



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

This Contract, entered into this 13th day of September, 2022, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Rowland, Inc., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

ITB NO. 22-C00117/DK

SPRING HILL, 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 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:

1.01.1 The Contract Documents for Bid No. 22-C00117/DK consist of the following:

Solicitation-Offer-Award
(Cover Page)

Advertisement of Bid
(Section I)

Solicitation Instructions
(Section II)

General Conditions
(Section III)

Special Conditions
(Section IV)

**Supplementary Conditions for
Federal/State Requirements**
(Section V) - NA

Scope and Specifications
(Section VI)

Bid Form
(Section VII)

Required Forms and Certifications
(Section VIII)

**Construction Agreement and Required
Documents After Award**
(Section IX)

Reference Documents
(Section X)

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.

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:

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 Bid
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
 - a. Insurance Certificate
 - b. Payment and Performance Bond

1.02 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)

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

1.04 There are no Contract Documents other than those listed in this Article

1.05 The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

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 **Thomas M. Nogaj, PHD., P.E., Cardno Inc.**, for the plans and specifications. **Jared Waring, P.E. Hernando County Utilities Department** 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.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
6	Construct DI Fitting - 4" 45° Bend (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	15	\$ 702.00	\$ 10,530.00
7	Construct DI Fitting - 6" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	6	\$ 907.70	\$ 5,446.20
8	Construct DI Fitting - 10" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	3	\$ 1,700.30	\$ 5,100.90
9	Construct DI Fitting - 4" 22.5 Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	2	\$ 646.40	\$ 1,292.80
10	Construct DI Fitting - 4"x4"x4" Tee (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	\$ 869.80	\$ 869.80
11	Construct DI Fitting - 10"x10"x10" Tee (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	\$ 2,403.50	\$ 2,403.50
12	Construct DI Fitting - 4"x4"x4" Wye (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	\$ 1,311.10	\$ 1,311.10
13	Construct DI Fitting - 10"x4" Reducer (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	2	\$ 1,420.60	\$ 2,841.20
14	Construct DI Fitting – 4" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	3	\$ 652.50	\$ 1,957.50
15	Construct DI Fitting - 6" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	2	\$ 934.50	\$ 1,869.00
16	Construct DI Fitting - 10" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	1	\$ 1,715.40	\$ 1,715.40
17	Construct 10" DI Plug/Cap (MJ) County to ODP Plug/Cap only– price for labor, eqpt, etc for installation.	EA	8	\$ 1,523.90	\$ 12,191.20
18	Construct 4" Gate Valve Assembly (MJ) County to ODP Valve Assembly only– price for labor, eqpt, etc for installation.	EA	2	\$ 1,823.70	\$ 3,647.40

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
19	Construct 10" Tapping Valve (MJ) County to ODP Valve only – price for labor, eqpt, etc for installation.	EA	1	\$ 5,842.10	\$ 5,842.10
20	Construct 10" Tapping Sleeve County to ODP Sleeve only – price for labor, eqpt, etc for installation.	EA	1	\$ 5,418.80	\$ 5,418.80
21	Construct 10" Temporary Line Stop County to ODP Line Stop only– price for labor, eqpt, etc for installation.	EA	3	\$ 11,175.90	\$ 33,527.70
22	Construct 4" C900/RJ PVC Force Main (Certa Lok) County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	345	\$ 434.79	\$ 150,002.55
23	Construct 4" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	122	\$ 160.47	\$ 19,577.34
24	Construct 6" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	24	\$ 296.91	\$ 7,125.84
25	Construct 10" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	25	\$ 716.31	\$ 17,907.75
26	2" Existing PVC Pipe Removal	LF	30	\$ 4.00	\$ 120.00
27	4" Existing PVC Pipe Removal	LF	134	\$ 8.25	\$ 1,105.50
28	6" Existing PVC Pipe Removal	LF	80	\$ 8.25	\$ 660.00
29	10" Existing PVC Pipe Removal	LF	125	\$ 10.30	\$ 1,287.50
30	10" Existing AC Pipe Removal	LF	40	\$ 25.70	\$ 1,028.00
31	Construct Grouting on Existing Pipe	CY	180	\$ 263.40	\$ 47,412.00
32	Joint Restraint Existing 10" FM County to ODP Force Main only – price for labor, eqpt, etc for installation.	EA	11	\$ 331.10	\$ 3,642.10
33	Construct Locator Wire Riser Assembly	EA	18	\$ 152.40	\$ 2,743.20
34	Concrete Sidewalk Removal & Replacement	SY	61	\$ 67.40	\$ 4,111.40
35	Additional Sod	SY	200	\$ 4.00	\$ 800.00
36	Unsuitable Material Removal	CY	50	\$ 23.30	\$ 1,165.00
37	Additional Select Fill Material	CY	50	\$ 28.00	\$ 1,400.00
	Total				\$ 447,022.28

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	\$	Four Hundred Forty-Seven Thousand, Twenty-Two and 28/100	\$(<u>447,022.28</u>)
		(use words)	(figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

5.01.1 Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 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:

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 Owner Designated Representative may determine or Owner 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 Owner Designated Representative's recommendation of payment in accordance with Paragraph 59.7.1, 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.

5.03.2 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, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

6.01 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 Owner to enter into this Agreement 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 as to 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 as to 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 Owner 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:

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

8.02 Assignment of Contract:

- 8.02.1** 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:

- 8.03.1** 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.

8.04 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) 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 Four Hundred Forty-Seven Thousand, Twenty-Two and 28/100 Dollars (\$447,022.28) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: STEVE CHAMPION

Title: CHAIRMAN



[CORPORATE SEAL]

fa
Heidi Kuppe, 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

ROWLAND, INC.

