



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR  
BROOKSVILLE, FL 34604

**PURCHASE ORDER NO.** 22000723

PAGE NO. 1

payables@mckimcreed.com

15327 FAX: 910-251-8281

MCKIM & CREED INC  
243 N FRONT STREET  
WILMINGTON NC 28401

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UTILITIES ENGINEERING  
15365 CORTEZ BLVD  
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ORDER DATE: 03/28/22		BUYER: CRICHARDSON		REQ. NO.: RQ220825	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: FOB DESTINATION		DESC.: CONTRACT #18-R00020/PH, T	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>CONTRACT EXPIRES 7/9/23 - ALN</p> <p>NTP COMPLETION 4/10/25 - ALN ✓</p> <p>CO 1 ADMIN CO TO KEEP PO OPEN UNTIL COMPLETION. - ALN</p> <p>This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, BOCC Approved on: 7/10/18, Doc ID No.14622 and Task Order No. 11. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. This Contract No.18-R00020/PH will expire on: 7/09/22. The County will issue a Notice to Proceed (NTP) for the work to begin . The Period of Performance is: 36 months from NTP.</p> <p>The County Contact Person is: Mark Morgan, email: MarkM@co.hernando.fl.us The Contractor Contact is: Mitchel Chiavaroli, Phone Number: (910) 343-1048 email: mchiavaroli@mckimcreed.com</p>					
01	457618.17	JOB	KILLIAN WATER TREATMENT PLANT UPGRADE, PERIOD OF PERFORMANCE 36 MONTHS	1.0000	457,618.17

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	457,618.17
01	07201 5676510	457,618.17	106360	<b>TOTAL \$</b>	<b>457,618.17</b>

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\*\*SEE TERMS AND CONDITIONS ON REVERSE SIDE\*\*

**APPROVED BY:**

CHIEF PROCUREMENT OFFICER

**HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS**

**GENERAL**

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

**QUALITY**

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

**QUANTITY/PRICE**

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

**INDEMNITY AND INSURANCE**

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

**PACKING**

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

**DELIVERY**

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