Hernando County

Board of County Commissioners

John Law Ayers Commission Chambers, Room 160
20 North Main Street, Brooksville, FL 34601

Regular Meeting

Agenda

Tuesday, October 28, 2025 - 9:00 A.M.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT TIFFANY SMITH, HERNANDO COUNTY RISK MANAGEMENT, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604, (352) 540-6289. IF HEARING IMPAIRED, PLEASE CALL 1-800-676-3777.

If a person decides to appeal any quasi-judicial decision made by the Hernando County Board of County Commissioners with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEASE NOTE THAT THIS MEETING HAS A START TIME OF 9:00 A.M., AND ALL ITEMS CAN BE HEARD ANYTIME THEREAFTER.

UPCOMING MEETINGS:

The Board of County Commissioners' has scheduled a land use meeting to consider land use petitions on Tuesday, November 4, 2025, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

The Board of County Commissioners' next regular meeting is scheduled for Tuesday, November 18, 2025, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

A. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

B. APPROVAL OF AGENDA (Limited to Board and Staff)

C. ELECTED OFFICIALS

D. HERNANDO COUNTY SHERIFF AL NIENHUIS

16561 Request to Apply for US Department of Justice Bureau of Justice Assistance FY 2025 Body-Worn Camera Policy and Implementation Program Grant

E. CITIZENS' COMMENTS

F. BOARD/STAFF RESPONSES

G. CONSENT AGENDA

AGREEMENT/GRANT

1. **16491** Amendment 100 to Purchase Order Agreement With Lutheran Services Florida, Inc., d/b/a LSF Health Systems for Funding of Community Paramedicine Program and Mental Health and Substance Abuse Resource Coordination From Florida Opioid Allocation and Statewide Response Agreement a/k/a Opioid Settlement

2. **16549** Amendment No. 1 to Grant Agreement With Department of Environmental Protection for Glen Water Reclamation Facility Denitrification Upgrade Project

3. **16530** Sponsorship Agreement With Pickett's Ace Hardware for Mermaid Tale Trail Statue

4. **16464** State Financial Assistance Recipient Agreement With Department of Agriculture and Consumer Services for FY 2025-26 Funding for Mosquito Control Operations

AVIATION

5. **15948** Corporate Hangar Lease Agreement With Pem-Air Turbine Engine Services, LLC, for Corporate Hangar Located at 16304 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

MISCELLANEOUS

6. **16435** Second Amendment to Aviation Ground Lease Agreement With Wolfswood Holdings, LLC, for Improvements Located at 15741 Technology Drive at Brooksville-Tampa Bay Regional Airport

7. **16480** Transmittal of List of Accounts Payable Disbursements for Weeks Ended September 12, 2025, and September 19, 2025

PROPERTY

8. **16554** Quitclaim Deed and Perpetual Utility Easement Between Hernando County Water and Sewer District and SV Tampa Land, L.P., for Seville Subdivision

RESOLUTION

9. 16540 Resolution Proclaiming November 2025 as Pancreatic Cancer Awareness Month

10. 16386 Resolution Proclaiming November 1, 2025, as National Author's Day

11. 16537 Resolution Proclaiming November 16, 2025, Through November 22, 2025, as National Hunger and Homelessness Awareness Week

H. CORRESPONDENCE TO NOTE

1. 16553 Letter From Southwest Florida Water Management District Regarding Review of Surface Water Improvement and Management Program Priority List

2. 16328 Notice of Purchasing Policy Exceptions for September 2025

3. 16556 Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for June 2025

4. 16557 Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for July 2025

5. 16558 Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for August 2025

6. 16552 Transmittal of Rabies Surveillance Quarterly Summary Report for July 1, 2025, Through September 30, 2025

I. AQUATIC SERVICES MANAGER CARLA BURRMANN

16481 Proposed Public Survey of Residents Living Within or Adjacent to Proposed Manatee Protection Zone

J. PREMIER COMMUNITY HEALTHCARE PRESIDENT AND CHIEF FINANCIAL OFFICER JOEY RENICK

16573 Presentation by Premier Community HealthCare Regarding Expanding Access to Family Medicine Services and to Establish Pharmacy Services

K. MANAGEMENT AND BUDGET DIRECTOR ERIN DOHREN

16505 Budget Resolution Reducing Revenues and Expenses for FY 2025 Airport Operations Department Budget

L. DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES CARLA ROSSITER-SMITH

1. 16402 Amendment No. 1 to Contract With ITI Digital, LLC, for Florida's Adventure Coast Website Digital Experience Platform for Tourism Department (Contract No. 23-RFP00375/TPR; Amount: $84,000.00)

2. **16344** Amendment No. 4 to Contract With RATP Dev USA, Inc., for Transit Operator Services for TheBus (Contract No. 21-RG0010/PH; Amount: $431,447.04)

3. **16500** Award of Construction Contract to Allied Roofing, Inc., for Hernando County Detention Center Bravo Roof Replacement Project (Contract No. 25-C01119/JG; Amount: $312,258.87)

4. **16571** Award of Construction Contract to Superior Asphalt, Inc., for Brooksville Health Department Parking Lot Overlay and Extension Office Parking Lot Renovations and Americans With Disabilities Act Improvements Project (Contract No. 25-C01084/JG; Amount: $428,001.00)

5. **16478** Award of Term Contract to Advanced Environmental Laboratories, Inc., for Laboratory Testing Services for Utilities Department (Contract No. 25-T01014/JG; Amount: $388,785.00)

6. **15867** Professional Services Agreement With Integrated Environmental Technology, LLC, for Landfill Gas Credit Management and Brokerage Services for Landfill Department (Contract No. 25-PS01159/AP; Amount: $135,000.00)

7. **16497** Professional Services Agreement With SJUR Solutions, Inc., for Video Inspection Pro Software Solution for Building Division (Contract No. 25-PSA01180/JS; Amount: $270,000.00)

8. **16208** Utilization of Sourcewell Contract With Sun State International Trucks, Inc., for Vehicle Parts and Supplies and Contractor Operated Parts Store (Contract No. 25-P0191L; Amount: $4,500,000.00)

M. PUBLIC SAFETY DIRECTOR/FIRE CHIEF PAUL HASENMEIER

1. **16526** Acceptance of US Department of Homeland Security for FY 2024-25 Assistance to Firefighters Grant for Hernando County Fire and Emergency Services and Associated Budget Resolution

2. **16551** Presentation Regarding Request for Hernando Fire Rescue and Emergency Services Trainee Program

N. ECONOMIC DEVELOPMENT DIRECTOR VALERIE PIANTA

16507 Invoice From Brooksville Main Street for FY 2026 Funding for Participation in Florida Main Street Program

O. TOURISM DEVELOPMENT MANAGER TAMMY HEON

16528 Tourist Development Council Special Events Marketing Grant Awards to Promote Florida's Adventure Coast Events for FY 2026

P. UTILITIES DIRECTOR GORDON ONDERDONK

16185 Approval of Water Master Plan Update Prepared by McKim & Creed for Utilities Department

Q. COUNTY ADMINISTRATOR JEFFREY ROGERS

1. **16559** Appointment of Carey James Carlson to Economic Development and Airport Technical Advisory Committee Until December 31, 2029

2. **16079** Update Regarding Ongoing Board Directives

R. BOARD OF COUNTY COMMISSIONERS

1. Commissioner Ryan Amsler
2. Commissioner Jerry Campbell
3. Commissioner Steve Champion
4. Commissioner John Allocco
5. Chairman Brian Hawkins
6. County Attorney Jon Jouben
7. Deputy County Administrator Toni Brady
8. County Administrator Jeffrey Rogers

S. ADJOURNMENT

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Sheriff
Prepared By: Natasha Russell
Initiator: Al Nienhuis
DOC ID: 16561
Legal Request Number: 25-560
Bid/Contract Number:

TITLE

Request to Apply for US Department of Justice Bureau of Justice Assistance FY 2025 Body-Worn Camera Policy and Implementation Program Grant

BRIEF OVERVIEW

The U.S. Department of Justice has announced the FY25 Body-Worn Camera (BWC) Policy and Implementation Program application funding period. This program supports the implementation or expansion of body-worn camera programs for law enforcement agencies.

The Hernando County Sheriff's Office intends to submit an application under this program to purchase 294 body cameras, including all necessary software, licenses, and warranties. The estimated cost for the first year is $2,473,757, with ongoing annual costs of $921,320 each year thereafter. The total cost for implementing a BWC program is estimated at $10,765,637 for the first 10 years.

Federal funds awarded through this grant require a 50 percent non-federal match and are capped at $2,000 per BWC, offering a potential grant award of $588,000 over the 3-year grant period.

As part of the application process, the Board Chairman is required to sign the attached Certification to participate in the grant program.

FINANCIAL IMPACT

If awarded the grant, the Sheriff's Office is requesting the Board of County Commissioners provide the required match amount and any additional funding not covered by the grant, as it was not budgeted for Fiscal Year 2026.

The total for the first three years is $4,316,397, the total potential grant award over the three years is $588,000, leaving a balance of $3,728,397 to be funded by the County. It is unknown how much the County would need to provide each year, as that is dependent on the grant award.

Due to the timing, reserves would be the most likely funding source. Another potential funding source would be excess fess from FY 25 to be returned by the Sheriff estimated at $800,000.

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve application for the U.S. Department of Justice FY25 Body-Worn Camera Policy and Implementation Program and authorize the Chairman's signature on the required Certification form. Additionally, it is recommended that the Board

provide the required match amount plus any additional funding not covered by the grant.

REVIEW PROCESS

Kenneth Hayden	Approved	10/10/2025 1:17 PM
Al Nienhuis	Approved	10/13/2025 9:27 AM
Albert Bertram	Approved	10/13/2025 10:55 AM
Erin Dohren	Approved	10/15/2025 1:23 PM
Erin Dohren	Delegated	10/15/2025 1:25 PM
Erin Briggs	Approved	10/15/2025 3:21 PM
Carla Rossiter-Smith	Approved	10/16/2025 8:17 AM
Pamela Hare	Approved	10/17/2025 10:01 AM
Jon Jouben	Approved	10/17/2025 1:01 PM
Heidi Prouse	Approved	10/17/2025 1:21 PM
Toni Brady	Escalated	10/20/2025 9:08 AM
Erin Dohren	Approved	10/20/2025 12:44 PM
Toni Brady	Approved	10/22/2025 9:22 AM
Jeffrey Rogers	Approved	10/22/2025 11:21 AM
Colleen Conko	Approved	10/22/2025 11:24 AM

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Anticipated Total Amount To Be Awarded Under This Funding Opportunity: $22,820,940

Anticipated Award Ceiling: $2,000,000

Anticipated Period of Performance Duration: 36 months

Funding Opportunity Number: O-BJA-2025-172461

Deadline to submit SF-424 in Grants.gov: **October 27, 2025, by 11:59 p.m. Eastern Time**
Deadline to submit application in JustGrants: **November 3, 2025, by 8:59 p.m. Eastern Time**

Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172461
Assistance Listing Number	16.835

Executive Summary

The fiscal year (FY) 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) supports publicly funded law enforcement and correctional agencies in establishing or expanding body-worn camera (BWC) programs. Properly implemented BWC programs can strengthen the evidentiary foundation for criminal prosecutions, provide reliable documentation of officer-citizen encounters, and deter assaults on officers. Please see the Eligible Applicants section for the eligibility criteria.

- **Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies (Anticipated Award Amount: $2,000,000)**
  Category 1 supports the implementation or expansion of BWC programs in publicly funded state, local, tribal, and territorial law enforcement agencies, including projects led by multi-agency partnerships.

- **Category 2: Site-Based Awards to Publicly Funded Correctional Agencies (Anticipated Award Amount: $2,000,000)**
  Category 2 supports the implementation or expansion of BWC programs in publicly funded state, local, tribal, and territorial correctional agencies, including deployments within correctional agencies or among officers engaged in community supervision.

- **Category 3: Digital Evidence Management, Sharing, and Integration Demonstration Projects (Anticipated Award Amount: $1,000,000)**
  Category 3 supports agencies with established BWC programs that are enhancing their capacity to manage, analyze, and share digital evidence from BWCs and other sources to improve prosecutorial efficiency and case outcomes.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect

American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	September 17, 2025
Pre-Application Webinar	Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.
SAM.gov Registration/Renewal	Recommend beginning process by September 26, 2025, and no later than October 13, 2025
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on October 27, 2025
Step 2: JustGrants Application Deadline	8:59 p.m. Eastern Time on November 3, 2025

Funding Details

- **C-BJA-2025-00065-PROD, Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies (including self-initiated partnership applications)**
  - Anticipated Number of Awards: 30
  - Anticipated Award Ceiling: $2,000,000
  - Anticipated Period of Performance Start Date: October 1, 2025
  - Anticipated Period of Performance: 36 months
- **C-BJA-2025-00066-PROD, Category 2: Site-Based Awards to Publicly Funded Correctional Agencies**
  - Anticipated Number of Awards: 6
  - Anticipated Award Ceiling: $2,000,000
  - Anticipated Period of Performance Start Date: October 1, 2025
  - Anticipated Period of Performance: 36 months
- **C-BJA-2025-00067-PROD, Category 3: Digital Evidence Management, Sharing, and Integration Demonstration Projects**
  - Anticipated Number of Awards: 4
  - Anticipated Award Ceiling: $1,000,000
  - Anticipated Period of Performance Start Date: October 1, 2025
  - Anticipated Period of Performance: 36 months

Note: Applicants may propose a budget that is less than the anticipated award ceiling amount. The budget should be reasonable to conduct the proposed project and be

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; *see* Pub. L. No. 118-42, 138 Stat. 25, 149, para. 22)

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Phone: 866-606-8220
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

Pre-Application Webinar: Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.

OJP Grant Application Resource Guide: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.

ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments
  - Special district governments
  - Native American Tribal governments (federally recognized)

- **Educational Organizations**
  - Independent school districts
  - Public and state-controlled institutions of higher education
- **Other**
  - Other units of local government
  - Publicly Funded Law Enforcement Agencies
  - Publicly Funded Correctional Agencies

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definitions:

- For this NOFO, "Other Entities" refers to an authorized agency or consortium that acts in an instrumental capacity to assist eligible law enforcement agencies perform law enforcement functions. Included are regional or state level authorities, such as State Administrating Agencies (SAAs).
- **Other Units of Local Government:** For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.
- **Publicly Funded Law Enforcement Agencies:** For the purposes of this NOFO, publicly-funded law enforcement agencies are law enforcement agencies funded by states, federally-recognized Tribes, or units of local government.
- **Publicly Funded Correctional Agencies:** For the purposes of this NOFO, publicly-funded correctional agencies are correctional agencies funded by states, federally-recognized Tribes, or units of local government.