By: Kenneth Rowland

Title: Vice President



[CORPORATE SEAL]

Sheila Hilson

Attest: Sheila Hilson

Title: Office Manager

Address for giving notices:

6855 102nd Ave. N

Pinellas Park, FL 33782

Agent for service of process:

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

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 22-C00117/DK	SOLICITATION TITLE: SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063	DATE ISSUED: MAY 4, 2022	CONTRACT NO: 22-C00117/DK
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Steve Champion, Chairman John Allocco, Vice Chairman Elizabeth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb		SUBMIT BID OFFER TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DR. BROOKSVILLE, FL 34604 Toni Brady Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON JUNE 1, 2022.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **3:00 P.M. ON JUNE 1, 2022.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida. (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ 478,646.00

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **ONE HUNDRED TWENTY (120) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS	
BIDDER'S INFORMATION Rowland Inc. Company Name 6855 102nd Ave. N. Address Pinellas Park Florida 33782 City (727) 545-3815 State (727) 546-8464 Zip Code kevin@rowland-inc.com Phone Number Fax Number Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE: <i>K. O. Rell</i> OFFER DATE: 06/08/22

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 2/4/22	LR NO.: 2022-63	BY: Kyle Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: Hernando County Utilities Department 15365 Cortez Boulevard Brooksville, FL 34613	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: <i>Steve Champion, Chairman</i>	
	SIGNATURE: <i>[Signature]</i>	AWARD DATE: 9-13-2022

SECTION VII - BID FORM (3RD REVISED)

BID FORM

FOR

ITB NO. 22-C00117/DK – SPRING HILL WATER RECLAMATION FACILTY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total Bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	LS	1	47,864.60	47,864.60
2	Bonding and Insurance	LS	1	2,488.90	2,488.90
3	Surveying, Video, As-Builts	LS	1	14,500.00	14,500.00
4	Erosion Control	LS	1	8,091.00	8,091.00
5	Maintenance of Traffic	LS	1	28,025.00	28,025.00
6	Construct DI Fitting - 4" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	48 15	702.00	10,530.00
7	Construct DI Fitting - 6" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	6	907.70	5,446.20
8	Construct DI Fitting - 10" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	3	1,700.30	5,100.90
9	Construct DI Fitting - 4" 22.5 Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	2	646.40	1,292.80
10	Construct DI Fitting - 4"x4"x4" Tee (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	869.80	869.80
11	Construct DI Fitting - 10"x10"x10" Tee (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	2,403.50	2,403.50
12	Construct DI Fitting - 4"x4"x4" Wye (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	1,311.10	1,311.10

Rowland Inc.

 Company Name



 Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - BID FORM – CONTINUED (3rd REVISED)

BID FORM

FOR

ITB NO. 22-C00117/DK – SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
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14	Construct DI Fitting – 4" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	53	652.50	1,957.50
15	Construct DI Fitting - 6" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	32	934.50	1,869.00
16	Construct DI Fitting - 10" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	21	1,715.40	1,715.40
17	Construct DI Fitting – 16" Sleeve (MJ) Construct 10" DI Plug/Cap (MJ) County to ODP Plug/Cap only– price for labor, eqpt, etc for installation.	EA	48	1,523.90	12,191.20
18	Construct 10" DI Plug/Cap (MJ) Construct 4" Gate Valve Assembly (MJ) County to ODP Valve Assembly only– price for labor, eqpt, etc for installation.	EA	402	1,823.70	3,647.40
19	Construct 4" Gate Valve Assembly (MJ) Construct 10" Tapping Valve (MJ) County to ODP Valve only – price for labor, eqpt, etc for installation.	EA	31	5,842.10	5,842.10
20	Construct 6" Gate Valve Assembly (MJ) Construct 10" Tapping Sleeve County to ODP Sleeve only – price for labor, eqpt, etc for installation.	EA	41	5,418.80	5,418.80
21	Construct 10" Gate Valve Assembly (MJ) Construct 10" Temporary Line Stop County to ODP Line Stop only– price for labor, eqpt, etc for installation.	EA	43	11,175.90	33,527.70

Rowland Inc.
Company Name


Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - BID FORM – CONTINUED (3rd REVISED)

BID FORM

FOR

ITB NO. 22-C00117/DK – SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
22	Construct 4" C900/RJ PVC Force Main (Certa Lok) County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	345	483.10	166,669.50
23	Construct 4" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	122	178.30	21,752.60
24	Construct 6" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	24	329.90	7,917.60
25	Construct 10" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	25	795.90	19,897.50
26	2" Existing PVC Pipe Removal	LF	30	4.00	120.00
27	4" Existing PVC Pipe Removal	LF	134	8.25	1,105.50
28	6" Existing PVC Pipe Removal	LF	80	8.25	660.00
29	10" Existing PVC Pipe Removal	LF	125	10.30	1,287.50
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33	Construct Locator Wire Riser Assembly	EA	18	152.40	2,743.20
34	Concrete Sidewalk Removal & Replacement	SY	61	67.40	4,111.40
35	Additional Sod	SY	200	4.00	800.00
36	Unsuitable Material Removal	CY	50	23.30	1,165.00
37	Additional Select Fill Material	CY	50	28.00	1,400.00

TOTAL BASE BID: \$478,646.00

TOTAL BASE BID (in words): Four Hundred Seventy Eight Thousand, Six Hundred Forty Six DOLLARS

Rowland Inc.
Company Name


Authorized Signature

This document must be completed and returned with your Submittal.

SECTION VII - BID FORM Continued (3rd REVISED)

BID SUBMISSION

FOR

ITB NO. 22-C00117/DK – SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

The Board of County Commissioners
Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, Plans and Specifications and other Contract Documents, with the Bond Requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the:

SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Agreement and all other documents related thereto on file in the Office of the Hernando County Purchasing and Contracts Department and if awarded the Contract, to complete said work within the time limits specified for their Bid price.

Rowland Inc.
COMPANY NAME
6855 102nd Ave. N.
MAILING ADDRESS
Pinellas Park, FL 33782
CITY, STATE AND ZIP CODE

AUTHORIZED SIGNATURE

Kevin D. Rowland President
CONTACT PERSON (Name) (Title)
Kevin D. Rowland
NAME (Print)
(727) 545-3815 (727) 546-8464 kevin@rowland-inc.com
TELEPHONE NO. – FAX NO. - EMAIL ADDRESS

Inquiries regarding this Invitation for Bid may be directed to Diane Kafrissen, Purchasing Agent II, at telephone number 352-754-4020 or email purchasing@hernandocounty.us with a copy to DKafrissen@hernandocounty.us .

