



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO.

24000471

PAGE NO. 1

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phyllis@brwcontracting.org

31320 FAX: 813-996-1128

BRW CONTRACTING INC

2522 HUNT RD

LAND O LAKES FL 34639

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BRW ADMINISTRATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

PDF

ORDER DATE: 12/14/23			BUYER: SLAKIS		REQ. NO.: RQ240504		REQ. DATE:	
TERMS: NET 30 DAYS			F.O.B.: FOB DESTINATION		DESC.: PENN STATE AND SCAUP DUCK			
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE		EXTENSION
<p>This Purchase is in accordance with Amendment No. 1 to Hernando County Contract: RECONSTRUCTION AND PAVING OF ROYAL HIGHLANDS & RIDGE MANOR ROADS, No. 23-C00326/AP with B.R.W. Contracting, Inc., BOCC Approved on 10/10/2023, Doc ID No. 12531 and amended on 11/7/2023, Doc IF No. 12978. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase.</p> <p>A Notice to Proceed will be issued at a later date in advance of work being performed. The Period of Performance is 280 days from NTP.</p> <p>County Contact: Scott Nelson, Phone: (352) 754-4060, Email: ScottN@co.hernando.fl.us</p> <p>Contractor Contact: James Pietracatella, Jr., Phone: (813) 996-5882, Email: jimp@brwcontracting.org</p>								
01	398569.00	JOB	PENN STATE ROAD PAVING			1.0000	398,569.00	
02	396250.00	JOB	SCAUP DUCK AVE ROAD PAVING			1.0000	396,250.00	
						PAGE TOTAL \$		794,819.00
						TOTAL \$		794,819.00
01	03211		5606308	398,569.00	112005			
02	03211		5606308	396,250.00	112005			

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

[Signature]

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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

QUALITY

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

QUANTITY/PRICE

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

INDEMNITY AND INSURANCE

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

PACKING

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

DELIVERY

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

PAYMENT

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

MATERIAL SAFETY DATA SHEET

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

OSHA REQUIREMENT

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

LEGALLY AUTHORIZED WORKFORCE

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

INSURANCE

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

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