Additional Applicant Eligibility Factors

In order to request a federal grant award under this program, an applicant that is a State or local government entity must submit a certification (using only the template provided in Appendix 1, entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (*e.g.*, public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

Limit on Number of Applications

An applicant may submit more than one application provided that each application is under a different funding category and proposes a different project in response to the NOFO. An entity may be proposed as a subrecipient in more than one application.

Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the Application Resource Guide for additional information on subawards.

Cost Sharing/Match Requirement

Categories 1 and 2

Requires cost sharing/match.

Category 3

Does **not** require cost sharing/match.

Please see Program Description: Cost Sharing/Match Requirement for details on the match calculation and what types of contributions are acceptable.

PROGRAM DESCRIPTION

General Purpose of the Funding

The BWCPIP provides federal support to publicly funded law enforcement and correctional agencies for the purchase or lease of BWCs and the development of comprehensive BWC programs. Since its inception, BWCPIP has responded to growing demand for reliable, real-time video evidence in criminal investigations and prosecutions.

Law enforcement agencies across the country increasingly rely on BWC footage to enhance evidentiary documentation, improve prosecutorial outcomes, and document public encounters. BWCs also serve as a deterrent to assaults against officers and can help exonerate officers falsely accused of misconduct.

The FY25 BWCPIP NOFO offers three funding categories:

- **Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies**
  For state, local, tribal, and territorial law enforcement agencies seeking to establish or expand BWC programs. Applicants must demonstrate a clear plan for phased deployment, policy development, training, and integration of BWCs into agency operations. Applications from multi-jurisdictional partnerships or through an authorized instrumentality (e.g., SAA) are permitted under this category.

- **Category 2: Site-Based Awards to Publicly Funded Correctional Agencies**
  For state, local, tribal, and territorial correctional agencies seeking to implement or expand BWC deployment across correctional institutions, including deployments within correctional agencies or among officers engaged in community supervision. Applicants must outline how BWC use will support evidence collection, enhance officer safety, and align with agency policies and practices.

- **Category 3: Digital Evidence Management, Sharing, and Integration Demonstration Projects**
  For agencies with established BWC programs that are enhancing their capacity to manage, analyze, and share digital evidence across units or with external partners (e.g., prosecutors). Applicants must demonstrate an existing foundation in BWC use and clearly describe how the project will improve digital evidence workflows, increase prosecutorial readiness, or streamline cross-agency data sharing. This category is not intended for start-up efforts. Awards under this category may only be used for limited purchase or lease of BWC equipment if directly tied to the project's broader integration goals and the lease/purchase cost does not exceed 25% of the total federal award.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines: Budget Detail Form for information on allowable and unallowable costs that may inform the development of their project design.

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP will provide priority consideration to applicants that propose (as applicable within the scope of this funding opportunity) projects designed to advance the goals listed below. Applicants seeking priority consideration should specify in the proposal narrative (and in the budget detail form, if applicable) which of the following goal(s) the project is intended to advance and how it will do so:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);

(b) Combatting violent crime;

(c) Supporting services to American citizens;

(d) Protecting American children;

(e) Supporting American victims of trafficking and sexual assault; and

(f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—

(1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and

(2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both— (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

Note: Addressing these priority areas is one of many factors that OJP considers in making funding decisions. Receiving priority consideration for one or more priority areas does not guarantee a funding award.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—

including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Program Goals and Objectives

Goal 1: Strengthen the evidentiary value of BWC footage in criminal investigations and prosecutions.

Objective 1.1: Promote agency policies that govern the secure capture, storage, and retention of BWC footage consistent with evidentiary standards.

Objective 1.2: Expand the integration of BWC footage into case management systems to improve prosecutorial review and courtroom presentation.

Objective 1.3: Support practices that streamline the transfer of digital evidence from law enforcement to prosecuting agencies.

Goal 2: Improve the operational effectiveness and safety of law enforcement and correctional personnel.

Objective 2.1: Encourage the strategic deployment of BWCs in high-risk operational settings to improve officer safety.

Objective 2.2: Support the use of BWC footage to exonerate officers following unfounded complaints or allegations of misconduct.

Goal 3: Advance agency-level capacity to manage and share digital evidence.

Objective 3.1: Promote scalable digital evidence management systems that allow for efficient storage, tagging, and retrieval of BWC footage.

Objective 3.2: Facilitate cross-agency collaboration in evidence sharing, including law enforcement-to-prosecutor and law enforcement-to-court workflows.

How Awards Will Contribute to Program Goals/Objectives

Award recipients will implement and/or enhance body worn camera programs that strengthen evidentiary documentation, improve prosecutorial outcomes, and enhance officer and citizen safety.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a grant recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives previously identified. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Award recipients will be expected to develop and submit the deliverables listed below in the course of implementing their proposed project.

For **Categories 1 and 2**, deliverables include:

- A copy of a final BWC policy, developed or finalized in collaboration with the selected TTA provider.

For **Category 3**, deliverables include:

- Documentation and copies of internal documents (e.g., policies, procedural manuals, operational assessment) that were produced with grant funds.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found in the Body-Worn Camera Policy and Implementation Program Questionnaire.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.

Cost Sharing/Match Requirements

Categories 1 and 2

Federal funds awarded under these categories of the funding opportunity require cost sharing or match from the award recipient. "Match" means the portion of project costs not paid by federal funds or contributions (*e.g.*, staff time not charged to the federal share of the budget, supplies provided by the recipient). Items provided as part of the match must support the fulfillment of proposed activities, be allowable costs under this funding opportunity, and have documentation of their value. The match may not be used for, and may not consist of, costs that are unallowable for this funding opportunity. See Application Contents, Submission Requirements, and Deadlines: Budget Detail Form for more details on this funding opportunity's unallowable costs.

Recipients must satisfy this match requirement with cash and/or in-kind contributions. "In-kind" contributions may be in the form of services, supplies, real property (*e.g.*, office space), and/or equipment.

Explanation of the Calculation

Categories 1 and 2 under this funding opportunity require a **match based on the total federal award amount**. Federal funds awarded under these categories require a 50 percent match from non-federal sources. For each federal dollar awarded, the recipient must provide one dollar toward the project costs. If an award recipient's proposed match is more than the required match amount and OJP approves the proposed budget, then that total match amount becomes part of the project budget, which is subject to audit.

How To Calculate Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient Share	=	Required Match
Example					
Match Requirement: 50/50 (Federal Share/Recipient Share) Federal Award Amount: $100,000					
Step 1	$100,000	÷	50% Federal Share	=	$200,000
Step 2	$200,000	x	50% Recipient Share	=	$100,000

See the Application Resource Guide for additional information on this match requirement and step-by-step instructions for entering match amounts in the budget.

Category 3

Federal funds awarded under this category of the funding opportunity do not require cost sharing/match.

APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifier (UEI) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is not subject to Executive Order (E.O.) 12372 (Intergovernmental Review). Applicants should answer section 19 by selecting, "Program is not covered by E.O. 12372."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (*e.g.,* the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (*e.g.*, they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (*i.e.*, what the project will do and why it is necessary).
- Where the project will take place (*i.e.*, the service area, if applicable).
- Who will be served by the project (*i.e.*, who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (*i.e.*, what the project will achieve).

See the Application Resource Guide for an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

Agency Funding Priorities Inventory

Applicants should complete the Agency Funding Priorities Inventory to indicate whether they are seeking priority consideration based on any of the items listed in the Agency Funding Priorities section, and if so, which priority(ies) their project will address.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 15 pages. Tables, charts, and graphic that are single-spaced or smaller than 12-point size font are permissible. Applicant should make certain they are legible. If the Proposal Narrative does not comply with these restrictions, OJP may consider such noncompliance in peer review and in final award decisions.

Sections of the Proposal Narrative: The Proposal Narrative must include the six sections listed below. If the applicant seeks priority consideration, the Proposal Narrative must state which priority goal(s) the applicant's project will advance and describe how (see section Agency Funding Priorities under Program Description).

1. Description of the Need: What critical issue or problem is the applicant proposing to address with this project? Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.

For **Categories 1 and 2 only**, applicants also must:

- Specify the number of BWCs to be purchased or leased with grant funds.
- Indicate whether the proposed program is a pilot, a new agency-wide deployment, an expansion to additional personnel, a replacement of aging equipment, or a combination thereof.

2. Project Goals and Objectives: How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what the applicant hopes to accomplish).
- Project objectives (objectives are specific outcomes the applicant plans to achieve through project activities).
- How the applicant's goals and objectives relate to the goals and objectives of the NOFO.

3. Project Design and Implementation: How will the applicant implement project activities that meet the goals and objectives? Please include:

- What activities the applicant will conduct to achieve the proposed goals and objectives.
- How the applicant will deliver or complete those activities.
- When the activities will take place.
- Who in the applicant's organization will staff the activities, including key staff.
- Who will participate in and benefit from the activity.
- What deliverables, reports, and other items will be produced as part of the project.
- If the applicant plans to use subrecipients to help conduct the project, please name them (if they are known) or describe how the applicant will identify them. Please describe their role in conducting project activities.

4. Capabilities and Competencies: What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:

- A short description of the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
- A description of projects or activities the applicant organization has conducted, or is currently conducting, that demonstrate the applicant's ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

5. Plan for Collecting Performance Measure Data: Describe how the applicant will track, manage, and report performance data, including:

- The individual(s) responsible for data collection and reporting.
- Methods for measuring performance and evaluating project outcomes.
- How performance data will inform project management and continuous improvement.

6. Sustainability: Describe how the project or technology will continue to operate and be maintained once the award funding has ended.

This plan should not assume that additional funding under this program is available after the award period, and it should identify state, local, or possibly private funding to ensure the program or technology continues.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget and Associated Documentation: Budget Detail Form

The applicant will complete the JustGrants budget detail form. The form collects the individual costs under each cost category needed to implement the proposed project. Applicants should ensure that the name/description of each cost is clear and provide the detailed calculation (*e.g.*, cost per unit and number of units) for the total cost. Applicants should enter additional narrative, as needed, to fully describe the cost calculations and connection to the project goals and objectives (including, if applicable, describing connections to OJP priority goals).

Budget proposals should include the funding needed to implement the proposed activities. In preparing their budget proposals, applicants should consider what types of costs are allowable, if awarded funding. Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the project funded under the federal award and when they comply with the funding statute and agency requirements, including the conditions of the award and the cost principles set out in 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide.

For Category 1 and 2 applicants, all budgets must include the total number of BWCs to be acquired with grant funds (federal and matching).
Quotes from BWC vendors may be used for budget planning purposes and may be attached to JustGrants application. If such documentation is provided, it is understood that these serve as cost estimates. *Should an applicant be awarded, no assumption should be made that OJP or BJA approved of or endorsed the vendor quotes submitted with the application*.

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical

steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): If an applicant proposes to hire employees with federal award funds, for any award of more than $250,000, the recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. Applicants may request a waiver from this requirement by submitting the appropriate form. See the Application Resource Guide for information on the "Limitation on Use of Award Funds for Employee Compensation for Awards over $250,000; Waiver."

Disclosure of Process Related to Executive Compensation (if applicable):

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Memorandum of Understanding (MOU) (if applicable)

For each named partner involved in the project (whether as a subrecipient that will receive federal funds to carry out part of the federal award, or otherwise), applicants should include a signed Memorandum of Understanding (MOU) or a letter of intent that confirms the partner's agreement to support the project through commitments of staff time, space, services, or other project needs. MOUs or letters of intent demonstrate the commitment of partner organizations to participate in the project. An MOU is a formalized commitment of staff and/or resources that is

signed by authorized representatives of both partner organizations. A letter of intent indicates the organizations' intention to partner, but the details of the commitment have not been fully worked out and officially agreed to.

Each MOU should include the following:

- Names of the organizations involved in the agreement.
- What service(s) and other work will be performed under the agreement by what organization.
- Duration of the agreement.

MOUs should be submitted as one separate attachment to the application.

Unsigned draft MOUs may be submitted with the application, but the applicant should describe in a cover page to the attachment why it is unsigned.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Curriculum Vitae or Resumes:** Provide resumes of key personnel who will work on the proposed project or a description of the experience and skills of key personnel necessary to implement the project.
- **Letters of Support:** A letter of support is from an entity or individual that knows the applicant's work. The letter tends to speak to the applicant's capacity to implement their proposed project. It differs from an MOU in that the entity is not committing staff, services, or supplies to help the applicant implement the project. Applicants should include, for each named supporting entity, a signed letter of support that outlines the supporting entity's reasons for supporting the project.

  Each letter of support may include descriptions of the following:

  - Relationship between the applicant entity and the supporting entity.
  - Need for and benefits that would be gained from the project.
  - Applicant's capacity to complete the proposed project.

  Letters of support should be signed and submitted as one separate attachment to the application in JustGrants.

- **Timeline:** Provide a timeline listing key activities and milestones, and the quarters during which they will take place.

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees: If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the Certify and Submit feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

    - A description of the technical difficulties experienced (provide screenshots if applicable).
    - A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).
    - An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
    - The applicant's unique entity identifier (UEI).
    - Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact INSERT the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.

APPLICATION REVIEW

Responsiveness (Basic Minimum Requirements) Review

OJP screens applications to ensure they meet the basic minimum requirements (BMR) prior to conducting the merit review. Following are the basic minimum requirements for this funding opportunity. If OJP determines that an application does not include these elements, it will not proceed to merit review and will not receive any further consideration.

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.
- The application is eligible based on the details in the Limit on Number of Applications section of this NOFO.
- The following application elements are included:
  - SF-424 (Grants.gov)
  - Proposal Narrative (JustGrants)
  - Budget detail form, which includes the budget items, their calculations, and explanation (JustGrants)
  - *Applicant State or local government entities only:* Certification by the Chief Executive Officer (or senior official) of the Applicant Government (using Appendix 1 template)

Applicants whose application fails to meet the BMR are provided notice (including an appropriate point of contact for questions) within a few weeks after the submission due date.