IMPORTANT NOTE: When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

This document must be completed and returned with your Submittal.

PROPOSAL ONE (1)

TO HERNANDO COUNTY, FLORIDA for

SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW

DIVERSIONS - RE-BID OF 22-C00063

and doing such other work incidental thereto, all in accordance with the Contract documents, marked

SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding Contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the Proposal, as Bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in the Proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will Contract with Hernando County, Florida in the form of Contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL TWO (2)

If the foregoing Proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory Contract as stated in the Advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the Proposal Bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on Hancock Whitney Bank,
for the sum of: Twenty Three Thousand, Nine Hundred
Thirty Two Dollars and thirty Cents (\$23,932.30).

The full names and residences of all persons and parties interested in the foregoing Bid are as follows:

(If Corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of Agreement whereby such person's improvements, enrichment, employment of possible benefit, whether Sub-Contractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

NAMES:

ADDRESSES:

Kevin D. Rowland, President

6855 102nd Ave. N., Pinellas Park, FL 33782

Richard Mansfield, Secretary

6855 102nd Ave. N., Pinellas Park FL 33782

Signature of Bidder

K. D. Rowland

(The Bidder must indicate whether a Corporation, Partnership, Company or Individual)

PROPOSAL THREE (3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice-President, he must, by affidavit, show his authority to bind the Corporation.

By: K. O. M Title: President

Business Address of Bidder: 6855 102nd Ave. N.,

City/State/Zip: Pinellas Park, FL 33782

Dated at: Pinellas Park, FL, this 8th day of June A.D., 2022.

SECTION VIII REQUIRED FORMS AND CERTIFICATIONS WITH BID SUBMISSION

**SECTION VIII
ATTACHMENT 2**

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (current version), hereby certify that,
(print or type name of firm) Rowland Inc.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

K. O. M

Authorized Signature
June 8, 2022

Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 8th day of June, 2022

Personally known X or Produced Identification _____
(Specify Type of Identification)

Honore P. DuFaux III

Signature of Notary

My Commission Expires: March 18, 2026



Honore P. DuFaux III
Comm.: HH 222077
Expires: Mar. 18, 2026
Notary Public - State of Florida

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 3**

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO
COUNTY EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

Kevin D. Rowland, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said Bid/Proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

K. D. Rowland
Affiant

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 8th day of June, 2022

by Kevin D. Rowland, who is personally known to me or who has produced as identification and who did take an oath.

Honore P. DuFaux III

Notary Public: Honore P. DuFaux III
My Commission Expires: March 18, 2026



Honore P. DuFaux III
Comm.: HH 222077
Expires: Mar. 18, 2026
Notary Public - State of Florida

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 4**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES (current version), IN PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

County of Hernando

by Kevin D. Rowland
[print individual's name and title]

for Rowland Inc.
[print name of entity submitting sworn statement]

whose business address is 6855 102nd Ave. N., Pinellas Park, FL 33782

(if applicable) its Federal Employer Identification Number (FEIN) is 59-0978899
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts

or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

K. Rowland June 8, 2022
[signature] [date]

STATE OF FLORIDA
COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Kevin D. Rowland who, after first being
[Name of Individual Signing]
sworn by me, affixed his signature in the space provided above on this

8th day of June, 2022
Honore P. DuFaux III
NOTARY PUBLIC

My commission expires: March 18, 2026



Honore P. DuFaux III
Comm.: HH 222077
Expires: Mar. 18, 2026
Notary Public - State of Florida


This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 5**

AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name	<u>Kevin D. Rowland</u>	Title	<u>President</u>	Phone No	<u>(727) 545-3815</u>
	<u>Kenneth D. Rowland</u>		<u>Vice President</u>		<u>(727) 545-3815</u>
	_____		_____		_____
	_____		_____		_____


 (Signature)
President
 (Title)
Rowland Inc.
 (Name of Business)

The Vendor/Contractor shall complete and submit the following information with the Bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership
 _____ Joint Venture X Corporation

State of Incorporation: Florida
 Federal I.D. is 59-0978899

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 6

VENDOR/CONTRACTOR INFORMATION

In addition to General conditions, your BID/PROPOSAL may be disqualified if the following Vendor/Contractor information is not returned with your BID/PROPOSAL.

Vendor/Contractor is:

- () Corporation
 () Partnership
 () Sole Proprietorship
 () Other _____ (Explain)

Federal Employer Identification Number: 59-0978899

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Rowland Inc.

Mailing Address: 6855 102nd Ave. N.

City Pinellas Park State FL Zip 33782

Telephone No. (727) 545-3815 Fax No. (727) 546-8464

Web Address: www.rowland-inc.com EMail: kevin@rowland-inc.com

Commodity or Service Supply: Underground Utility Installation

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

An ACH electronic payment method is offered as an alternative to a payment by physical check.

() Please check this box if you accept the ACH electronic payment method.

(Recommended and Preferred)

Signature: 

Name & Title Printed: Kevin D. Rowland, President

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 7**

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Kevin D. Rowland, President

[Print individual's name and title]

for Rowland Inc.

[Print name of Company/Individual submitting sworn statement]

Whose business address is 6855 102nd Ave. N., Pinellas Park, FL 33782

(If applicable) its Federal Employer Identification Number (FEIN) is 59-0978899

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote? YES NO

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

Kevin D. Rowland
[Signature]

June 8, 2022
[Date]

STATE OF FLORIDA
COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority Kevin D. Rowland who, after first being Sworn by me, affixed his signature in the space provided above on this 8th Day of June, 2022.

Honore P. DuFaux III
NOTARY PUBLIC

My commission expires: March 18, 2026



Honore P. DuFaux III
Comm.: HH 222077
Expires: Mar. 18, 2026
Notary Public - State of Florida

Personally Known or Produced Identification _____
Type of Identification Produced _____

SECTION VIII
ATTACHMENT 8
HERNANDO COUNTY
E-VERIFY CERTIFICATION

Bid/Contract No: 22-C00117/DK

Financial Project No(s): _____

Project Description: SPRING HILL WATER RECLAMATION FACILITY
WASTEWATER FLOW DIVERSIONS – RE-BID Of 22-C00063

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: Rowland Inc.

