

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

This Contract, e	ntered into	this	day of				, 20	, by	and	between	the
Hernando Count	y Board of	County (	Commission	ers, herea	fter ca	alled the	COUNT	Y, and	Allied	d Roofing,	Inc.
PO Box 15238	, Tampa,	FL 336	34, hereinat	fter called	the	VENDO	R/CON	TRACT	OR.	County	and
Vendor/Contract	or, in cons	ideration	of the mutu	al covena	nts he	reinafter	set forth	n, agre	e as f	ollow:	

# Hernando County Detention Center Bravo Roof Replacement ITB NO. 25-C01119/JG Hernando County, Florida

#### **ARTICLE 1 – CONTRACT DOCUMENTS**

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

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

Solicitation

Introduction

**Definitions and Solicitation Instructions** 

**General Conditions** 

**Special Conditions** 

Scope and Specifications

**Fully-executed Construction Contract** 

Attachments

Exhibit A--021TPA-014\_Hernando\_Bravo\_ReRoof\_Spec\_2025\_Sealed

Exhibit B--021TPA-014 Hernando Bravo ReRoof Plans 2025 Sealed

Exhibit D--Construction\_Documents\_required\_after\_Award

Exhibit E—Holiday Schedule - 2025

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:

- A. A Field Order;
- B. Engineer's approval of a shop drawing or sample; or
- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

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):

- D. Vendor/Contractor's Bid
- E. Documentation submitted by Vendor/Contractor after the Notice of Award:
  - 1. Insurance Certificate
  - 2. Payment and Performance Bond

4.02 Amending and Supplementing Contract Documents: The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 16, titled "Changes in the Work; Claims". The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by change order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

- A. A field order;
- B. Engineer's approval of a shop drawing or sample; or
- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.
- 1.03 Resolving Conflicts, Errors and Discrepancies in the Contract Documents: In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, drawings. Within the Solicitation Document the order of preference shall be as follows: addenda, general conditions, technical specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

#### **ARTICLE 2 - THE ENGINEER**

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean Mark E. Renninger, P.E., With REI Engineering for the plans and specifications. Sam Burdin, Project Manager, and Juan Cueto, Facilities Manager will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

#### **ARTICLE 3 - CONTRACT TIMES**

#### 3.01 Time of the Essence:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

#### 3.02 <u>Days to Achieve Substantial Completion and Final Payment:</u>

Vendor/Contractor agrees that the work will be substantially complete within **sixty (60)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **ninety (90)** calendar days after the date indicated on the Notice to Proceed.

#### 3.03 <u>Liquidated Damages:</u>

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **one hundred fifty dollars (\$150.00)** as liquidated damages. This liquidated damages amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified.

#### **ARTICLE 4 - CONTRACT PRICE**

**4.01** County shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

	4.01.1	For all work	other than	unit price work,	, a lump sum of:
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Line	Description	QTY	UOM	Unit Price	Total Price
Item					
1	Permitting & Mobilization	1	LS	\$15,200.00	\$15,200.00
2	Demolition / Waste Disposal	1	LS	\$13,500.00	\$13,500.00
3	Material and labor to install single ply roof	1	LS	\$243,338.07	\$243,338.07
	(base bid 60 mil PVC or 45 mill KEE)				
4	Material and labor to install gutters	1	LS	\$31,907.00	\$31,907.00
AL1	ALTERNATE NO. 1				
1	(Alternate #1) Project Total cost using single-				
	ply roof membrane (80 mil PVC or 60 mil	1	LS	\$312,258,87	\$312,258.87
	KEE) in lieu of base bid single ply roofing				
	material				
TOTAL OF LUMP SUM WORK		Three hundred three thousand. nine hundred forty-five dollars and seven cents			\$303,945.07

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS",

paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B, titled "Allowances" item no. 2, titled "Cash Allowances".

**4.01.2** For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this paragraph:

As provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

Line	Description	QTY	UOM	Unit	Total Price
Item				Price	
5	Light weight concrete replacement	1	SF	\$23.90	\$23.90
6	Light weight concrete surface repair	1	SF	\$3.00	\$3.00
7	2x6 P.T. wood nailer replacement	1	LF	\$12.00	\$12.00
8	2x8 P.T. wood nailer replacement	1	LF	\$12.00	\$12.00
TOTA	L OF UNIT PRICED WORK	Fifty dollars and ninety cents			\$50.90
TOTA	L OF LUMP SUM AND UNIT PRICED WORK -	Three hundred three thousand, nine			\$303,995.97
BASE	BID	hundred ninety-five dollars and ninety- seven cents			
PROJ	ECT TOTAL SINCE THE COUNTY HAS	Three hundred twelve thousand, two			\$312,258,87
ELEC.	TED TO UTILIZE ALTERNATE No.1 BID	hundred fifty-eight dollars and eighty- seven cents			