Merit Review Criteria

Peer Review Criteria

Applications that meet the basic minimum requirements will be evaluated for technical merit by peer reviewers based on how the proposed project/program addresses the following criteria:

- **Statement of the Problem/Description of the Issue (5%):** What critical issue or problem the applicant is proposing to address with this project.
- **Project Goals and Objectives (35%):** How the proposed project will address the identified need and the purpose of the funding opportunity.
- **Project Design and Implementation (25%):** The strength of how the applicant will implement activities, including the soundness of the project design and how the activities align to the stated goals and objectives.
- **Capabilities and Competencies (25%):** The applicant's administrative and technical capacity to successfully complete this project.
- **Budget (10%):** Completeness and cost effectiveness.

Programmatic and Financial Review Criteria

After the peer review, applications undergo additional programmatic and financial reviews. OJP staff may reach out to applicants during the programmatic or financial review if a submitted form is incomplete or needs to be updated. Note that OJP staff are not authorized to provide information on peer review scores or comment on programmatic, risk, or budget/financial reviews while the merit review is in progress.

In addition to BMR and peer review criteria, other important considerations for OJP include geographic coverage, strategic priorities (including, but not limited to, the priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the budget detail form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. If cost sharing/match is not required for this opportunity, applicants will not receive higher consideration by proposing a voluntary match contribution in their budget.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in the removal of an applicant from consideration or selection for award, or it may result in additional post-award conditions and oversight for an awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only peer review ratings and program office recommendations, but also other factors as indicated in the “Application Review” section to make final award decisions. For additional information on the application review process, see the Application Resource Guide.

AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. The Authorized Representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.

Applicants not selected for an award will receive notification after all award recipients have been notified. OJP also provides unsuccessful applicants with a summary of peer reviewer comments.

Future Funding Opportunities

OJP may, in certain cases, provide additional funding in future years to awards made under this funding opportunity through continuation awards. When making continuation award decisions, OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award.

Applications submitted under this FY 2025 funding opportunity may be funded in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent, and in appropriate cases, OJP may require additional reports.

Performance Measure Reporting

Award recipients are required to submit performance measure data and performance reports in JustGrants on a semi-annual basis. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP’s Legal Overview—FY 2025 Awards webpage under the

"Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.

OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

This application checklist has been created as an aid in developing an application. For more information, reference the "OJP Application Submission Steps" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period. Submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under "OJP Application Submission Steps" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Detail Form), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirements).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the OJP Response Center at 800-851-3420, 202-353-5556, or OJP.ResponseCenter@usdoj.gov or the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
  - Agency Funding Priorities Inventory
- Upload the Proposal Narrative.*
- Complete the budget detail form.*
- Upload other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
  - Applicant State or local government entities only: Upload properly-executed Certification by the Chief Executive Officer (or senior official) of the Applicant Government, using only the certification template provided in the specified Appendix to this NOFO.*
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review nor receive further consideration.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

Appendix 1

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(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)
Name of Applicant Government Entity	

Approved as to Form & Legal Sufficiency

Jon Jouben

County Attorney's Office

TITLE

Amendment 100 to Purchase Order Agreement With Lutheran Services Florida, Inc., d/b/a LSF Health Systems for Funding of Community Paramedicine Program and Mental Health and Substance Abuse Resource Coordination From Florida Opioid Allocation and Statewide Response Agreement a/k/a Opioid Settlement

BRIEF OVERVIEW

The Board approved the above purchase order agreement with Lutheran Services Florida Inc., d/b/a LSF health systems on September 9, 2025, to administer, implement, and manage the opioid settlement for Hernando County. However, the link in Section 4.1.1 of the agreement regarding employment background screening link was changed and the Department of Children and Families is seeking to update all agreements.

LSF Health System has provided Amendment 100 to update the contract which is presented now for approval.

FINANCIAL IMPACT

None.

LEGAL NOTE

The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Amendment 100 to Purchase Order Agreement with Lutheran Services Florida, Inc., d/b/a LSF Health Systems.

REVIEW PROCESS

Veda Ramirez	Approved	09/30/2025 4:49 PM
Albert Bertram	Escalated	10/15/2025 4:04 PM
Erin Dohren	Approved	10/16/2025 10:13 AM
Pamela Hare	Approved	10/16/2025 4:22 PM
Michael Cowan	Approved	10/21/2025 10:27 AM
Natasha Lopez Perez	Approved	10/21/2025 2:56 PM
Heidi Prouse	Approved	10/22/2025 11:44 AM
Toni Brady	Approved	10/22/2025 11:50 AM
Jeffrey Rogers	Approved	10/22/2025 11:56 AM
Colleen Conko	Approved	10/22/2025 12:08 PM

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Hernando County Board of County Commissioners** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2025, and shall continue through June 30, 2026.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) – Non-Qualified County (NQC) Funds** in the following County(ies): **Hernando**.

Services to be Provided. This scope of work is for the Contractor to provide **a community resource hub and a Mobile Integrated Healthcare Community Paramedicine (MIH-CP) Program.**

The Contractor is seeking to continue the two positions of Mental Health Substance Abuse Data Analyst and Resource Coordinator. These position with continue to serve all of Hernando County and cover all new and old services of the county. The scope of work is to serve as the quality control and hub for dissemination of information regarding opioid funding and resources.

Hernando County Fire Rescue will continue its MIH-CP program. The contractor hired an Emergency Medical Services (EMS) Supervisor/MIH-CP Coordinator to implement and oversee the MIH-CP Program. The coordinator will manage the Coordinated Opioid Recovery (CORE) Network which resulted in the hiring of two dedicated Community Paramedics. This funding will pay for the three mentioned employee's salaries, as well as the operational costs associated with running the program.

Section 1. Financial Consideration

1.1. Award Amount

Hernando County Board of County Commissioners has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed*, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: https://www.lsfhealthsystems.org/resources/#contractdocument, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports,** depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document

reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.3.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as

prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.3.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.3 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the agreement ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.

3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and

v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Agreement stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

4.2. Representations

4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Health Insurance Portability and Accountability Act

4.4.1. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

4.4.2. Business Associates

4.4.2.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For

purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.

4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.6. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this agreement. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.

4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents, or contractors.

4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor

of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons,

entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this **sixteen**-page Agreement to be effective this 1st day of July 2025.

Hernando County Board of County Commissioners	Lutheran Services Florida, Inc. d/b/a LSF Health Systems
Signature 9-9-2025 Date	Signature Date
Brian Hawkins, Chairman Printed Name Title	Dr. Christine Cauffield CEO Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-1155275**

Contractor FY Ending Date: **9/30**

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Hernando County Board of County Commissioners
Amendment 100

This amendment (the "Amendment") is made and entered into by and between Lutheran Services Florida, Inc. d/b/a LSF Health Systems ("LSF") and **Hernando County Board of County Commissioners** ("Provider") to be effective September 1, 2025. Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties."

Whereas, LSF wishes to amend the agreement entered into between said parties on **July 1, 2025**, the purpose of this amendment is to modify agreement language.

NOW THEREFORE, in consideration of the mutual covenants, and the mutual promises contained hereinafter, and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, as independent contractors, the parties agree as follows:

1. Capitalized terms herein shall be ascribed the meaning given by the Agreement. In the event of conflict between this Amendment and the Agreement, this Amendment shall control.

2. Purchase Order Agreement, Section 4.1., 'Employment Screening' is amended to update the link: "https://www.myflfamilies.com/services/background-screening" and is otherwise unchanged.

Except as amended herein, the terms and conditions of the Agreement remain the same in full effect and authority.

The parties' authorized representatives have executed this one-page Amendment to be effective this 1st day of September 2025.

Hernando County Board of County Commissioners		**Lutheran Services Florida, Inc. d/b/a LSF Health Systems**	
Signature	Date	Signature	Date
Printed Name	Title	Dr. Christine Cauffield Printed Name	CEO Title

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Utilities
Prepared By: Katrina Tejera
Initiator: Gordon Onderdonk
DOC ID: 16549
Legal Request Number: LR 2021 65 3
Bid/Contract Number:

TITLE

Amendment No. 1 to Grant Agreement With Department of Environmental Protection for Glen Water Reclamation Facility Denitrification Upgrade Project

BRIEF OVERVIEW

Grant Agreement No. LPA0109 between the Florida Department of Environmental Protection (FDEP) and Hernando County was approved by the BOCC on April 13, 2021, (Item 18089). The agreement has a grant agreement end date of June 30, 2026, and a construction task end date of December 31, 2025. Amendment No. 1 to LPA0109 was prepared by FDEP to revise the grant agreement expiration date to September 30, 2027, revise the grant work plan Construction task end date to March 31, 2027, update to the new FDEP Grant Manager and update standard grant language.

FINANCIAL IMPACT

There is no financial impact resulting from this item.

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Section 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Amendment No. 1 to Agreement No. LPA0109 between FDEP and Hernando County.

REVIEW PROCESS

Brad Smith	Approved	10/02/2025 1:17 PM
Katrina Tejera	Approved	10/02/2025 1:29 PM
Grace Sheppard	Approved	10/02/2025 1:55 PM
Gordon Onderdonk	Approved	10/03/2025 3:49 PM
Erin Briggs	Approved	10/06/2025 7:47 AM
Albert Bertram	Approved	10/08/2025 8:23 AM
Erin Dohren	Approved	10/08/2025 12:17 PM
Carla Rossiter-Smith	Approved	10/10/2025 4:09 PM
Pamela Hare	Approved	10/10/2025 4:48 PM
Michael Cowan	Approved	10/14/2025 8:15 AM
Heidi Prouse	Approved	10/14/2025 9:33 AM
Toni Brady	Approved	10/14/2025 4:00 PM
Jeffrey Rogers	Approved	10/19/2025 7:49 PM
Colleen Conko	Approved	10/20/2025 10:52 AM

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Hernando County Glen Water Reclamation Facility (WRF) Denitrification Upgrades**
Agreement Number: **LPA0109**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **Hernando County, FL** Entity Type: **Local Government**
Grantee Address: **15365 Cortez Boulevard, Brooksville, FL 34613** FEID: **59-1155275** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **June 30, 2026**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (28.5823, -82.5359)**
Project Description: **The Grantee will install wastewater treatment improvements at the Hernando County Water Reclamation Facility.**

5. Total Amount of Funding: **$4,600,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP (FY20-21), GAA Line Item 1635A**	**$900,000.00**
☑ State ☐Federal	**Springs (FY20-21), GAA Line Item 1634**	**$3,700,000.00**
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$4,600,000.00**

6. Department's Grant Manager
Name: **Zachary Easton** or successor
Address: **3900 Commonwealth Blvd.** **Tallahassee, FL 32399-3000**
Phone: **(850) 245-2949**
Email: **Zachary.Easton@dep.state.fl.us**

Grantee's Grant Manager
Name: **Mark Morgan, P.E.** or successor
Address: **15365 Cortez Boulevard** **Brooksville, FL 34613**
Phone: **(352) 754-4759**
Email: **markm@co.hernando.fl.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Hernando County, FL — **GRANTEE**

Grantee Name

By _____ April 13, 2021

(Authorized Signature) — Date Signed

Chairman, Board of County Commissioners, John Allocco

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ 4/21/2021

Secretary or Designee — Date Signed

Trina Vielhauer, DWRA Director

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY Maureen S. Sikora
County Attorney's Office

DWRA Additional Signatures

Zachary Easton, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.
The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

    iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0109

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Hernando County Glen Water Reclamation Facility (WRF) Denitrification Upgrades. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2020 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance.
None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.
There are no additional terms under this Agreement.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Hernando County Glen Water Reclamation Facility (WRF) Denitrification Upgrades

PROJECT LOCATION: The Project will be located in the City of Weeki Wachee within Hernando County; Lat/Long (28.5823, -82.5359). See Figure 1 for a site plan.

PROJECT BACKGROUND: The Florida Department of Environmental Protection completed a BMAP study and determined that the Weeki Wachee Spring, an Outstanding Florida Spring, is impaired by excessive nitrogen. To mitigate the impairment, a total maximum daily load (TDML) for total nitrogen has been established for the spring. Hernando County, FL (Grantee) identified wastewater treatment improvements at the Hernando County Glen Water Reclamation Facility (WRF) as a solution for reducing nitrogen groundwater contamination to the Weeki Wachee Spring.

PROJECT DESCRIPTION: The Grantee will install wastewater treatment improvements at the Hernando County Glen WRF necessary to achieve the advanced wastewater treatment (AWT) standard of 3 mg/L total nitrogen. The Grantee will hire an engineering design consultant to design and perform contract administrative services for the construction of anoxic denitrification concrete tankage to reduce the nitrogen discharge at the WRF.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $1,300,000 from Hernando County. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of wastewater treatment improvements and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. Submittal of the final design will be required if Construction is included in the Grant Work Plan.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct wastewater treatment improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$700,000	07/01/2020	12/31/2025
2	Construction	Contractual Services	$3,900,000	07/01/2020	12/31/2025
		Total:	$4,600,000		

Figure 1. Site Plan

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit mist be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP, GAA Line Item 1635A	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	$900,000	140047
Original Agreement	FDEP, GAA Line Item 1634	2020-2021	37.052	Florida Springs Grant Program	$3,700,000	087870
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
					$	

Total Award	$4,600,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0109
Project Title:	Hernando County Glen Water Reclamation Facility (WRF) Denitrification Upgrades
Grantee Name:	Hernando County, FL
Grantee's Grant Manager:	Mark Morgan, P.E.
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0109
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HERNANDO COUNTY

This Amendment to Agreement No. LPA0109 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Hernando County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Hernando County Glen Water Reclamation Facility (WRF) Denitrification Upgrades (Project), effective April 21, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to construction delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to September 30, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	**Grantee's Grant Manager**
Name: Arlene Acevedo	Name: Grace Sheppard
Address: FL Dept. Environmental of Protection	Address: Hernando County Utilities Department
3900 Commonwealth Blvd.	15365 Cortez Blvd
Tallahassee, Florida 32399	Brooksville, Florida 34613
Phone: (850) 245-2819	Phone: (352) 540-4368 ext.35117
Email: Arlene.Acevedo@FloridaDEP.gov	Email: gsheppard@co.hernando.fl.us

3. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

HERNANDO COUNTY

By: _____
Authorized Signature

Brian Hawkins - Chairman,
Board of County Commissioners
Print Name and Title

Date: _____

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Arlene Acevedo, DEP Grant Manager

_____
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Hernando County Glen Water Reclamation Facility (WRF) Denitrification Upgrades

PROJECT LOCATION: The Project will be located in the City of Weeki Wachee within Hernando County; Lat/Long (28.5823, -82.5359). See Figure 1 for a site plan.