Authorized Signature: *K. D. Rowland*

Print Name: Kevin D. Rowland

Title: President

Date: June 8, 2022

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 9**

**CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL PACKAGE
REQUIREMENTS**

A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of three (3) references. Required format for references is provided at the end of this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

- Project at substantial completion or completed within the last seven (7) years.
- Constructed value of at least \$284,460.00.
- Similar in size and scope to the Spring Hill Water Reclamation Facility Wastewater Flow Diversions.

B. KEY SUBCONTRACTORS:

Each Bidder must submit with its response a list of Sub-Contractors who will perform the work in each of the following categories ("Key Sub-Contractors"). List the name of the proposed Sub-Contractor, or "Bidder" if the Bidder will perform the work, after each work category:

- (1) Surveying TBD
- (2) Earthwork _____
- (3) Erosion Control _____
- (4) Water/Sewer line install _____
- (5) Sidewalk Construction _____
- (6) Sodding _____

C. LICENSES:

The Bidder must be a registered to do business in the State of Florida. All Bidder's and/or Sub-Contractors performing work requiring a specialty license must be licensed in the State of Florida. This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all Sub-Contractors identified herein.

Classification Issuing Government License Issue Date Number
CUC052617

D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing Bidder's Team identifying specific responsibilities of Bidder and Sub-Contractors.

ATTACHMENT 9 Continued

E. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working project manager/ superintendent on a minimum of two projects, similar in size and scope to the SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS - RE-BID OF 22-C00063, within the past seven (7) years.

F. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:

Bidder must demonstrate Bidder's/Key Sub-Contractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- 1) Document prior experience in wastewater flow diversion.

This document should be completed and returned with your Submittal.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

ATTACHMENT 9 Continued**REFERENCE 1**

Reference Business/Owner Name	Pinellas County Utilities
Reference Contact Person	Carlos Solis
Reference Address	
Reference Phone No.	
Reference Email Address	csolis@co.pinellas.fl.us
Project Name	Annual Sanitary Sewer Repair and Extension FY2022-FY2024
Project Location	Various locations around Pinellas County
Contractor Project Manager	Bill Gavitt
Site Superintendent	Various
Contract Amount	\$9,266,424.25
Date Project Commenced	01/01/2022
Date of Substantial Completion	On going work order contract
Date of Final Completion	On going work order contract
Description of Work Performed	Sanitary Sewer Repairs and Extensions throughout Pinellas County

REFERENCE 2

Reference Business/Owner Name	City of Clearwater
Reference Contact Person	Todd Kuhnel
Reference Address	
Reference Phone No.	
Reference Email Address	Todd.Kuhnel@myClearwater.com
Project Name	2018 Sanitary Sewer Point Repair and Improvements
Project Location	Various locations around the City of Clearwater
Contractor Project Manager	Bill Gavitt
Site Superintendent	Various
Contract Amount	\$18,871,352.10
Date Project Commenced	10/01/2018
Date of Substantial Completion	On going work order contract
Date of Final Completion	On going work order contract
Description of Work Performed	Sanitary Sewer Repairs and Extensions throughout the City of Clearwater

ATTACHMENT 9 Continued**REFERENCE 3**

Reference Business/Owner Name	City of St. Pete Beach
Reference Contact Person	Brett Warner
Reference Address	155 Corey Avenue, St. Pete Beach, FL 33706
Reference Phone No.	(727) 367-2735
Reference Email Address	bwarner@stpetebeach.org
Project Name	Wastewater System Repairs
Project Location	Various locations around the City of St. Pete Beach
Contractor Project Manager	Kevin McLaughlin
Site Superintendent	Various
Contract Amount	\$6,867,150.00
Date Project Commenced	November 2021
Date of Substantial Completion	On going work order contract
Date of Final Completion	On going work order contract
Description of Work Performed	Sanitary Sewer Repairs and Extensions throughout City of St. Pete Beach

Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the Bid due date will be considered).

I certify that the qualifications questionnaire information is true and correct to the best of my knowledge:

Company Rowland Inc.

By _____

Name Kevin D. Rowland, President

Signature 

Address 6855 102nd Ave. N., Pinellas Park, FL 33782 Phone (727) 545-3815

Date June 8, 2022

This document should be completed and returned with your Submittal.

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SECTION VIII
ATTACHMENT 10

VENDOR/CONTRACTOR'S LICENSE

**PROVIDE A COPY OF THE CONTRACTOR'S LICENSE(S)
AS STATED IN PARAGRAPH 27**

**SECTION VIII
ATTACHMENT 11**

TRENCH SAFETY ACT COMPLIANCE FORM

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all Sub-Contractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 3.00 per lineal foot.
6. The amount in Item 5 herein includes the Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Sloping	LF	171	\$ 3.00	\$ 513.00
B.				\$	\$
C.				\$	\$
D.				\$	\$
				TOTAL:	<u>513.00</u>

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the Bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: Rowland Inc.
 By: *[Signature]* 06/08/22
 Authorized Signature Date

This document should be completed and returned with your Submittal.

**SECTION VIII
ATTACHMENT 12**

AFFIDAVIT

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA]

COUNTY OF HERNANDO]

Richard Mansfield being duly sworn, deposes and says that he is Secretary of Rowland Inc., a Corporation organized and existing under and by

virtues of the laws of the State of Florida, and having its principal office at:

6855 102nd Ave. N., Pinellas Park, FL 33782 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Rowland Inc. (Name of Corporation) of the

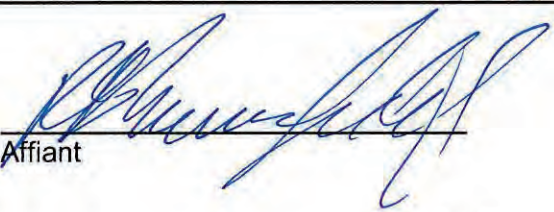
Corporation, is duly authorized to sign Kevin D. Rowland, President (Title)

the Bid for Rowland Inc. for said Corporation by virtues

of:

Bylaws

(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).


