOTAL	$	2,581,409.00
TOTAL	$	2,581,409.00

PDF Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: Carla Rossiter-Smith
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

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, 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 the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
(b) Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg.
Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
(c) Automobile Liability	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	
(1.) Bodily Injury	$ 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-CHANGE NO. 24000467-5
CHANGE DATE: 12/17/24

PAGE NO. 1

VENDOR
phyllis@brwcontracting.org
31320 FAX: 813-996-1129
BRW CONTRACTING INC
2522 HUNT RD
LAND O LAKES FL 34639

SHIP TO
DPW - ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 12/14/23	BUYER: SLAKIS	REQ. NO.: RQ240471	REQ. DATE: 11/06/23
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 5	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			12/17/2024 Change Order No 5 - MP Contract #: 23-C00326/AP Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads CO #5 is to add gopher tortoise burrow monitoring on Emerald Drive. Increase Line 2 $1,950.00; New Line Total $550,526.00 Old PO Total $2,579,459.00; New PO Total $2,581,409.00 PO to remain open through completion of project. Dept 03211, Account 5616313, Project 110970, Line #2 $1,950.00 3211-5616313 2 1950.00 110970		
02	1950.00	JBO	EMERALD DRIVE - PAVING/RESURFACING	.0000	1,950.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
02	03211	5616313	1,950.00	110970

PAGE TOTAL	$	1,950.00
TOTAL	$	1,950.00

SEE TERMS AND CONDITIONS ON REVERSE SIDE **APPROVED BY:** Carla Rossiter-Smith
CHIEF PROCUREMENT OFFICER

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	$ 100,000 by employee
	$ 500,000 policy limit
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Of Subrogation)	$ 1,000,000 Each Occurrence
	$ 5,000 Medical Expense
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Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Rev: 3

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: BRW CONTRACTING INC

Change Order No. 5
Contract No. 24000467
Change Order Date: 12-10-2024
Contract Date:

Project Description:

Royal Highlands & Ridge Manor Paving

The Project is Changed as Follows

Justification: Contract #: 23-C00326/AP
Contract Name: Reconstruction and Paving of Royal Highlands and Ridge Manor Roads
CO #5 is to add gopher tortoise burrow monitoring on Emerald Drive.

Increase Line 2 $1,950.00; New Line Total $550,526.00
Old PO Total $2,579,459.00; New PO Total $2,581,409.00
Dept 03211, Account 5616313, Project 110970, Line #2 $1,950.00

Total Addition/Deduction this Change Order:	1,950.00
The Original Contract Sum was	2,518,806.00
Net Change by previously authorized Change Orders:	60,653.00
The Contract Sum prior to this Change Order was	2,579,459.00
The Net Amount of this Change Order is:	1,950.00
The new Contract Sum including this Change Order will be	2,581,409.00
The Contract Time will be changed by this Change Order (Days):	
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:
BRW CONTRACTING INC
2522 HUNT RD
LAND O LAKES, FL 34639

Conor MacNamara Digitally signed by Conor MacNamara DN: C=US, E=conor@brwcontracting.org, CN="Conor MacNamara" Date: 2024.12.10 09:54:09-05'00'

Authorized Signature
Date:

Owner or Owner's Representative:
Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

Carla Rossiter-Smith

Chief Procurement Office
Date: 12/13/24

Distribution:
- Vendor - Original
- Purchasing & Contracts
- Finance
- Requisitioning
- Contract File

REV: 03/01/2013

B R W CONTRACTING,INC.

P.O. BOX 1128
Land O Lakes, Fl. 34639

PROJECT NAME	**Reconstruction and Paving of Royal Highlands & Ridge Manor Roads**
DATE	**12/3/2024**
PROPOSAL TO	**Hernando County Public Works Dept**
ATTN	**Scott E. Nelson**
C.O. NUMBER	**COP #9 - GT Burrow Construction Monitoring Emerald Dr**

We are pleased to submit herewith our proposal to complete the above referenced project as follows

DESCRIPTION OF WORK	UNIT	SCHEDULED QUANTITY	SCHED. UNIT VALUE	TOTAL SCHEDULED VALUE
Gopher Tortoise Burrow Monitoring (Alternative to Off-site Relocation)				
Emerald Drive (Burrows 14, 16 & 17)	EA	3.00	$ 650.00	$ 1,950.00
Change Order Proposal Total				**$ 1,950.00**

Accepted this 10 day of Dec 2024

By: [signature]

Title:

By: Conor MacNamara Digitally signed by Conor MacNamara DN: C=US, E=conor@brwcontracting.org, CN="Conor MacNamara"

Title:

1525 EAST JEFFERSON STREET • BROOKSVILLE, FLORIDA 34601
P 352.754.4060 • F 352.754.4423 • W www.HernandoCounty.us

MEMORANDUM

TO: J. Scott Herring, P.E.
Public Works Director / County Engineer

FROM: Scott E. Nelson SEN
Project Manager

DATE: December 10, 2024

SUBJECT: **AEGN Project**
PO# 24000467
Contract # 23C00326

Please see the attached Change Order Request from BRW for the Emerald Drive Surface Treatment Project.

The Change Order request of $1,950 is for the Gopher Tortoise Monitoring for THREE burrows 14, 16 & 17. These burrows were not captured of relocated.