PROJECT BACKGROUND: The Florida Department of Environmental Protection completed a BMAP study and determined that the Weeki Wachee Spring, an Outstanding Florida Spring, is impaired by excessive nitrogen. To mitigate the impairment, a total maximum daily load (TDML) for total nitrogen has been established for the spring. Hernando County, FL (Grantee) identified wastewater treatment improvements at the Hernando County Glen Water Reclamation Facility (WRF) as a solution for reducing nitrogen groundwater contamination to the Weeki Wachee Spring.

PROJECT DESCRIPTION: The Grantee will install wastewater treatment improvements at the Hernando County Glen WRF necessary to achieve the advanced wastewater treatment (AWT) standard of 3 mg/L total nitrogen. The Grantee will hire an engineering design consultant to design and perform contract administrative services for the construction of anoxic denitrification concrete tankage to reduce the nitrogen discharge at the WRF.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $1,300,000 from Hernando County. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of wastewater treatment improvements and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Construction

Deliverables: The Grantee will construct wastewater treatment improvements in accordance with the final design.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$700,000	07/01/2020	12/31/2025
2	Construction	Contractual Services	$3,900,000	07/01/2020	03/31/2027
		Total:	$4,600,000		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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Figure 1: Site Plan

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Ori

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2020-2021	37.039	Statewide Water Quality Restoration Projects – LI 1635A	$900,000.00	140047
Original Agreement	Department of Environmental Protection	2020-2021	37.052	Florida Springs Grant Program – LI 1634	$3,700,000.00	087870
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$4,600,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

Meeting: 10/28/2025
Department: Tourist Development
Prepared By: Tammy Heon
Initiator: Tammy Heon
DOC ID: 16530
Legal Request Number:
Bid/Contract Number:

TITLE
Sponsorship Agreement With Pickett's Ace Hardware for Mermaid Tale Trail Statue

BRIEF OVERVIEW
Attached is the sponsorship agreement for a Mermaid Tale Trail statute presented for the Board's approval. This will be the 38th Mermaid statue on the award-winning trail.

FINANCIAL IMPACT
None

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached Sponsorship Agreement with Pickett's Ace Hardware.

REVIEW PROCESS

Tammy Heon	Approved	09/29/2025 3:41 PM
Valerie Pianta	Approved	10/01/2025 3:04 PM
Albert Bertram	Delegated	10/01/2025 3:17 PM
Erin Dohren	Approved	10/03/2025 8:51 AM
Pamela Hare	Approved	10/15/2025 1:11 PM
Michael Cowan	Approved	10/21/2025 10:30 AM
Natasha Lopez Perez	Approved	10/21/2025 2:57 PM
Heidi Prouse	Approved	10/22/2025 11:47 AM
Toni Brady	Approved	10/22/2025 11:49 AM
Jeffrey Rogers	Approved	10/22/2025 11:55 AM
Colleen Conko	Approved	10/22/2025 12:09 PM

The Mermaid Tale Trail
Statue Sponsorship Agreement

This Mermaid Statue Sponsorship Agreement (this "Agreement") is entered into effective as of the ___ day of _____ 2025, between Pickett's Ace Hardware ("Sponsor") and the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, and its partners, the Hernando County Fine Arts Council and Brooksville Main Street.

WHEREAS, the County, through its designee, the Hernando County Tourism Department, which does business as Florida's Adventure Coast Visitors Bureau, and its partners, are expanding The Mermaid Tale Trail throughout Hernando County; and

WHEREAS, the Sponsor desires to sponsor a Mermaid Statue under the terms hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sponsorship** - The County and its partners agree to provide one Mermaid Statue, one cement pad to adhere the Mermaid Statue to for safety and stability, and one plaque identifying the Sponsor and Artist. The Sponsor will select the juried artwork upon which the Sponsor's Mermaid Statue will be designed, subject to sections 2 and 11 below. The Sponsor understands that the juried artwork is themes or concepts, and that exact replication on the Mermaid Statue is not possible due to variations in color saturation level of the materials used. For example, the juried artwork may be rendered in pencil or watercolor while the Mermaid Statue will be painted with automotive paints.

2. **Juried Artwork** - The artwork upon which the Mermaid Statues are designed will be juried by independent jurors who are selected and contracted by the Hernando County Fine Arts Council. The juried artwork will be in good taste, family friendly, and will not contain any language, words, slogans, designs, or other material, which, in the sole discretion of the County Administrator or his designee, is deemed inappropriate. The juried artwork will not include any logos or words, taglines, or slogans of an advertising nature. The Mermaid Statues created for The Mermaid Tale Trail are works for hire and owned by the County.

3. **Unveiling** - After the unveiling the Mermaid Statue will be delivered by the County or its designee to its permanent location as described in section 4 below.

4. **Permanent Location of Statue** - The Sponsor will choose the permanent location of their Mermaid Statue, which may be at one of the following locations: the Sponsor's business, in

one of Hernando County's parks, or another public location in Hernando County. The Mermaid Statue must be situated outdoors. If the Sponsor's chosen permanent location is Sponsor's business, such location must be free to enter every day of the year, safe from vehicle traffic or other dangers, must be family friendly and easily accessible for photography purposes. It is recommended that the statue be placed in a shady spot, rather than in direct sun. The permanent location of the Mermaid Statue is subject to approval by the County to ensure the safety of the public.

5. **Landscaping of Permanent Location** - The County, and its partners, shall be responsible for delivering the Mermaid Statue to the Sponsor's chosen permanent location. The Sponsor shall have such location appropriately landscaped and ready for the installation of the cement pad and Mermaid Statue. The Sponsor shall complete all such landscaping by the date of the unveiling of the Mermaid Statues to ensure no undue delays in installation. The Sponsor is responsible for all costs associated with such landscaping and any desired special lighting. The costs for the cement pad and anchors for the Mermaid Statue are included in the sponsorship.

6. **Term of this Agreement** - The term of this Agreement is thirty-six (36) months beginning on the effective date shown above. At the expiration of the term, this Agreement will automatically renew for a renewal period of twelve (12) months and will continue to renew for additional twelve (12) month renewal periods, up to a total of nine (9) renewal periods, unless any party terminates the Agreement according to section 16 below.

7. **Option of Ownership; Failure to Take Possession** - If The Mermaid Tale Trail ceases to exist or is otherwise ceased by the County, then the Sponsor has the option to assume ownership of the Mermaid Statue, by confirming such ownership in a written agreement with terms agreeable to all parties. Notwithstanding section 8 below, if the Sponsor assumes ownership, the Sponsor shall assume all responsibility, financial and otherwise, for all maintenance and repairs, related costs, and liability for the Mermaid Statue. If the Sponsor exercises the option to assume ownership of the Mermaid Statue, and the Sponsor subsequently closes their business or otherwise decides to remove the statue from The Mermaid Tale Trail, ownership of the Mermaid Statue will revert to the County without necessity of further written or oral agreement. If Sponsor does not exercise the option to assume ownership of the Mermaid Statue, or if the Sponsor fails or refuses to take possession of the Mermaid Statue at Sponsor's chosen permanent location, the County shall remove the Mermaid Statue from, or shall not deliver the Mermaid Statue to, whichever the case may be, the permanent location and shall resume/maintain possession of the Mermaid Statue. If the Sponsor closes their business or otherwise decides to remove the statue from The Mermaid Tale Trail, possession of the Mermaid Statue shall revert to the County without necessity of further written or oral agreement. If the Mermaid Statue is located at Sponsor's business, the County has the right to enter the location with reasonable written notice to Sponsor. In the event of such removal or

non-delivery, the County has the right to dispose, or transfer possession or ownership, of the Mermaid Statue at the County's sole discretion, and the Sponsor will not be entitled to a refund of any portion of the Sponsorship Fee.

8. **Liability Insurance; Hold Harmless** - The Sponsor shall provide continuous liability insurance and inland marine insurance on the Mermaid Statue for the entirety of the term of this Agreement and all renewal periods. The Sponsor shall hold the County harmless in the event of any damage to the statue or location where the statue is displayed, and any loss or damage to any person or property caused by the public's use of the statue.

9. **Repairs to and Maintenance of Statue** - The County and its partners will not provide any form of security or protection with respect to the Mermaid Statue. The Sponsor understands that the Mermaid Statue may be subject to vandalism, defacement, and/or other forms of damage from various causes. Should the paint job of the Mermaid be damaged, the Mermaid Statue's artist will provide paint "touch-up" repairs to the statue, at no additional cost to the Sponsor, for a period of one year from installation, after which such repairs will be billed at cost to the Sponsor. If such touch-up repairs are needed, Sponsor shall provide a written request directly to the artist for a paint touch-up to repair the damage. Should the Mermaid Statue suffer structural damage or paint damage requiring more than just touch-up repair, Sponsor shall have the Mermaid Statue repaired at their own cost. Upon expiration of one year from installation, the Sponsor shall maintain its Mermaid Statue at its sole cost, which maintenance shall be coordinated by the County in its sole discretion but billed at cost to the Sponsor. Invoices for costs related to maintenance will be provided to the Sponsor, and the Sponsor shall pay each invoice within thirty (30) days of date of the invoice. Under Florida law, the Sponsor shall indemnify the County, and its partners, from any loss, cost, or expenses arising from the breach of this provision.

10. **Promotion** - During the term of this Agreement, the County shall promote the expansion of The Mermaid Tale Trail to the media, on its website, social media channels, and other appropriate avenues for promotion. The County and its partners shall include in such promotions the names of Sponsor, and other sponsors, individuals, and businesses that have provided, or are providing, significant support in the creation and expansion of the Mermaid Tale Trail. As mermaids are unveiled, all websites and the digital passport will be updated to include the new mermaid(s) immediately. Printed maps are updated once annually. Sponsor understands and agrees that their mermaid may not be included on the printed map until the annual update is made and new maps are printed.

11. **Competitor's and Other's Advertisements** - The County and its partners reserve the right to sell sponsorships of other Mermaid Statues to competitors in direct competition with the Sponsor.

12. **Choice of Artwork and location** - Sponsor's choice and other sponsor's choices of juried artwork and/or location of their Mermaid Statue shall be prioritized according to the order that signed sponsorship agreements and payment are received.

13. **No Partnership or Agency** - Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.

14. **No Personal Liability** - Nothing contained in this Agreement between the County, its partners, and the Sponsor shall create any rights whatsoever on behalf of Sponsor against the Hernando County Board of County Commissioners, the Hernando County Tourism Department, the Hernando County Fine Arts Council or Brooksville Main Street, and/or the officers, directors, agents, employees, or assignees of each.

15. **Sponsorship Fee** – The Sponsorship Fee is Five Thousand, Five Hundred Dollars ($5,500.00) payable to Brooksville Main Street. The Sponsor shall pay the full Sponsorship Fee no later than ten (10) days prior to the unveiling event described in section 3 above. The Sponsorship Fee must be paid in full prior to installation of the Mermaid Statue at the Sponsor's location. The Sponsor's failure to timely pay the full Sponsorship Fee will be deemed a material breach of this Agreement and shall result in absolving the County and its partners of fulfilling their responsibilities to the Sponsor under this Agreement.

16. **Termination** - Thirty (30) days written notice by either party is required to cancel this Agreement. If the Agreement is canceled by either party, then possession of the Mermaid Statue shall revert to the County, who may dispose, or transfer possession or ownership, of the Mermaid Statue at the County's sole discretion. If this Agreement is terminated after the Mermaid Statue is completed, the Sponsor will not be entitled to a refund of any portion of the Sponsorship Fee. In the event of termination, the County has the right to enter the Sponsor's permanent location, with reasonable written notice to the Sponsor if located at Sponsor's business, to remove the Mermaid Statue therefrom.

17. **Notice** - Any notice contemplated in this Agreement must be in writing and must be delivered to the receiving party at the receiving party's address and/or email shown below.

18. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties with respect to its subject matter.

19. **Amendments** - This Agreement may not be modified or amended in any respect except by a writing executed and delivered by the parties.

20. **Severability** - If any term or provision of this Agreement or its application shall to any extent be invalid or unenforceable, the remainder of this Agreement will not be affected and will continue in full force and effect.

21. **Non-Waiver** - Failure by any party to complain of any action, non-action, or breach of any other party will not constitute a waiver of any aggrieved party's rights under this Agreement. Waiver by any party of any right arising from any breach of any other party will not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present, or future.

22. **Counterparts** - This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument.

23. **Litigation, Venue, and Attorney's Fees** - This Agreement is governed by and will be construed in accordance with the laws of the State of Florida. Venue for any dispute or litigation arising from this agreement shall lie in Hernando County, Florida, or the U.S. Middle District Court, in Tampa, Florida. Each party shall pay its own attorney fees.

SPONSOR INFORMATION:

Name: Pickett's Ace Hardware

Address: 800 West Jefferson Street, Brooksville, FL 34601

Phone Number: 352-796-9479

Email Address: picketts.ace@gmail.com

Requested location for Mermaid Statue South East side of property, by flag pole

Business URL: acehardware.com

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

For Sponsor:

Signature	Date: 9/8/2025
Phillip Pickett	President
Printed name	Title

For Hernando County:

Signature _____ Date _____

Printed name _____ Title _____

Address: _____

Phone No.: _____

Contact Email: _____

Approved as to form
And legal sufficiency
By: _____
County Attorney's Office
Template approved with LR 22-0084-23

For Brooksville Main Street:

Signature 9/29/2025

Date

Christopher Rhodes

Printed name

President of the Board, Brooksville Main Street

Title

Address: 205 E Fort Dade Ave, Brooksville, FL 34601

Phone No.: _____

Contact Email: chairman@welovebvl.org

For Hernando County Fine Arts Council:

Signature Oct 1, 2025

Date

Pedram Moghaddam

Printed name

Arts Council Chair

Title

Address: _____

Phone No.: 813-466-8249

Contact Email: Pedram.Moghaddam@hernandoarts.org

Anti-Human Trafficking Affidavit

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

1. My name is Phillip Pickett and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Pickett's Ace Hardware, 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 *coercion* for *labor* or *services*, 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.

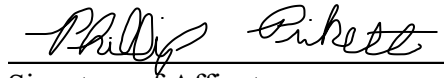
Under penalties of perjury, I Phillip Pickett, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Pickett's Ace Hardware
Name of Nongovernmental Entity

Phillip Pickett
Printed Name of Affiant

President
Title of Affiant


Signature of Affiant

10/09/2025
Date

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Mosquito Control
Prepared By: Alyssa Haas
Initiator: Sandra-Fisher Grainger
DOC ID: 16464
Legal Request Number: LR 024 511 1
Bid/Contract Number: FDACS CONTRACT #:32912

TITLE
State Financial Assistance Recipient Agreement With Department of Agriculture and Consumer Services for FY 2025-26 Funding for Mosquito Control Operations

BRIEF OVERVIEW
To receive appropriated funds for arthropod control in Hernando County, the Florida Department of Agriculture and Consumer Services (FDACS) requires an agreement with each County making the request for State aid. This agreement spells out the statutory requirements for compliance when receiving State-funded aid, as well as the various forms that are required to report the use of State and local funds.