Affiant

Sworn to before me this 8th day of June, 2022.

Notary Public

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 14

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES

Respondent Vendor Name: Rowland Inc.

Vendor/Contractor FEIN: 59-0978899

Vendor/Contractor's Authorized Representative Name and Title:
Kevin D. Rowland, President

Address: 6855 102nd Ave. N.

City: Pinellas Park State: Florida Zip: 33782

Phone Number: (727) 545-3815

Email Address: kevin@rowland-inc.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from Contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: 

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:
Kevin D. Rowland, President

Date: June 8, 2022

This document should be completed and returned with your Submittal.

SECTION VIII
ATTACHMENT 15

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

June 8, 2022
(date)

Hernando County
Purchasing and Contracts
15470 Flight Path Dr.
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No Yes

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

No Yes

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

kevin@rowland-inc.com
(Email address)

6855 102nd Ave. N., Pinellas Park, FL 33782
(Address)


(Signature required)

(727) 545-3815
(Phone)

Kenneth D. Rowland
(Print name)

(727) 546-8464
(Fax)

President
(Print title)

59-0978899
(Federal Taxpayer ID Number)

ATTACHMENT 15 Continued

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ <ul style="list-style-type: none"> • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Name: _____ Sign: _____ <ul style="list-style-type: none"> • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/> 			
Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.			
Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

SECTION VIII
ATTACHMENT 16

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated May 24, 2022

Addendum No. 2 Dated May 25, 2022

Addendum No. 3 Dated June 7, 2022

Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

 Rowland Inc.
Company Name


Authorized Signature

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

BIDNET DIRECT

NEWSPAPER

PURCHASING AND CONTRACTS ADVERTISEMENT BOARD

REFERRED BY: _____

OTHER (PLEASE SPECIFY): _____

This document should be completed and returned with your Submittal.

ADDENDUM NO. ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

**SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS – RE-BID
OF 22-C00063**

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 22-C00117/DK

BID DUE DATE: ~~JUNE 1, 2022~~ JUNE 8, 2022

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACES PROVIDED AND
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS – RE-BID OF 22-C00063**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

A. AMENDMENT TO SECTION II – SOLICITATION INSTRUCTIONS

- 1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

OWNER DIRECT PURCHASES: (ODP) Any materials, supplies, or goods purchased by the County for the project.

Section 4 TIMETABLE:

Date of Distribution: MAY 4, 2022
Non-Mandatory Pre-Bid: MAY 13, 2022, AT 9:00 A.M.
Last Date of Inquiries: MAY 23, 2022, AT 5:00 P.M. **JUNE 1, 2022, AT 5:00 P.M.**
Bids Due: JUNE 1, 2022, AT 3:00 P.M. **JUNE 8, 2022, AT 3:00 P.M.**

B. SECTION III: GENERAL CONDITIONS

- 41. **INSURANCE REQUIREMENTS:**

Addition of Builders Risk Insurance as a requirement:

41.2.7. Not-Required _____ *TB* _____ (initials) Not-Required _____ (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE (if applicable): Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- 41.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 41.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 41.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.
- 41.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

C. SECTION VI: SCOPE AND SPECIFICATIONS

Addition of Owner Direct Purchases clauses:

- 73 OWNER DIRECT PURCHASE:** The County reserves the right to directly purchase certain materials, supplies, and goods, or to require Vendor/Contractor to assign some or all of its Sub-contractors or other Agreements with material suppliers, including equipment, directly to the County. Any materials purchased by the County pursuant to such Agreements or assignments will be referred to as "Owner Direct Purchases" (ODP) and is a method that may be utilized to create saving for the County. The responsibilities of both the County and the Vendor/Contractor relating to such ODP will be governed by the terms and conditions of these Owner Direct Purchase Conditions, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. Owner Direct Purchases shall be made in accordance with Florida Administrative Code Rule 12A-1.094.
- 73.1. Material suppliers shall be selected by Vendor/Contractor using competitive bidding/proposals. Supply Contracts shall be awarded by the Vendor/Contractor to the supplier whose Bid/Proposal is most advantageous to the County, price and other factors considered.
 - 73.2. The Vendor/Contractor shall include the price for all construction materials in lump sum price in bid. Bidder shall also include all **Florida State sales** and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.
 - 73.3. Vendor/Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Vendor/Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.
 - 73.4. Upon request from County, and in a timely manner, Vendor/Contractor shall prepare a Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:
 - 73.4.1. the name, address, telephone number and contact person for the material supplier
 - 73.4.2. manufacturer or brand, model or specification number of the item

- 73.4.3.** quantity needed as estimated by Vendor/Contractor
 - 73.4.4.** the price quoted by the supplier for the materials identified therein
 - 73.4.5.** any sales tax associated with such quote
 - 73.4.6.** delivery dates as established by Vendor/Contractor
 - 73.4.7.** any reduction in Vendor/Contractor's cost for both the Payment Bond and the Performance Bond
 - 73.4.8.** shipping, handling and insurance costs
 - 73.4.9.** detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
 - 73.4.10.** Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.
 - 73.4.11.** Vendor/Contractor shall include copies of Vendor/Contractor's quotations and specifically reference any terms and conditions, which have been negotiated with the Vendor/Contractor concerning letters of credit, terms, discounts, or special payments.
- 73.5.** After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the Vendor/Contractor with a copy sent to the Vendor/Contractor. Pursuant to the Purchase Order, the Vendor/Contractor will provide the required quantities of material at the price established in the Vendor/Contractor's quote to the Vendor/Contractor, excluding any sales tax associated with such price. The Project Manager shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Vendor/Contractor in the Purchasing Requisition Request Form.
- 73.6.** In conjunction with the execution of the Purchase Orders by the suppliers, Vendor/Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Vendor/Contractor's bid to County, plus any savings to Vendor/Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Vendor/Contractor for the warranty enforcement obligation the Vendor/Contractor's overhead and profit associated with ODP shall not be deducted from the Contract. The Project Manager shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- 73.7.** Vendor/Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Vendor/Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Vendor/Contractor for the particular materials furnished. The Vendor/Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.
- 73.8.** As ODP are delivered to the jobsite, the Vendor/Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Vendor/Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Vendor/Contractor will then forward the receiving report to the County Project Manager to match up with the invoice for payment.
- 73.9.** The Vendor/Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Vendor/Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Vendor/Contractor shall not utilize such nonconforming or defective materials in the Work and

instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Vendor/Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Vendor/Contractor shall be responsible for all damages to County resulting from Vendor/Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

