



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR  
BROOKSVILLE, FL 34604

**PURCHASE ORDER-CHANGE NO. 23001123-3**

PAGE NO. 1

HFCFENCE@GMAIL.COM

17451 FAX: 352-624-3997

HERCULES FENCE COMPANY

4660 SE MARICAMP ROAD

Ocala FL 34480

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PARK & RECREATION

16161 FLIGHT PATH DRIVE

BROOKSVILLE FL 34604

**PDF**

ORDER DATE: 09/22/23			BUYER: JGOULART			REQ. NO.: 0		REQ. DATE:	
TERMS: NET 30 DAYS			F.O.B.: DESTINATION			DESC.: EPO ELECTRIC GATE REPAIR			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION
<p>This Emergency Purchase is in accordance Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involve for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. County Terms and Conditions are identified this purchase order. The County Contact Person is: Sam Tubolina, Phone Number: (352)754-4736 The Contractor Contact is: Ryan P. Ball , Phone Number: (352)624-1331 herculesfenceco@gmail.com</p> <p>9/26/2023 - CHANGE ORDER NO. 1 - LB CHANGE ORDER NO. 1 WAS ENTERED IN ERROR. NO CHANGES TO PO.</p> <p>9/26/2023 - CHANGE ORDER NO. 2 - LB CHANGE ORDER NO. 2 WAS ENTERED IN ERROR. NO CHANGES TO PO.</p> <p>9/26/2023 - CHANGE ORDER NO. 3 - LB</p>									

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

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

**APPROVED BY:**

*Sam*

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/).

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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.

<b><u>Coverage</u></b>	<b><u>Minimum Amounts and Limits</u></b>
(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 & Waiver Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence
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Change from department 04441 to 40011.							
40011-5304601 1 .00							
01	42500.00	JOB	ELECTRIC GATES AT PINE ISLAND PARK DAMAGED BEYOND REPAIR BY HURRICANE IDALIA STORM SURGE. ELECTRIC MOTORS AND CIRCUIT BOARDS ARE A TOTAL LOSS		1.0000	42,500.00	
					PAGE TOTAL \$ 42,500.00		
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01	04441	5304601	.00	PTD23			
01	40011	5304601	42,500.00	PTD23			

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*[Signature]*

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**APPROVED BY:**

CHIEF PROCUREMENT OFFICER

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## Hernando County Board of County Commissioners

### Change Order Request

<u>          </u> Add Line(s)	<u>          </u> Cancel Outstanding Balance	<u>          </u> Increase/Decrease Funds
<u>          </u> Delete Line(s)	<u>          </u> Change Project Number	<u>          </u> Increase/Decrease Blanket
<u>          </u> Cancel Purchase Order	<u>      X      </u> Change Account Number	<u>          </u> Increase/Decrease Quantity

Today's Date: 09/27/2023

PO/Contract #: 23001123

Change Order Number: 3

Requisition Number: 23001123

Vendor's Name on PO: HERCULES FENCE COMPANY

Department/Employee: JOSEPH GOULART

Instructions: In the explanation, details of the request must be provided. All requests must include account number, line item number, project number, new purchase order total. Include details as if entering a new requisition. If change request is due to new agreements, quotes, projects, etc. necessary documents must be attached.

### Explanation:

Justification: This Change Order is to correct the department number that was incorrectly added to the EPO on 9/22/2023. No change to dollar amount.

Change from department 04441 to 40011.

40011-5304601 1 .00

Department Approval: CARLA ROSSITER-SMITH Date: 09/26/2023

Chief Procurement Officer: ALISA PIKE Date: 09/26/2023

BOCC Approval Date:                                 

(BOCC Required per Purchasing 080E)

Revised May, 2012