FINANCIAL IMPACT
The $61,855.56 is budgeted in:

Fund: 1181 - State Mosquito Control and was included in the adopted FY 25-26 budget.

LEGAL NOTE
The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached FY 2025-26 Contract Agreement No. 32912 with the Florida Department of Agriculture and Consumer Services in order to receive state appropriated control funding for the new fiscal year.

REVIEW PROCESS

Sandra Fisher-Grainger	Approved	09/18/2025 11:55 AM
Paul Hasenmeier	Approved	09/19/2025 10:31 AM
Shaun Kusnierczak	Approved	09/19/2025 4:31 PM
Mindy Rivera	Delegated	09/22/2025 7:35 AM
Erin Briggs	Delegated	09/24/2025 10:32 AM
Amelia Gebala	Approved	09/25/2025 2:23 PM
Erin Briggs	Approved	09/25/2025 2:59 PM
Albert Bertram	Approved	09/26/2025 9:35 AM
Carla Rossiter-Smith	Approved	09/29/2025 12:51 PM
Pamela Hare	Approved	09/30/2025 8:44 AM
Natasha Lopez Perez	Approved	09/30/2025 3:20 PM
Heidi Prouse	Approved	10/06/2025 12:58 PM
Toni Brady	Approved	10/07/2025 11:24 AM
Jeffrey Rogers	Approved	10/08/2025 8:29 AM
Colleen Conko	Approved	10/08/2025 10:46 AM

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL
STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

CSFA Number: 42.003

State Project Title: Mosquito Control

Authorization: Section 388, Florida Statutes (F.S.)

Fiscal Year: 2025-2026

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,** the RECIPIENT.

This AGREEMENT shall be executed by the RECIPIENT and returned to the DEPARTMENT not later than **December 31, 2025**, and shall serve as the RECIPIENT'S acknowledgment that this AGREEMENT is subject to Section 215.97, F.S.

ARTICLE 1: TERM

1.1 Contract Period: **OCTOBER 1, 2025 – SEPTEMBER 30, 2026**

1.2 Extension and Renewal. ***RESERVED***

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following contractual services:

Conduct arthropod/mosquito control in compliance with the requirements of Chapter 388, F.S., Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.) as detailed in the attached Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.

2.2 Deliverables. The RECIPIENT must provide quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager prior to payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to conduct arthropod/mosquito control services as specified in the attached Scope of Work. In addition, the RECIPIENT must provide the following:

A. Submit each month to the Department on the current form indicated no later than thirty days after the end of the previous month:
   1. "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23), and supporting documentation (i.e., receipts travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).

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2. "Mosquito Control Monthly Report - Local Funds" (FDACS-13663, Rev. 09/23).

3. "Mosquito Control Monthly Report - Pesticide Activity" (FDACS-13652, Rev. 02/23).

B. Submit to the Department on the current form indicated **as needed**:

1. “Arthropod Control Budget Amendment” (FDACS-13613, Rev. 7/13) Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.

2. Submit a copy to the DEPARTMENT of each financial reporting package containing non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence regarding follow-up taken to address any prior year deficiencies, and such other information determined by the Auditor General of the State of Florida to be necessary.

2.3 Financial Consequences. Failure to timely provide the deliverables of this AGREEMENT shall result in financial consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment as a financial consequence as follows:

A. If the RECIPIENT fails to timely provide one or more deliverables from the Scope of Work or Article 2.2 above, due on or before **AUGUST 30, 2026,** then in addition to any other available remedies the DEPARTMENT shall reduce payment by 5% of the corresponding quarter’s payment.

B. The DEPARTMENT in its sole discretion may grant an extension of one or more deliverable deadlines upon prior written request from RECIPIENT and for good cause shown.

C. Absent a written extension of the deadline to provide the annual report, the Parties agree that the Recipient shall be liable for a financial consequence of $100 per calendar day until the annual audit report required in Article 11.2 is delivered.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed $**61,855.56** payable quarterly in accordance with Article 3.1.3, upon receipt of required reports submitted to the DEPARTMENT within the statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.1.2 State funds, supplies, and services shall be made available to RECIPIENT by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor.

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Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to RECIPIENT in the last three (3) quarters of the current fiscal year. RECIPIENT shall be notified of the amount payable to them and if necessary, shall amend amounts of state funds budgeted.

3.1.3 The following quarterly payment schedule shall apply to this AGREEMENT:

Contract Period	Quarterly Payment Month (approximate)
October – December	January
January – March	April
April – June	July
July – September	September

If this AGREEMENT is not executed in time for one or more of the quarterly payments to apply, payment will be made in accordance with the remaining quarterly payment schedule.

3.2 Expenses. All purchases of supplies, materials and equipment by RECIPIENT shall be made in accordance with the laws governing purchases by Boards of County Commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance with Chapter 388, F.S., and Chapter 5E-13, Florida Administrative Code.

3.2.1 All funds, supplies, and services released to the RECIPIENT shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.

3.2.2 Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be identified in the Scope of Work and approved by the Department to be eligible for reimbursement.

3.3 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.4 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: *Reserved*

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Parties shall comply with all applicable local, state, and federal laws, rules, regulations, and policies, including but not limited to those specifically identified in this Agreement.

5.2 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.3 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.4 RECIPIENT shall comply with Section 20.055(5), F.S.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Florida's Public Records Law, Section 119.0701, F.S., Recipient shall preserve, retain, and disclose as required all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT, and otherwise fully comply with the requirements of Chapter 119. To that end, RECIPIENT must:

6.1.1 Retain all records made or received in conjunction with this Agreement for no less than five (5) years after the end of the Contract Period in Article 1.1.

6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the DEPARTMENT.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

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ARTICLE 7: TERMINATION

7.1 For Convenience. The parties may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the contract manager, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The RECIPIENT shall:

7.3.2.1 If the RECIPIENT decides to withdraw from participation in state matching funds under Chapter 388, F.S., prior to the end of the contract period, the RECIPIENT shall continue to submit the required reports until all funds received by the RECIPIENT as of the date of withdrawal are exhausted.

7.3.2.2 Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.3 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.4 Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

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7.3.2.5 Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.6 Disclose, transfer, and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.7 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the items listed above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT shall maintain books, papers, records, and documents (Records) in accordance with generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

8.3 The Recipient shall comply with all applicable requirements of Section 215.97, F.S., and audit requirements for awards of state funded financial assistance. If the Recipient is required to undergo an audit, Recipient shall promptly provide all related Records to the auditor.

8.4 State funds received by RECIPIENT shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, F.S..

8.5 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.6 Audits conducted pursuant to Section 215.97, F.S., shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.7 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.8 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however, the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.9 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, F.S.

8.10 The DEPARTMENT, the Department of Financial Services, and the State's Auditor General shall have access to the RECIPIENT's Records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The RECIPIENT is required to maintain sufficient Records and supporting documents demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such Records upon request.

8.11 Section 215.97, F.S., does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.12 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.13 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.14 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.2 The RECIPIENT shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.3 Indemnification: Sovereign Entity. RECIPIENT warrants and represents that as a sovereign entity, it is self-insured. RECIPIENT assumes all risk of personal injury and property damage attributable to the negligent or intentional acts or omissions of RECIPIENT and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the RECIPIENT. DEPARTMENT and RECIPIENT agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond that provided in § 768.28, Florida Statutes.

9.4 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.4.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.6 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

9.7 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.8 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in

full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the F.S. and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.9 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.10 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.11 Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to RECIPIENT's compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; and (2) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.12 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder), will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.

9.13 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.

9.14 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the DEPARTMENT's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.15 Administration of the Agreement.

The contract manager for the DEPARTMENT is **SHALINDA WOODS** and is located at **DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNER BOULEVARD, SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER (850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV.**

The contract manager for the RECIPIENT is **SANDRA FISHER-GRAINGER, DIRECTOR** and is located at **15400 WISCON ROAD, BROOKSVILLE, FL 34601.**

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.16 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 9.14 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15400 WISCON ROAD, BROOKSVILLE, FL 34601**

9.17 Tangible Property. All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to RECIPIENT shall become the property of the RECIPIENT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the RECIPIENT.

9.17.1 The DEPARTMENT, upon notifying RECIPIENT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

9.17.2 Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by RECIPIENT shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S..

9.17.3 The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by RECIPIENT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

ARTICLE 10: *RESERVED*

ARTICLE 11: MANDATORY CERTIFICATIONS (Note: does not apply to individuals or private citizens).

11.1 ***RESERVED***

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required

Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th.

11.2.1 An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.2.2 Recipient understands and agrees that it must provide Department written notice detailing any change in executive compensation in the intervening period between annual reports.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits, hereto, the parties have caused to be executed this AGREEMENT by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Joey B. Hicks	
Signature	Signature
Director, Division of Administration	
Title	Title
9/11/2025	
Date	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Natasha López Perez

County Attorney's Office

Certificate Of Completion

Envelope Id: AEEA37A2-B330-47DC-980C-D6E8133E5461
Status: Sent
Subject: Please DocuSign: FDACS CONTRACT# 32912 HERNANDO COUNTY BOCC MOSQUITO CONTROL
Source Envelope:
Document Pages: 12
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Joseph Duncan
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
IP Address: 164.51.45.242

Record Tracking

Status: Original
September 11, 2025 | 15:20
Holder: Joseph Duncan
Joseph.Duncan@fdacs.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Florida Department of Agriculture and Consumer Services
Location: Docusign

Signer Events	Signature	Timestamp
Joey B. Hicks joey.hicks@fdacs.gov Director of ADministration Director of Administration Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Joey B. Hicks Signature Adoption: Pre-selected Style Using IP Address: 164.51.45.242	Sent: September 11, 2025 | 15:22 Viewed: September 11, 2025 | 15:34 Signed: September 11, 2025 | 15:34
SANDRA FISHER-GRAINGER SFISHER@CO.HERNANDO.FL.US Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: September 12, 2025 | 11:47 ID: d50a9827-7acc-4fc2-8a5d-426ca30e3ca1		Sent: September 11, 2025 | 15:34 Viewed: September 12, 2025 | 11:47

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Shalinda Woods shalinda.woods@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: September 11, 2025 | 15:34

Carbon Copy Events	Status	Timestamp
Rachel Matthews rachel.matthews@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: September 11, 2025 | 15:34
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 11, 2025 | 15:22
Certified Delivered	Security Checked	September 12, 2025 | 11:47

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Airport
Prepared By: Christine Schmidt
Initiator: Steve Miller
DOC ID: 15948
Legal Request Number: 20-339-4
Bid/Contract Number:

TITLE

Corporate Hangar Lease Agreement With Pem-Air Turbine Engine Services, LLC, for Corporate Hangar Located at 16304 Flight Path Drive at Brooksville-Tampa Bay Regional Airport

BRIEF OVERVIEW

Pem-Air Turbine Engine Services, LLC is a tenant in good standing and is currently leasing the Corporate Hangar located at 16304 Flight Path Drive. The lease agreement has expired, and Pem-Air would like to enter into another lease agreement for the same location. The new lease agreement will have a term of five (5) years, with rental rates specified in the lease for each year of the term.

FINANCIAL IMPACT

The Airport will receive annual revenue in the amounts stated below and recognized in:

Fund: 4311 - Airport/Industrial Park, **Account: 3620024** - Lease-Airport Hangars.

Year 1	$58,950.00
Year 2	$67,770.00
Year 3	$78,300.00
Year 4	$81,000.00
Year 5	$83,424.00

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached Corporate Hangar Lease Agreement with Pem-Air Turbine Engine Services, LLC for the lease of the Corporate Hangar located at 16304 Flight Path Drive.

REVIEW PROCESS

Valerie Pianta	Approved	09/26/2025	2:38 PM
Gina Grimmer	Approved	09/26/2025	3:07 PM
Amelia Gebala	Escalated	09/30/2025	5:18 PM
Albert Bertram	Delegated	10/01/2025	9:09 AM
Amelia Gebala	Approved	10/01/2025	1:22 PM
Albert Bertram	Approved	10/01/2025	3:22 PM
Erin Dohren	Approved	10/02/2025	8:11 AM
Pamela Hare	Approved	10/05/2025	5:11 PM
Jon Jouben	Approved	10/06/2025	4:59 PM
Heidi Prouse	Approved	10/07/2025	9:39 AM

Toni Brady	Approved	10/07/2025 11:17 AM
Jeffrey Rogers	Approved	10/07/2025 8:46 PM
Colleen Conko	Approved	10/08/2025 9:20 AM

CORPORATE HANGAR LEASE AGREEMENT

THIS IS A LEASE AGREEMENT dated as of ____ day of _____, 2025 between **Hernando County**, a political subdivision of the State of Florida (the "**Lessor**" or the "County") whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 and **Pem-Air Turbine Engine Services LLC,** a Florida limited liability company (the "**Lessee**") whose address is 15741 Technology Drive, Brooksville, FL 34606.

WHEREAS, the Brooksville-Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the FAA); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, require that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of Surplus Airport Property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1 - PREMISES

1.A. The **Lessor** hereby leases the real property and the Improvements defined in section 1.B. with a street address of 16304 Flight Path Drive, Brooksville, **FL** 34604 ("the Premises").

1.B. The building containing approximately 9,000 square feet of interior floor space together with certain improvements, such as the ramp, on the property are referred to herein collectively as "the Improvements". The Improvements were constructed in accordance with all applicable building codes and standards in effect at the time of construction.

SECTION 2 - LEASE TERM

2.A. This Agreement shall be effective upon the last date signed below by the **Lessor** and the **Lessee** (the "Effective Date"). The lease term for the Premises shall commence on the 1st day of November 2025, and shall end on the anniversary date five years hence (the "Anniversary Date"), unless it is terminated earlier in accordance with the terms of this Agreement.

2.B. Renewal Option: **Lessee** shall have the option to renew this Agreement for up to one (1) additional five (5) year term, with the first renewal term commencing immediately upon expiration of the initial lease term. The option may be exercised at **Lessee's** sole discretion by providing written notice to **Lessor** no less than one hundred twenty (120) days prior to the expiration of the then-current lease term or renewal term. Each renewal term shall be on the same terms and conditions as this Agreement, unless otherwise agreed in writing by the parties, and unless terminated in accordance with this Agreement.