- 73.10.** The Vendor/Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Vendor/Contractor shall account monthly to the County for any ODP delivered into the Vendor/Contractor's possession, indicating portions of all such materials which have been incorporated into the work.
- 73.11.** The Vendor/Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Vendor/Contractor for resolution with the appropriate supplier, vendor, or Sub-contractor. Additionally, ODP items shall be warranted by the Vendor/Contractor as part of the Vendor/Contractor's warranty. The Vendor/Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to Section 1740 of Exhibit A, Bid Specifications. To that end, the Vendor/Contractor expressly agrees it shall make no distinction in discharging such warranty duties under Section 1740 between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Vendor/Contractor.
- 73.12.** Notwithstanding the transfer of ODP by the County to the Vendor/Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- 73.13.** The transfer of possession of ODP from the County to the Vendor/Contractor shall constitute a bailment for the mutual benefit of the County and the Vendor/Contractor. The County shall be considered the bailor and the Vendor/Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.
- 73.14.** The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Vendor/Contractor shall purchase and maintain builders' risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Vendor/Contractor must name Hernando County as additional insured on its policy.
- 73.15.** The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Vendor/Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Project Manager.
- 73.16.** Vendor/Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Vendor/Contractor's records of materials delivered to the site and any defects detected in such materials.
- 73.17.** In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Vendor/Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

73.18. At the end of the project Vendor/Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Vendor/Contractor by the County for salvage or disposal at the Vendor/Contractor's option.

D. AMENDMENT TO SECTION VII – BID FORM

A revised Bid Form is attached to this addendum.

E. AMENDMENT TO SECTION X - EXHIBIT A – GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

A revised Exhibit B – General Requirements and Technical Specifications is attached to this addendum.

F. AMENDMENT TO SECTION X - EXHIBIT B – PLANS/DRAWINGS

A revised Exhibit B – Plans/Drawings sheet C-3 is attached to this addendum.

G. CLARIFICATIONS

One (1) Right of Way Permit should be filed with the County to include all of the connections.



Acknowledged

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



for: Toni Brady
Chief Procurement Officer, Hernando County

Issued: May 24, 2022

ADDENDUM NO. TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

**SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS – RE-BID
OF 22-C00063**

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 22-C00117/DK

BID DUE DATE: ~~JUNE 1, 2022~~ JUNE 8, 2022

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACES PROVIDED AND
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS – RE-BID OF 22-C00063**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

A. AMENDMENT TO SECTION VII – BID FORM

A 2nd revised Bid Form is attached to this addendum.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



Acknowledged

for: Toni Brady
Chief Procurement Officer, Hernando County

Issued: May 25, 2022

ADDENDUM NO. THREE (3)

TO
THE CONTRACT DOCUMENTS
FOR THE

**SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS – RE-BID
OF 22-C00063**

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 22-C00117/DK

BID DUE DATE: ~~JUNE 1, 2022~~ JUNE 8, 2022

NOTICE

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF
THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF
THIS ADDENDUM IN THE SPACES PROVIDED AND
RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **SPRING HILL WATER RECLAMATION FACILITY WASTEWATER FLOW DIVERSIONS – RE-BID OF 22-C00063**, located in Hernando County, as fully and completely as if the same were fully set forth therein:


A. AMENDMENT TO SECTION VII – BID FORM

A 3rd revised Bid Form is attached to this addendum.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



Acknowledged



for: Toni Brady
Chief Procurement Officer, Hernando County

Issued: June 7, 2022



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROWLAND, KENNETH DEAN

ROWLAND INC
6855 102ND AVE N
PINELLAS PARK FL 33782

LICENSE NUMBER: CUC052617

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

WILLIAM G. GAVITT
1627 Summit WAY
Dunedin, FLORIDA 34698
727-423-6388

To Whom It May Concern:

Attached is my resume for your consideration. I am currently seeking employment with a firm that will utilize my several years of experience in the following areas:

1. Construction Management: Superintendent/Project Management
 - site work
 - earthwork grading
 - sewer system (lift station)
 - water main systems
 - storm drainage
 - roadway & paving
 - MOT
 - traffic signalization
2. Construction Take Off
3. Drafting and Design (Plan Review)
4. Pay Requests/Change Orders

I am confident and conscientious of my work and I am dedicated to my career.

Thank you for taking time from your busy schedule to review my resume. I look forward to hearing from you soon. You can reach me at 727-423-6388

Sincerely,

William G. Gavitt

**WILLIAM G. GAVITT- Superintendent/ P.M.
1627 Summit Way
Dunedin, FLORIDA 34698**

EXPERIENCE

11/05 to Present: Rowland Inc. - Superintendent/Project Manager

Responsible for all aspects of multiple utility construction projects. Ordering materials, scheduling, managing personnel, equipment, and subcontractors for major water, sewer and drainage projects. Coordinate with owners and engineers for successful completion of the project.

2/04 to 10/05: STATELY Contractors, Inc. - Superintendent/Project Manager

Responsible for all aspects of utility construction from bid to completion. Quantity takeoffs, selection of suppliers, ordering and receiving of materials for lift stations, deep sewer, water mains and drainage. Prepare and submit shop drawings, pay requests, change orders, etc. Coordinate and schedule all aspects of the jobs with engineers, owners and sub contractors.

6/02 to 11/03: Mid-State Paving - PROJECT SUPERINTENDENT

Projects included Lakeland Highlands Road, Parkway Corp. Center, Windmill Ranch and Palm Key Subdivision. Duties included hiring personnel, preparing monthly schedules, attending all meetings and submitting pay requests. Projects consisted of 2 to 4 lane highway reconstruction, excavating, pond, drainage, water mains and sanitary sewer, roadway and street lighting.