#### **ARTICLE 5 - PAYMENT PROCEDURES**

#### **5.01** Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

#### 5.02 <u>Progress Payments; Retainage:</u>

5.02.1 County shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Section 218.735, F.S., during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

- Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County Designated Representative may determine or County may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:
  - **5.02.1.1.1** Ninety-five percent (95%) of work completed (with the balance being retainage); and
  - **5.02.1.1.2** Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

#### **5.03** Final Payment:

- 5.03.1 Upon receipt of the final Application for Payment accompanied by County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County Designated Representative's recommendation, including but not limited to liquidated damages.
- **5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

#### **ARTICLE 6 - INTEREST**

All moneys not paid when due shall bear interest at the maximum legal rate.

#### ARTICLE 7 - VENDOR/CONTRACTOR'S REPRESENTATIONS

- **7.01** In order to induce County to enter into this Contract Vendor/Contractor makes the following representations:
  - **7.01.1** Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
  - **7.01.2** Vendor/Contractor has visited the Site and become familiar with and is satisfied with the general, local, and Site conditions that may affect cost, progress, and performance of the work.
  - **7.01.3** Vendor/Contractor is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.

- **7.01.4** Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- **7.01.5** Vendor/Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the work as indicated in the Contract Documents.
- **7.01.6** Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- **7.01.7** Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.
- **7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

#### **ARTICLE 8 - MISCELLANEOUS**

#### **8.01** Terms:

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

#### **8.02** Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### **8.03** Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**8.04** This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### **ARTICLE 9 - CONTRACT PAYMENT**

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Three hundred twelve thousand, two hundred fifty-eight dollars and eighty-seven cents (\$312,258.87) as the County has elected to utilize the Alternate No. 1 Bid and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

THIS SPACE INTENTIONALLY LEFT BLANK SIGNATURES ON NEXT PAGE

OWNER/COUNTY: VENDOR/CONTRACTOR HERNANDO COUNTY BOARD OF COUNTY Allied Roofing, Inc. COMMISSIONERS **BRIAN HAWKINS** John M. Santoro By: Ву: Title: CHAIRMAN Title: President [CORPORATE SEAL] [CORPORATE SEAL] Attest: Douglas A. Chorvat, Jr. Attest: Cain Swisher Title: Clerk of Circuit Court & Comptroller Title: Project Manager Address for giving notices: Address for giving notices: 15470 Flight Path Dr. Mailing Address **Physical Address** P.O. Box 15238 Brooksville, FL 34604 4105 W. Cayuga St. Tampa, FL 33684 Tampa, FL 33614 Agent for service of process: John M. Santoro, President

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

## TRENCH SAFETY ACT COMPLIANCE FORM

- 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.
- 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 subcontractors 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 \$\_\_\_\_\_ 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.				\$	\$
B.				\$	\$
C	NA			\$	\$
D				\$	\$
				TOTAL:	NA

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: Allied Roofing Inc.

Authorized Signature

Date

9/12/2025

This document should be completed and returned with your submittal.

# HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

<u>9/12/2025</u> (date)	
Hernando County Purchasing and Contracts Department 15470 Flight Path Drive Brooksville, FL 34604	
The undersigned certifies that to the best of h	nis/her knowledge:
ls any officer, partner, director, proprieto former employee of Hernando County w	or, associate or member of the business entity a vithin the last two (2) years? No 😠 Yes 🗌
	or, associate or member of the businessentity a a current Hernando County employee that had or urement or contract authorization?
	tions is "Yes", complete the "Relatives and Former and Signatures" table (Part A and/or Part B, as
Bidder:	
john@alliedroofingtampa.com	P.O. Box 15238 Tampa FL 33684
(Email address)	(Address)
M Sto la	(813)875-2727
(Signature required)	(Phone)
John Santoro	(813)875-1335
(Print name)	(Fax)
President, Allied Roofing Inc.	59-2690416
(Print title)	(Federal Taxpaver ID Number)

# **Anti-Human Trafficking Affidavit**

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by <u>an officer or representative of a nongovernmental entity</u> that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

Hernar	ndo County or any of its subordinate units (the "Governmental Entity").
1.	My name is
2.	I am an officer or representative with Allied Roofing Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3.	Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses <i>coercion</i> for <i>labor</i> or <i>services</i> , as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4.	If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5.	This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.
that I l	Under penalties of perjury, I, declared have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.
FURT	THER AFFIANT SAYETH NAUGHT.
A	llied Roofing Inc.
Name	of Nongovernmental Entity
Joh	nn M Santoro
Printe	d Name of Affiant
	President
Title o	of Affiant)

Date

9/12/2025