SECTION 3 - SECURITY DEPOSIT

3.A. The **Lessee** has on deposit with the **Lessor** the sum of (Six Thousand and no/100 dollars ($6,000.00) (the "Security Deposit") which deposit shall be held by the **Lessor** as security for the steadfast performance by the **Lessee** of all the terms, covenants, and conditions of this Agreement during the term hereof.

3.B. If the **Lessee** defaults with respect to, or otherwise violates, any provision of this Agreement, including but not limited to the non-payment of any rent, the **Lessor** may, but shall not be obligated to, apply or retain all or any portion of said Security Deposit for the payment of any amount due the **Lessor** or to reimburse or compensate the **Lessor** for any liability, cost, defense, loss or damage which the **Lessor** may suffer or incur by reason thereof.

3.C. The **Lessor** shall promptly, at the expiration or earlier termination of the term hereof and after the **Lessee** has vacated the Premises, return to the **Lessee** that portion of the Security Deposit not used or applied by the **Lessor** in accordance with section 3.B. above. Said Security Deposit shall not accrue interest to the **Lessee**.

SECTION 4 - RENT

4.A. **Lessee** shall pay to the **Lessor** the following rent:

4.A.1. **Lessee** shall pay Monthly Rent in the amount of $1/12^{th}$ of the Annual Rent in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for five year(s):

	$ per square foot	Annual Rent	Monthly Rent
Year 1	$6.55	$58,950.00	$4,912.50
Year 2	$7.53	$67,770.00	$5,647.50
Year 3	$8.70	$78,300.00	$6,525.00
Year 4	$9.00	$81,000.00	$6,750.00
Year 5	$9.27	$83,424.00	$6,952.00

4.A.2. In the event the Lessee exercises its option to renew pursuant to Section 2.B. above, the Annual Rent shall increase by three percent (3%) annually on each anniversary of the commencement date of the applicable renewal term.

4.B. Late Payment Penalty: A ten percent (10%) monthly penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales tax, late fees, special assessments, fire assessments, etc.

4.C. The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect **Lessor's** rights under this Agreement and shall in no way constitute an accord and satisfaction, waiver, or estoppel upon the **Lessor**.

SECTION 5 - USE OF PREMISES

5.A. The **Lessee** shall use the Premises for the storage of **Lessee**-owned or managed aircraft and related support equipment. Additionally, Lessee shall be permitted to conduct aircraft, engine, and equipment repair and maintenance on the Premises. No other use shall be permitted without the prior written consent of the Airport Manager.

5.B. The **Lessee** shall comply with all present and future laws, ordinances, orders, rules and regulations or zoning classifications of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises or the operation thereof.

5.C. The **Lessee** shall not commit or permit any act to be committed in or about the Premises that results in any damage of the Premises, or that damages Airport property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

5.D. The **Lessee** shall comply with all federal, state and local requirements concerning the disposition of sump drained fuel. The **Lessee** is solely responsible for any fine, penalty or judgment handed down to the **Lessor** as a result of the **Lessee's** actions.

5.E. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) that now or in the future is determined by any state, federal or local governmental authority to pose a risk of injury to health, safety or property or the use or disposal of which is regulated by any governmental authority. The **Lessee** shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by the **Lessee**, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with, any required permits and applicable laws. If the **Lessee** breaches its obligations, as set forth herein, the **Lessor**, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the **Lessee** to remove and properly dispose of the hazardous material, all at the **Lessee**'s sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the **Lessor**, or (3) perform the removal and disposal thereof itself, in which event the **Lessee** shall reimburse the **Lessor**, on demand, for the cost incurred by the **Lessor** in doing so and in securing any certifications deemed necessary or desirable by the **Lessor**.

SECTION 6 - UTILITIES, CONNECTIONS, FEES AND SERVICES

The **Lessee** shall pay for all water, gas, heat, electricity, light, power, sewer charges, fire protection fees, telephone service, and all other services and utilities supplied or provided to the Premises. The **Lessee** shall further pay for all connection charges and deposits in connection with such utility services.

SECTION 7 - DELIVERY OF POSSESSION

The **Lessee** hereby acknowledges it has had adequate opportunity to inspect the Premises and hereby leases the Premises at 16304 Flight Path Drive, Brooksville, FL as is. The **Lessor** makes no warranty or representation to the **Lessee**, and the **Lessee** acknowledges the **Lessor** has made no representation, respecting the condition of the Premises, or applicable zoning laws and regulations. The taking of possession of the Premises by the **Lessee** shall be conclusive evidence against the **Lessee** that the Premises were in good and satisfactory condition when possession was so taken.

SECTION 8 - INSURANCE

8.A. At all times while this Agreement remains in force, the **Lessor** shall maintain fire and casualty insurance on the Improvements located on the Premises in such amount deemed acceptable to **Lessor**; however, if the Lessor maintains such insurance coverage for the Premises under a master or umbrella policy, the **Lessee** shall reimburse the **Lessor** the amount of Lessee's pro rata share of such coverage. The **Lessee** shall pay the **Lessor** such amount within thirty (30) days of receipt of invoice from the **Lessor**.

8.B. In addition, at all times while this Agreement remains in force, the **Lessee**, at the **Lessee's** sole expense, shall maintain the following insurance with a Best's rating of 'A' or better:

8.B.1. Workers Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be as required by law.

8.B.2. Liability. At all times while this Agreement remains in force, the **Lessee**, at the **Lessee**'s sole expense, shall maintain with respect to the Premises, primary insurance coverage in an amount not less than One Million Dollars ($1,000,000) in general liability insurance (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) as per the 2012 Insurance Requirements established by the County. In addition, the **Lessee**, at the **Lessee**'s sole expense, shall provide Products/Completed Operations liability insurance in an amount not less One Million Dollars ($1,000,000) (per occurrence) and Two Million Dollars ($2,000,000) (general aggregate) and Hangarkeepers Legal Liability in an amount not less One Million Dollars ($1,000,000) (each aircraft/each occurrence). The **Lessee** shall endorse "Hernando County Board of County Commissioners" as an additional insured on the General Liability Insurance policy. All insurance shall have a Best's Rating of "A" or better. The Lessee shall provide to the Airport Manager Insurance Certificates as proof of the required coverage prior to any use or occupation of the Premises. Notwithstanding the foregoing, the existence of insurance does not relieve the **Lessee**, its employees or agents of any duty imposed under this Agreement or under applicable law. Notwithstanding the minimum insurance requirements above, the Airport Manager is authorized to reduce the general aggregate insurance limit to One Million Dollars when Umbrella Liability insurance is provided, or such other reduction as approved with the concurrence of the County Administrator.

Reduction Sought. Type/Reason:_____ .
Approval:_____ . (Airport Manager Initials)
Approval_____ . (County Administrator)

8.B.3. Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of auto liability insurance (inclusive of any amounts provided by an umbrella or excess policy) is $1,000,000.

8.C. The **Lessee** shall deliver to the **Lessor** certificates or binders evidencing the existence of the insurance upon execution of this Agreement and shall provide evidence of continuing coverage throughout the term of this Agreement upon Lessor's request. The insurance binder shall provide that the insurance carrier shall notify the **Lessor** twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the **Lessor** in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

8.D. Failure to maintain required insurance and to provide continuing evidence of insurance to the **Lessor** is a material breach of this Agreement and shall be grounds for the **Lessor** to take immediate action to terminate this Agreement and evict the **Lessee** pursuant to applicable law. In addition to any other remedies available to the **Lessor** under this Agreement or applicable law, lapse of any insurance coverage required herein shall subject the **Lessee** to a

penalty of five hundred dollars ($500.00) to be added to the amount of rent due for the first rental period after notice to the **Lessor** of such lapse.

SECTION 9 - INDEMNIFICATION

9.A. The **Lessee** shall indemnify, defend, and save the **Lessor** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly or in part by any acts or omissions of the **Lessee**, its agents, contractors, subcontractors, employees, subtenants or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessee** shall give the **Lessor** immediate written notice of any such happening causing injury to persons or property.

9.B. To the extent permitted by Florida law, the **Lessor** shall indemnify, defend, and save the **Lessee** harmless against any and all claims, suits, demands, actions, fines, damages, and liabilities, and all cost and expenses thereof arising out of injury to persons (including death) or property occurring in, on or about, or arising out of the Premises if caused or occasioned wholly by any acts or omissions of the **Lessor**, its agents, contractors, subcontractors, employees, or invitees. In any litigation arising from this Agreement, the parties to such litigation shall bear their own attorney's fees, costs and other expenses. Further, the **Lessor** shall give the **Lessee** immediate written notice of any such happening causing injury to persons or property.

9.C. The **Lessor** shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, or leaks from the Premises or from pipes, appliances, plumbing works, roof, street, subsurface or from any other place or by dampness or by any other cause of whatever nature. The **Lessor** shall not be liable for any damage caused by other tenants or persons in the Premises, occupants of adjacent property, the public, or such damage caused by operations in construction of any public or private work.

9.D. All property of the **Lessee** or any others kept or stored on the Premises shall be so kept or stored at the risk of the **Lessee** only and the **Lessee** shall hold the **Lessor** harmless from any claims arising out of the damage to the same. Without limiting the provisions of this paragraph, the **Lessor** shall not be liable for any damage to fixtures, merchandise, property of whatever kind of the **Lessee**, caused by fire or any other insurable hazard regardless of the nature or cause and including, non-exclusively, fire, wind, flood, water-damage, Acts of God, disasters, war, acts of terrorism, and aviation accidents, and the **Lessee** does hereby expressly release the **Lessor** from all liability for such damage of all items covered in this paragraph.

9.E. Damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

SECTION 10 - PROTECTION AGAINST LIENS

The **Lessee** shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the **Lessee**. In the event the **Lessee** fails to discharge any such lien within fifteen (15) days following written notice and demand by the **Lessor** for removal of such lien, the **Lessor**, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If the **Lessor** acts to discharge or secure any lien caused by the **Lessee**, then the **Lessee** shall reimburse the **Lessor** on demand, as additional rent, for all sums paid and all costs and expenses incurred by the **Lessor** involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 11 - COMMON AREAS

The **Lessor** agrees that the **Lessee**, shall have the right throughout the term of this Agreement, running from the Effective Date herein, to use, in common with others entitled to similar use thereof, all of the common use areas of the Airport that may from time to time be constructed or maintained, including but not limited to all taxi lanes, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas provided by the **Lessor**. The **Lessor** shall adequately maintain all such common areas in good, usable condition throughout the term of this Agreement. The **Lessor** may temporarily close the common areas in order to make any necessary repairs. The **Lessor** reserves the right, in its sole discretion, to modify, alter, remove, reduce, redesign or to make changes, additions, alterations, improvements or installments in or to the common areas or any portion thereof; provided, however, that no obstruction of the **Lessee**'s right of reasonable access to the Premises shall be caused by any of the above changes.

SECTION 12 - SIGNS

The Lessee shall install no signs on the exterior of the Improvements without prior written consent of the Airport Manager and shall install any such approved signage in compliance with the Hernando County Sign Regulations.

SECTION 13 - ALTERATIONS BY LESSEE

13.A. The **Lessee** shall make no structural changes to the Premises except with the prior written consent of the **Lessor**, which consent shall be in **Lessor**'s sole discretion. Any written request by the **Lessee** to the **Lessor** to make any alterations, additions or improvements shall in each instance be accompanied by plans and specifications for such alterations (the "Alterations") in such detail as the **Lessor** may reasonably require. All Alterations to the premises shall be made or installed in accordance with applicable laws and codes. **Lessor's** approval of the plans for any alterations, additions or improvements to be constructed by the **Lessee** shall in no event create any responsibility or liability on the part of the **Lessor** for their completeness, design sufficiency

or compliance with any and all applicable laws, rules and regulations of any governmental authorities.

13.B. All Alterations, including, without limitation: partitions; walls; railings; carpeting; floor and wall coverings; and other fixtures (excluding, however, the **Lessee**'s trade fixtures as described in the section entitled "Trade Fixtures and Equipment" herein), shall, when made or installed, at once become the property of the **Lessor** and shall remain for the benefit of the **Lessor** at the expiration date or earlier termination of this Agreement, in as good order and condition as they were when made or installed, reasonable wear and tear excepted.

13.C. In the event of making such Alterations as herein provided, the **Lessee** shall indemnify and save harmless the **Lessor** from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of such Alterations. The **Lessor**, as a condition of approving any Alterations, may require the **Lessee** to remove any alterations and to restore the Premises to its original condition, ordinary wear and tear excepted.

SECTION 14 - MAINTENANCE OF PREMISES

14.A. The **Lessor** shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage thereto is caused by any act or negligence of the **Lessee**, its employees, agents, invitees or contractors, then such damage shall be repaired by the **Lessee**, at Lessee's own expense, to the reasonable satisfaction of the **Lessor**.

14.B. Except as provided in section 14.A., at all times while this Agreement remains in force, the **Lessee** shall keep and maintain in good order, condition and repair the Premises and every part thereof, including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors, windows, glass, security gates, landscaping, ramp, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises, including compliance with all applicable building codes.

SECTION 15 - TRADE FIXTURES AND EQUIPMENT

Provided the **Lessee** is not in default under this Agreement, any trade fixtures installed in the Premises, at the **Lessee**'s sole expense, shall remain the **Lessee**'s personal property and the **Lessee** shall have the right at any time during the term of this Agreement to remove such trade fixtures. Upon removal of any trade fixtures, the **Lessee** shall immediately restore the Premises to substantially the same condition as they were when received by the **Lessee**, ordinary wear and tear excepted. Any trade fixtures not removed at termination or end of this Agreement become, at **Lessor**'s sole election, the property of the **Lessor**.

SECTION 16 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The **Lessee** will use the Premises and conduct or allow any activities upon the Premises only in compliance with all applicable laws and governmental regulations, together with those regulations generally applicable to Airport tenants, as adopted from time to time by the Aviation Authority and the County after due public notice and hearing.

SECTION 17 - AIRPORT MATTERS

This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations, and orders of the Federal Aviation Administration, including but not limited to Compliance Order 5190.6A, as amended from time to time, pertaining to the operation of surplus airport property (which includes the Airport herein).