1998-2002: GAI SE, Inc. - SENIOR ROADWAY AND UTILITY

INSPECTOR for several FDOT, Florida Turnpike and Seminole County government projects. Projects included Chuluota Bypass, S.R. #417 (Sanford), Church Street Bridge and S.R. #408 Signage Project. Duties included site inspections, material testing and project coordination.

1997-1998: Boyer Singleton & Associates - SENIOR ROADWAY

INSPECTOR for Seminole Blvd. And Dog Track Road projects for Seminole County. Responsibilities included roadway and utility inspection, documentation and project closeout of highway reconstruction, traffic signalization and maintenance and protection of traffic.

1990-1994: Passero Associates, P.C. - OFFICE ENGINEER/SENIOR

INSPECTOR for engineering and construction management for Monroe County

and New York State. Responsibilities included inspection, documentation and project closeout of highway reconstruction, traffic signalization and maintenance and protection of traffic.

1988-1990: Hunt Engineers & Architects - ENGINEERING TECHNICIAN II in the construction management field, including inspection of water distribution and soil investigations for commercial business.

1988-1988: Southern Resource Mapping, Inc. - COMPUTER MAPPING SPECIALIST/CAD OPERATOR. Responsibilities consisted of converting aerial photography into maps which included naval bases, villages, towns and cities on a UNIX based CAD system.

Projects:

Pasadena 36" Force Main for the City of St. Petersburg (\$2 million)

Del Oro Groves Reclaimed and Water Main for the City of Clearwater (\$3.9 million)

16" Dunedin Causeway Watermain install for the City of Dunedin Phase 1 & 2 (\$4 million)

Pinellas County Annual Sewer Contract (12 yrs.) (\$3.5 million – Annually)

City of Clearwater Annual Contract, Storm, Water & Sewer. (8 yrs.) (\$2 million – Annually)

Tampa Bay Water Annual Emergency Contract – All Phase- Storm, Water ect.)

City of St. Petersburg Annual Emergency Repair Contract – Large Diameter Pipe

City of Tarpon Springs Utility Rehabilitation Contract

CERTIFICATIONS

- *Confined Space Entry/Permit Required/Competent Person Certification
- *FDOT Training Course, Traffic Safety in the Work Area/Advanced
- *International Municipal Signal Association, Work Zone Safety Specialist Certification
- *International Municipal Signal Association, Signs and Marking Specialist Certification
- *NICET, Associated Engineering Technician Level 4
- *Troxler and CPN Radiation Safety and Use of Nuclear Gauges Technician
- *ACI Concrete Field Testing Technician
- *FDOT DET-Earthwork Certification
- *RG&E Electrical Lighting and Design
- *Adult First Aid/American Safety and Health Institute

EDUCATION

- *Florida Technical College, AutoCAD V12
- *Rochester Institute of Technology, Electro-Mechanical Drafting Technology
- *Monroe Community College, Electrical Engineering

August 2, 2022

Ms. Diane Kafrissen
Purchasing Agent II
Hernando County Purchasing & Contracts
15470 Flight Path Dr.
Brooksville, FL 34604

Re: Spring Hill Water Reclamation Facility Wastewater Flow Diversions Project

Dear Ms. Kafrissen:

Regarding the above-mentioned project Rowland Inc. can offer the following cost savings.

Item #5 MOT – \$10,000.00 reduction due to no VMB's necessary. New price is \$18,025.00

Item #22 Construct 4" cert-a-loc – 10% reduction due to new information. New unit price is \$434.79.

Item #23 Construct 4" C-900 – 10% reduction due to new information. New unit price is \$160.47

Item #24 Construct 6" C-900 – 10% reduction due to new information. New unit price is \$296.91

Item #25 Construct 10" C-900 – 10% reduction due to new information. New unit price is \$716.31

Please let us know if you need anything else.

Sincerely,



Kevin D. Rowland
President

VENDORS

Rowland, Inc.
6855 102nd Ave. N.
Pinellas Park, FL 33782

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	LS	1	\$ 47,864.60	\$ 47,864.60
2	Bonding and Insurance	LS	1	\$ 2,488.90	\$ 2,488.90
3	Surveying, Video, As-Builts	LS	1	\$ 14,500.00	\$ 14,500.00
4	Erosion Control	LS	1	\$ 8,091.00	\$ 8,091.00
5	Maintenance of Traffic	LS	1	\$ 18,025.00	\$ 18,025.00
6	Construct DI Fitting - 4" 45° Bend (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	15	\$ 702.00	\$ 10,530.00
7	Construct DI Fitting - 6" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	6	\$ 907.70	\$ 5,446.20
8	Construct DI Fitting - 10" 45° Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	3	\$ 1,700.30	\$ 5,100.90
9	Construct DI Fitting - 4" 22.5 Bend (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	2	\$ 646.40	\$ 1,292.80
10	Construct DI Fitting - 4"x4"x4" Tee (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	\$ 869.80	\$ 869.80
11	Construct DI Fitting - 10"x10"x10" Tee (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	\$ 2,403.50	\$ 2,403.50
12	Construct DI Fitting - 4"x4"x4" Wye (MJ) County to ODP Fittings only – price for labor, eqpt, etc for installation.	EA	1	\$ 1,311.10	\$ 1,311.10
13	Construct DI Fitting - 10"x4" Reducer (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	2	\$ 1,420.60	\$ 2,841.20
14	Construct DI Fitting – 4" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	3	\$ 652.50	\$ 1,957.50
15	Construct DI Fitting - 6" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	2	\$ 934.50	\$ 1,869.00
16	Construct DI Fitting - 10" Sleeve (MJ) County to ODP Fittings only– price for labor, eqpt, etc for installation.	EA	1	\$ 1,715.40	\$ 1,715.40
17	Construct 10" DI Plug/Cap (MJ) County to ODP Plug/Cap only– price for labor, eqpt, etc for installation.	EA	8	\$ 1,523.90	\$ 12,191.20
18	Construct 4" Gate Valve Assembly (MJ) County to ODP Valve Assembly only– price for labor, eqpt, etc for installation.	EA	2	\$ 1,823.70	\$ 3,647.40
19	Construct 10" Tapping Valve (MJ) County to ODP Valve only – price for labor, eqpt, etc for installation.	EA	1	\$ 5,842.10	\$ 5,842.10
20	Construct 10" Tapping Sleeve County to ODP Sleeve only – price for labor, eqpt, etc for installation.	EA	1	\$ 5,418.80	\$ 5,418.80
21	Construct 10" Temporary Line Stop County to ODP Line Stop only– price for labor, eqpt, etc for installation.	EA	3	\$ 11,175.90	\$ 33,527.70
22	Construct 4" C900/RJ PVC Force Main (Certa Lok) County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	345	\$ 434.79	\$ 150,002.55
23	Construct 4" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	122	\$ 160.47	\$ 19,577.34
24	Construct 6" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	24	\$ 296.91	\$ 7,125.84