SECTION 18 - EXCLUSIVE RIGHTS

Notwithstanding any other provision of this Agreement, the rights granted under this Lease are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) or licensee(s) in other portion(s) of the Airport property.

SECTION 19 - NON-DISCRIMINATION

The **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

SECTION 20 - STANDARD PROTECTION CLAUSES

20.A. The **Lessor** reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Brooksville-Tampa Bay Regional Airport.

20.B. The **Lessee** and its successors and assigns, shall restrict the height of structures, objects of natural growth and other obstructions on the herein described Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

20.C. The **Lessee** and its successors and assigns, shall prevent any use of the herein described Premises that would interfere with or adversely affect the operation or maintenance of the Airport or the air traffic thereover or otherwise constitute an airport hazard.

SECTION 21 - COVENANTS

21.A. As a part of the consideration for this Agreement, the **Lessee** covenants and agrees:

21.A.1. To further pay or discharge all taxes, assessments, penalties, charges, rates, or liens of any nature whatsoever which may for the period following the Effective Date be levied, assessed, charged, imposed, or claimed on or against said Premises or any improvements or fixtures thereon or appurtenances thereto, or any part thereof, or against the Lessor or Lessors of said Premises, by reason of said ownership, by whatsoever authority levied, assessed, charged, imposed, claimed, and whether the same be on or against the Premises' real property or Improvements, or any part thereof, or on or against the income from said Premises, it being the intention of the parties to this Agreement that the rents herein reserved shall constitute a net income to the **Lessor** from said Premises, equal in amount to said rents described in section 4 above.

21.A.2. That if the building is destroyed or rendered untenable by fire or other unavoidable accident through no fault of the **Lessee**, the **Lessor** shall make appropriate repairs or replacement within no later than twelve (12) months or such period which is commercially reasonable and practicable under the circumstances.

21.A.3. That in the event the **Lessee**, without the prior written consent of the **Lessor**, shall sell, assign or in any manner encumber or pledge this Agreement, or if the **Lessee** shall fail to comply with any statute, ordinance, rule, order, regulation or requirement of the Federal or State governments, or Hernando County, or any of its departments, or bureaus applicable to said Premises, the **Lessor** may, if it elects, at any time thereafter, terminate this Agreement or any of the terms thereof, on giving the **Lessee** fifteen (15) days notice thereof in writing of its intention to do so, and upon giving such notice the Agreement or those terms thereof shall terminate, expire and come to an end on the fifteenth day from Lessee's receipt of the said notice. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** right to terminate this Agreement shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

21.A.4. That if at any time prior to the date fixed as the commencement of the term of this Agreement or if at any time during the term hereby demised there shall be filed by or against **Lessee** in any court pursuant to any law either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of **Lessee's** property, or if **Lessee** makes an assignment for the benefit of creditors, this Agreement, at the option of the **Lessor**, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither **Lessee** nor any person claiming through or under **Lessee** by virtue of any statute or of order of any court shall be entitled to possession or to remain in possession of the Premises demised but shall forthwith quit and surrender the Premises. **Lessor**, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere in this Agreement contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit of monies received by it from **Lessee** or others on behalf of **Lessee**.

21.B. As a part of the consideration for this Agreement, the **Lessor**, upon its part, hereby covenants and agrees as follows:

21.B.1. That the **Lessee** may quietly hold and enjoy the Premises hereby leased without any interruption by the **Lessor**, or any persons claiming through or under it, provided that on the breach of any of the covenants by the **Lessee** herein contained, the **Lessor** may thereupon re-enter said Premises and immediately this Agreement shall be terminated.

21.B.2. That the **Lessor** is unaware of any particular circumstances or information affecting or bearing upon the environmental condition of the Premises, but **Lessor** affirms that, to the best of its knowledge, the condition of the property is suitable for the uses permitted herein and that **Lessor** has not disposed of any hazardous materials on the Premises.

21.B.3. Lessor agrees that it will not seek payment or contribution from **Lessee** for any claims or costs of any environmental related clean-up or environmental remediation with respect to the Premises where such claims or costs are the sole result of activities on the Premises prior to the commencement of this Agreement; or where such claims or cost were not caused, influenced, or contributed to by **Lessee**, its employees, agents, contractors, or persons acting under the direction or control of **Lessee**, and such claims or costs are not in any way related to or stems from any of the activities described under this Agreement.

21.B.4. Nothing in the foregoing waives or limits the **Lessor's** sovereign immunity or any of its rights as a sovereign local government and **Lessor** expressly reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 - DAMAGE TO PREMISES

22.A. If the Premises is damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except

for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months of this Agreement, then the **Lessor** shall have the option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within sixty (60) days after the date of the casualty; or (b) cause such damage to be repaired or restored without unreasonable delay.

22.B. If the Premises is damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without unreasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Premises.

22.C. The **Lessee**, at the **Lessee**'s sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

SECTION 23 - SURRENDER OF PREMISES

Upon the Expiration Date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises to the **Lessor** in the same condition as when received, ordinary wear and tear excepted, together with all keys and combinations to all locks and all improvements, alterations, additions and equipment at any time made or installed in, upon or to the Premises (except personal property and trade fixtures installed at the **Lessee**'s expense), all of which shall thereupon automatically become the property of the **Lessor** without any subsequent claim by the **Lessee**. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee's** personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessor** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 24 - HOLDING OVER

If the **Lessee** remains in possession of the Premises, or any part thereof, after expiration or any termination of this Agreement, then the **Lessee** shall be deemed only a tenant-at-will and shall be subject to immediate eviction and removal, without limiting any other remedies the **Lessor** may have. The **Lessor** may, in addition to any other rights which it may have hereunder or at law or in equity, elect in its sole option and discretion to treat any such holding over as the creation of a month-to-month tenancy subject to all of the terms and conditions set forth in this Agreement, except that the Monthly Rent shall be doubled.

SECTION 25 - EVENTS OF DEFAULT AND REMEDIES

25.A. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: (1) the **Lessee** fails to pay when due any rent (including Monthly Rent, Annual Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from the **Lessor**; (3) the **Lessee** transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) the **Lessee** abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act.

25.B. Upon the occurrence of any of the above events of default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) the **Lessor** may at once or any time thereafter either declare this Agreement terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or (4) attempt to relet the Premises on such terms as the **Lessor** shall determine. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Monthly Rent, Annual Rent and Additional Rent payable by the **Lessee** hereunder. The foregoing remedies shall be available to **Lessor** only after giving the **Lessee** fifteen (15) days' notice thereof in writing of its intention. However, if **Lessee** cures the default within fifteen (15) days of receipt of the notice mentioned above, then **Lessor's** foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon Lessee's exercise of reasonable diligence, Lessee shall have such longer time as is reasonably necessary to cure said default provided that Lessee commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

25.C. The **Lessee** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the **Lessee** being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of a default or violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

25.D. Any obligation imposed by law upon the **Lessor** to relet the Premises shall be subject to the permitted uses provided in this Agreement, and the **Lessor** may relet the Premises on such terms and conditions as the **Lessor** may deem advisable. The failure of the **Lessor** to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect the **Lessee**'s liability for damages under this Agreement.

25.E. Unless otherwise specified in this Agreement, no remedy of the **Lessor** or the **Lessee** shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by the **Lessor** or the **Lessee** from time to time as often as the need may arise. No course of dealing between the **Lessor** and the **Lessee** or any delay or omission of the **Lessor** or the **Lessee** in exercising any right arising from the other party's default or violation shall impair such right or be construed to be a waiver of a default or violation.

SECTION 26 - VENUE; GOVERNING LAW; ATTORNEYS' FEES

Any dispute, claim, action, or appeal arising under this Agreement shall be brought in civil court in Hernando County, Florida. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessor** and the **Lessee**, and any uncertainty or ambiguity existing herein shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto agrees to bear their own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out of our related to this Agreement.

SECTION 27 - FORCE MAJEURE

In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, riots, war, acts of God, or any other reason beyond the reasonable control of the party delayed, hindered or prevented from performing the act, then the performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 28 - NOTICES

All notices, consents, waivers, demands, requests or other instruments required or permitted by this Agreement shall be deemed to have been sufficiently served if the same shall

be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and addressed to the other party hereto at the address shown on page 1 hereof. Any such notice shall be deemed received on the third business day from the date it is sent, or on the date of receipt indicated on the certified mail or registered mail receipt, whichever is earlier.

SECTION 29 - ASSIGNMENT AND SUBLETTING

The **Lessee** may not assign, transfer, sublet, mortgage, pledge or encumber this Agreement or the Premises, in whole or in part without prior written permission of the **Lessor**. This does not exclude 3rd party service agreements pertaining to all lawful business conducted by **Lessee** as approved is section 5.A above.

SECTION 30 - SUCCESSORS

This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

SECTION 31 - ENTIRE AGREEMENT

This Agreement and the exhibits hereto set forth the entire understanding between the **Lessor** and the **Lessee** concerning the subject matter of this Agreement and incorporate all prior negotiations and understandings, either oral or written. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and executed and delivered by both the **Lessor** and the **Lessee**.

SECTION 32 - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

SECTION 33 - RECORDING OF LEASE AGREEMENT

This Agreement shall be recorded at the **Lessee's** expense.

SECTION 34 - DESIGNATION OF LESSOR AGENT

The **Lessor** designates and the **Lessee** acknowledges that the Manager of the Airport shall do and perform on behalf of the **Lessor** all acts requiring the discretion of its agent hereunder, including at all reasonable times, the right to enter upon the Premises for the inspection of same.

SECTION 35 - ACCESS TO PREMISES

The **Lessor** and its authorized representatives and agents shall have the right to enter the Premises during all regular business hours, and in emergencies at all times, for the purpose of making repairs, installing utilities, providing services to the Premises, or making inspections or showing the same to prospective purchasers, lessors, or lenders.

SECTION 36 - QUIET ENJOYMENT

The **Lessee**, so long as **Lessee** does not default in the performance of, or violate, any of the terms of this Agreement, shall peaceably and quietly hold, occupy and enjoy the Premises, during the term hereof without any hindrance by the **Lessor**.

SECTION 37 - EXECUTION IN COUNTERPARTS

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers.

ATTEST:

Christine Schmidt

PEM-AIR TURBINE ENGINE SERVICES LLC (LESSEE)

By: _____ Sep-25-2025

Virgil Pizer, Manager Date

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of September, 2025, by Virgil Pizer, as Manager of Pem-Air Turbine Engine Services LLC, who is personally known to me or who has produced ID as identification.

_____
(Signature of person taking acknowledgment)

Madison Brannon
(Name typed, printed or stamped)

Notary Public State of Florida
Madison Brannon
My Commission HH 441258
Expires 9/6/2027

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

_____
Douglas A. Chorvat, Jr.
CLERK OF CIRCUIT COURT

By:_____
Brian Hawkins, Chairman Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Jouben
County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, by Brian Hawkins, as Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

Anti-Human Trafficking Affidavit

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

1. My name is Virgil Pizer and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Pem-Air Turbine Engine Services LLC, 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 *coercion* for *labor* or *services*, 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.

Under penalties of perjury, I, Virgil Pizer, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Pem-Air Turbine Engine Services, LLC
Name of Nongovernmental Entity

Virgil D. Pizer
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

Sep-25-2025
Date

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Airport
Prepared By: Christine Schmidt
Initiator: Valerie Pianta
DOC ID: 16435
Legal Request Number: 25-270-2
Bid/Contract Number:

TITLE
Second Amendment to Aviation Ground Lease Agreement With Wolfswood Holdings, LLC, for Improvements Located at 15741 Technology Drive at Brooksville-Tampa Bay Regional Airport

BRIEF OVERVIEW
On August 19, 2021, the Board approved a long-term lease agreement with Wolfswood Holdings, LLC for the Pem-Air facility located at 15741 Technology Drive, located at the Brooksville-Tampa Bay Regional Airport. Subsequently, on March 28, 2023, the Board approved a First Amendment to the Lease Agreement.

Wolfswood Holdings, LLC remains a tenant in good standing and is now requesting a Second Amendment to the Lease Agreement with the following changes:

- **Expansion of Lease Area:**
  Add 320,166 square feet to the current leasehold, increasing the total leased area to 723,967 square feet.

- **Right of First Refusal:**
  Grant a right of first refusal for five (5) years to lease an additional 17.6 acres located directly east of the current lease site, as depicted in Exhibit 2.

All other terms and conditions of the existing Lease Agreement, including the First Amendment, will remain unchanged.

FINANCIAL IMPACT
Additional revenue will be recognized, as summarized below:

Fund: 4311 - Airport/Industrial Park, **Department: 07411** - Airport Operations, **Account: 3620051** - Lease-Aviation in a minimum annual amount of **$80,041.50**.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the Second Amendment to the Aviation Ground Lease Agreement between Hernando County and Wolfswood Holdings, LLC.

REVIEW PROCESS

Gina Grimmer	Approved	09/25/2025	2:40 PM
Valerie Pianta	Approved	09/26/2025	2:37 PM
Amelia Gebala	Escalated	09/30/2025	5:18 PM

Albert Bertram	Delegated	10/01/2025 9:07 AM
Amelia Gebala	Approved	10/01/2025 1:18 PM
Albert Bertram	Approved	10/01/2025 2:52 PM
Erin Dohren	Approved	10/03/2025 8:43 AM
Pamela Hare	Approved	10/07/2025 11:03 AM
Jon Jouben	Approved	10/08/2025 12:52 PM
Heidi Prouse	Approved	10/08/2025 1:38 PM
Toni Brady	Approved	10/09/2025 8:44 AM
Jeffrey Rogers	Approved	10/09/2025 10:41 AM
Colleen Conko	Approved	10/10/2025 2:38 PM

INSTR #2021087541 BK: 4087 PG: 1315 Page 1 of 28
FILED & RECORDED 11/18/2021 9:47 AM CVW Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $239.50

AVIATION GROUND LEASE AGREEMENT

THIS IS A GROUND LEASE AGREEMENT dated as of the 19th day of August, 2021 (the "Agreement") by and between HERNANDO COUNTY, a subdivision of the State of Florida existing under the laws of the State of Florida, whose address is 15740 Flight Path Drive, Brooksville, FL 34604 (hereinafter referred to as the "Lessor" or the "County") and Wolfswood Holdings, LLC, a Florida Limited Liability Corporation, whose address is 16300 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the "Lessee"), individually and collectively referred to as the "Party" or "Parties".