25	Construct 10" C900 PVC Force Main County to ODP Force Main only– price for labor, eqpt, etc for installation.	LF	25	\$ 716.31	\$ 17,907.75
26	2" Existing PVC Pipe Removal	LF	30	\$ 4.00	\$ 120.00
27	4" Existing PVC Pipe Removal	LF	134	\$ 8.25	\$ 1,105.50
28	6" Existing PVC Pipe Removal	LF	80	\$ 8.25	\$ 660.00
29	10" Existing PVC Pipe Removal	LF	125	\$ 10.30	\$ 1,287.50
30	10" Existing AC Pipe Removal	LF	40	\$ 25.70	\$ 1,028.00
31	Construct Grouting on Existing Pipe	CY	180	\$ 263.40	\$ 47,412.00
32	Joint Restraint Existing 10" FM County to ODP Force Main only – price for labor, eqpt, etc for installation.	EA	11	\$ 331.10	\$ 3,642.10
33	Construct Locator Wire Riser Assembly	EA	18	\$ 152.40	\$ 2,743.20
34	Concrete Sidewalk Removal & Replacement	SY	61	\$ 67.40	\$ 4,111.40
35	Additional Sod	SY	200	\$ 4.00	\$ 800.00
36	Unsuitable Material Removal	CY	50	\$ 23.30	\$ 1,165.00
37	Additional Select Fill Material	CY	50	\$ 28.00	\$ 1,400.00
	Total Base Bid				\$ 447,022.28

From: [Kevin Rowland](#)
To: [Diane Kafrissen](#)
Cc: [Jared Waring](#)
Subject: RE: Spring Hill Water Reclamation Facility Wastewater Flow Diversions
Date: Wednesday, August 3, 2022 8:50:28 AM

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Yes that is the correct new total.

Thanks,
Kevin

From: Diane Kafrissen <DKafrissen@co.hernando.fl.us>
Sent: Wednesday, August 3, 2022 8:42 AM
To: Kevin Rowland <kevin@rowland-inc.com>
Cc: Jared Waring <JWaring@co.hernando.fl.us>
Subject: RE: Spring Hill Water Reclamation Facility Wastewater Flow Diversions

Kevin,

Thanks for the letter.

Please confirm my figures – you new bid price for the project would be \$447,022.28.

Diane Kafrissen
Purchasing Agent II
Hernando County Purchasing & Contracts
15470 Flight Path Dr.
Brooksville, FL 34604
(352) 540-6268
(352) 754-4199 Fax

Sign up to receive the [Hernando Highlights](#) monthly newsletter.

From: Kevin Rowland <kevin@rowland-inc.com>
Sent: Tuesday, August 2, 2022 3:32 PM
To: Diane Kafrissen <DKafrissen@co.hernando.fl.us>
Cc: Jared Waring <JWaring@co.hernando.fl.us>
Subject: RE: Spring Hill Water Reclamation Facility Wastewater Flow Diversions

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Diane,

Please let me know if I need to change/add anything.

Thanks,
Kevin

From: Diane Kafrissen <DKafrissen@co.hernando.fl.us>
Sent: Tuesday, August 2, 2022 1:35 PM
To: Kevin Rowland <kevin@rowland-inc.com>
Cc: Jared Waring <JWaring@co.hernando.fl.us>
Subject: RE: Spring Hill Water Reclamation Facility Wastewater Flow Diversions

Kevin,

Utilities has reviewed your below email and are in support of the items you have listed below.

Could you provide this on Rowland letterhead (and please sign) so I can move forward with award of the contract.

Diane Kafrissen
Purchasing Agent II
Hernando County Purchasing & Contracts
15470 Flight Path Dr.
Brooksville, FL 34604
(352) 540-6268
(352) 754-4199 Fax

Sign up to receive the [Hernando Highlights](#) monthly newsletter.

From: Kevin Rowland <kevin@rowland-inc.com>
Sent: Friday, July 22, 2022 10:33 AM
To: Jared Waring <JWaring@co.hernando.fl.us>; Diane Kafrissen <DKafrissen@co.hernando.fl.us>
Subject: Spring Hill Water Reclamation Facility Wastewater Flow Diversions

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Good Morning:

Regarding our meeting last week Rowland Inc. can offer the following savings regarding the above-mentioned bid.

Item #5 MOT – We can reduce this item by \$10,000.00 if no variable message boards are needed.

Item #22, #23, #24, #25 – We can reduce these items by 10% each

This should provide a savings of approximately \$32,000.00 or 7%.

Please let me know if you need anything else.

Thanks,
Kevin Rowland

From: [Jared Waring](#)
To: [Diane Kafrissen](#)
Subject: Spring Hill Pipeline diversion, 22C00117
Date: Monday, August 1, 2022 11:01:24 AM

Diane,

Per our discussion please move forward with the proposed reductions submitted by Rowland.



Jared Waring, P.E.

Engineer

Hernando County Utilities Department

15365 Cortez Blvd

Brooksville, FL 34613

www.hernandocounty.us

Office Phone: (352) 540-6773