WITNESSETH

WHEREAS, the Brooksville – Tampa Bay Regional Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Part II, Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: ***Lessee's Representative*** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Virgil D. Pizer. ***Lessor's Representative*** - the Airport Manager or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address **TBD** Telcom Drive, Brooksville, FL 34604, containing approximately 403,801 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee,** and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. **Lessee**, at **Lessee's** sole expense, will construct a Premises containing no less than 50,000 square feet of interior floor space together with certain improvements (hereinafter collectively referred to as the "Premises"). The Premises will be built in accordance with the building plans as approved by the **Lessor** and in accordance with all applicable building codes and standards and subject to all permitting requirements in effect at the time such permit(s) are pulled.

2.C. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.D. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.E. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the land by the **Lessee** shall be conclusive evidence against the **Lessee** that the land was in good and satisfactory condition when possession was so taken.

2.F. Grant of Option Parcel. The **Lessor**, in consideration of the execution of this lease by **Lessor** and **Lessee** hereby grants to the **Lessee**, at his option, for and during the period of five (5) years from the date hereof, the exclusive right to lease an additional 4.0 acres to the north of the lease site as shown on "Exhibit 2", subject to existing utility easements. **Lessee** shall have the right to renew this option for successive annual periods at the cost outlined in the Airport property policy at the time of renewal. During the term of this option if another party desires to execute a lease for this 4.0 acre tract, the **Lessee** will have

the option to add the property to this agreement at the prevailing rate within forty-five days thereof, or this option will terminate.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following non-exclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

- **Lessee** shall use the land for storage, repair, maintenance and operation of aircraft, engines, and miscellaneous aircraft components.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of aviation use envisioned by the Hernando County Board of County Commissioners, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Manager or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon approval and execution by the **Lessee** and the **Lessor**.

4.B. Term. The lease term for this Agreement shall commence on the 31 day of August 2021 and shall end on the anniversary date thirty (30) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional ten (10) year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement, Airport Rules & Regulations and Minimum Standards and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Premises Rent and adjustment of required insurance coverage as provided for in **Section 16.C** herein. At the request of the **Lessee** the term of this lease may, subject to the regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions. The parties further acknowledge that any subsequent renewal of this Agreement will be subject to all then current rules, regulations, and restrictions affecting the Brooksville-Tampa Bay Regional Airport.

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Land and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee**'s business on the Facility. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee**'s working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in

Section 6.A.2 herein. Land Rent shall be calculated as twelve percent (12.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 403,801 square feet.

During the first five years of this Agreement, annual Premises Rent shall be as follows:

- **$0.17** per square foot.

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be the current lease amount or adjusted to equal twelve percent (12.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current Fair Market Value"); whichever is greater. The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third

Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five-year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (1%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.A.5 The acceptance by the **Lessor** of any payment from the **Lessee** in an amount less than that which is due shall in no way affect the **Lessor's** rights under this Agreement and shall in no way constitute an accord and satisfaction, waiver or estoppel upon the **Lessor**.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars ($500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid. The Lessor reserves the right to adjust this fee annually.

6.C. Lease payments shall be forgiven until the issuance of a Certificate of Occupancy for the construction or until December 1, 2022, whichever occurs first.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto **Valley National Bank,** a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold

Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. Lessor's maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof , including, without limitation: the interior walls; floors and ceilings; the exterior and interior portions of all doors windows, glass, security gates, landscaping, utility facilities, plumbing and sewage facilities within the Premises or under the floor slab, fixtures, heating, air-conditioning including exterior mechanical equipment, and interior and exterior electrical equipment serving the Premises in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Manager prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee**'s maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee**'s obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1)** Building Exterior. Buildings' exteriors shall be inspected annually. Mildew, staining, dirt, cobwebs, etc., shall be cleaned as needed. **(2)** Landscaping. The landscaping shall be maintained in a manor consistent with good horticultural practices, and free of unsightly conditions. **(3)** Electrical Service and HVAC. Area shall be kept free of debris and foreign objects at all times. **(4)** Parking Lots. Shall be cleaned, swept, removed of oil and debris, repaired and striped, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The HVACs system shall cool and heat properly; **(2)** The exterior paint shall be free of unsightly conditions; and **(3)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee**'s maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to commence correcting the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee**'s maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor**'s notice of delinquency shall be deemed a condition of default. The

Lessor retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Premises to repair any utilities thereon that serve any areas, including the **Lessee**'s Facility. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee**'s operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. Except for improvements or alterations made to the Premises in furtherance of the business purposes set forth in Section 3.A of this Agreement, **Lessee** shall make no improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee**'s plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor**'s failure to either approve or disapprove the **Lessee**'s plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee**'s plans and specifications.

10.B. Conditions. If the **Lessee**'s request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee** agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 10 - SURRENDER OF PREMISES

10. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Premises together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee**'s expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the

Lessee fails to remove any personal property or trade fixtures, said property shall, at **Lessor's** sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee's** personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 11 - EVENTS OF DEFAULT AND REMEDIES

11.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor's** written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's** estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

11.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: **(1)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; **(2)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee's** behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; **(3)** the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor**

relets the Facility, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor's** expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Facility, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

11.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 11.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 11.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor's** acceptance of payments or other moneys following any event of default hereunder shall not be construed as the **Lessor's** waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

11.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**; or (3)

Lessor's breach of this Agreement if it fails to cure said breach after receiving thirty (30) notice from Lessor.

11.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 12 - NO LIENS

12. **Lessee** shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee**'s possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee**'s act or omission. **Lessee**'s Personal Property is not subject to this provision.

ARTICLE 13 - TAXES AND FEES

13. **Lessee** shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Facility, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee**'s occupancy or use of the Facility, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement. It is the intention of the parties to this Agreement that the rents herein reserved shall constitute a net income to the **Lessor** from said Premises herein leased, equal to the said rents.

ARTICLE 14 - INDEMNIFICATION

14.A. **Lessee** agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the **Lessor**'s gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 17.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee**'s performance under this Agreement, the **Lessee**'s use or occupancy of the Premises, the **Lessee**'s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the

broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

14.B. **Lessor** agrees to protect, defend, reimburse, indemnify and hold the **Lessee**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the **Lessor**'s gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 17.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessor**'s performance under this Agreement, the **Lessor**'s use or occupancy of the Premises, the **Lessor**'s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessor** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the **Lessee** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement.

14. C. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 15 - INSURANCE

15.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

15.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

15.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

15.B.2. Liability. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Company under this Agreement shall be the

amounts specified herein. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of the County Premises by, or on behalf of, the Company in connection with this Agreement. Hernando County Board of County Commissioners shall be listed as an additional insured on all policies under this provision.

	Contract Specific
Airport Premises/Operations Liability (Combined Single Limit per Occurrence/Aggregate)	$2,000,000
Contractual Liability (Combined Single Limit Per Occurrence/Aggregate Limit)	$2,000,000
Personal and Advertising Liability (Combined Single Limit per Occurrence/Aggregate Limit)	$2,000,000
Products/Completed Operations Liability (Combined Single Limit Each Occurrence and Annual Aggregate Limit)	$2,000,000
Hangar Keepers Legal Liability (Each Aircraft/Each Occurrence)	$2,000,000
Fire Damage (Any one Occurrence)	$ 500,000
Premises Medical Payments	
Each Person	$ 5,000
Each Occurrence	$ 50,000

15.B.3 Auto Liability. Coverage shall be provided for all tagged vehicles. The minimum limits of insurance (Inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be:

Legal Liability (Combined Single Limit)	$1,000,000
Uninsured Motorists (Combined Single Limit)	$1,000,000
Non-Owned Auto Liability (Combined Single Limit)	$1,000,000
Hired Auto Liability (Combined Single Limit)	$1,000,000

15.B.4 Environmental Impairment Liability. This coverage shall cover the Company for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with, the use or occupancy of the County Premises in connection with this

Agreement. If this policy is on a claims-made basis, the insurance must respond to claims reported within three years after the termination of this Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Third Party & First Party (Clean Up)	
Each Claim	$1,000,000
Total For All Claims	$2,000,000

15.B.5. Aviation Liability Insurance. This insurance shall cover the Company for liability, including liability to passengers or resulting from the ownership, operation, maintenance or use of any aircraft on. Or in connection with any part of the Facility. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence – Combined Single Limit	$2,000,000

15.B.6. Excess/Umbrella Liability. Excess/Umbrella Liability coverage with a minimum limits of $1,000,000.

15.B.7. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

15.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

15.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 15.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 16 - DAMAGE OR DESTRUCTION OF PREMISES

16.A. If the Premises shall be damaged to the extent of less than twenty-five percent (25%) of the cost of replacement value, by fire or other casualty during the term of this Agreement, except for the last six (6) months of this Agreement, then the **Lessor** shall cause such damage to be repaired or restored without unreasonable delay. If the damage to the Premises occurs during the last six (6) months

of this Agreement, then the **Lessor** shall have the option to: (a) terminate this Agreement by giving written notice of termination to the **Lessee** within (60) days after the date of the casualty; or, (b) cause such damage to be repaired or restored without reasonable delay.

16.B. If the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, by fire or other casualty, then the **Lessor** may compel repair of such damage and restoration of improvements without reasonable delay. The **Lessee** shall give the **Lessor** immediate written notice of any fire or other casualty on the Facility.

16.C. The **Lessee**, at the **Lessee's** sole expense, may obtain rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder.

ARTICLE 17 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

17.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

17.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

17.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

17.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

17.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Facility; or,

17.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

17.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

17.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

17.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee**'s operations on the Facility, the following:

17.B.1. Lessee is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee**'s operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

17.B.2. Lessee agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee**'s operations. **Lessee** agrees to hold harmless and indemnify the **Lessor** for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee**'s violation or non-compliance.

17.B.3. Lessee agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

17.B.4. Lessee agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

17.B.5. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 17.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee**'s agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

17.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

17.C. General Conditions: Stormwater.

17.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

17.C.2. Lessee acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

17.C.3. Lessor will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Facility, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

17.D. General Conditions: Solid and Hazardous Waste.

17.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

17.D.2. Lessee agrees to provide the **Lessor**, within ten (10) days after the **Lessor**'s request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and material safety data sheets prepared or issued in connection with the **Lessee**'s use of the Premises.

17.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

17.F. Environmental Inspection at End of Agreement Term.

17.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 17**.

17.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Facility, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

17.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

17.G. Lessor Contamination. Nothing in this **Article 17** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

17.H. Site Contamination. Nothing in this **Article 17** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee**'s activities at or upon the Premises or under this Agreement.

ARTICLE 18 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

18.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations, minimum standards, and operating directives as are now or may hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

18.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 19 - GOVERNMENTAL INCLUSIONS

19.A This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6B, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein. This Agreement expressly incorporates by this reference all of the above-referenced documents, as they may be amended from time to time.

19.B. This Agreement expressly incorporates by reference the terms of the Hernando County Property Management Ordinance, Hernando County Code § 2-136, *et seq.*, Hernando County Code § 3-16, *et seq.*, and the "Airport Minimum Operating Standards", as they may be amended from time to time.

ARTICLE 20 - NON-EXCLUSIVE

20. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement are non-exclusive and the **Lessor** herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) on other portions of Airport property not including the Land or Premises. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 21 - RIGHT TO DEVELOP AIRPORT

21. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 22 - RIGHT OF FLIGHT

22.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Facility, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

22.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 23 - RIGHT OF ENTRY

23. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring the **Lessee**'s compliance with the terms of this Agreement. **Lessor** shall provide **Lessee** with at least 48-hour written notice of its intent to enter the Premises.

ARTICLE 24 - PROPERTY RIGHTS RESERVED

24. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises

are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 25 - SUBORDINATION OF TRUST AGREEMENT

25. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 26 - NONDISCRIMINATION / AFFIRMATIVE ACTION

26. **Lessee** for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the **Lessee** shall maintain and operate such facilities and services so as to fully comply with all requirements imposed pursuant to 49 CFR Part 21 (Non-Discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended or renumbered.

ARTICLE 27 - SIGNS

27. **Lessee** may, at the **Lessee**'s sole expense, erect such exterior signs concerning the **Lessee**'s business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of said signs,. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee**'s sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee**'s sole expense, any damage caused thereby.

ARTICLE 28 - ENJOYMENT

28. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and all covenants, easements and other encumbrances affecting the Facility as of the Effective Date.

ARTICLE 29 - ASSIGNMENT AND SUBLETTING

29. **Lessee** may not voluntarily assign this Agreement or sublease the Facility, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee , for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. The Company may, without prior consent, sub-lease space for aircraft storage without prior approval. Any sub-lease for the purpose of allowing an independent business to be operated from the Premises must be approved in writing by the Lessor. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity, insurance and business experience of the proposed assignee or sub-lessee.

ARTICLE 30 - WAIVER OF CLAIM

30. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 31 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES; JURY TRIAL WAIVER

31. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement. Any dispute to this Agreement shall be litigated in civil court in Hernando County, Florida. The parties waive their right to a jury trial on any litigation arising out of this Agreement.

ARTICLE 32 - NOTICES AND COMMUNICATIONS

32. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Manager, 15800 Flight Path Drive, Brooksville, FL 34604; ***and copy to***: County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Mr. Virgil D. Pizer, 16479 Runway Drive, Brooksville, Florida 34604; ***and copy to***: Goldstein & Company, c/o Jason Goldstein, Esq., 1805 Ponce de Leon Boulevard, Suite 400, Coral Gables, Florida 33134; jgoldstein@gattorneys.com

If the Notice is sent through the U.S. Mail or private delivery company (*e.g.* FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 33 - AGENT FOR SERVICE OF PROCESS

33. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representative in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 34 - COMPLETE AGREEMENT; AMENDMENTS; SUPERSEDES

34. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 19** herein.

ARTICLE 35 - SEVERABILITY

35. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 36 - BINDING EFFECT

36. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 37 - RECORDING OF LEASE AGREEMENT

37. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 38 - BROKERS

38. **Lessor** shall not be liable for any brokerage fees or commissions except pursuant to a brokerage fee agreement duly signed by the **Lessor**, or the Airport Manager as designee, prior to the

Effective Date of this Agreement and which agreement shall name or refer to the **Lessee** herein, shall state the brokerage fee or commission and time of payment of such fee or commission, and shall name the broker(s) entitled to such fee or commission (the "Brokerage Agreement"). The Brokerage Agreement shall be attached as an Exhibit hereto. Other than the broker(s) named in the Brokerage Agreement, the parties represent that there are no other brokers involved regarding the negotiation or consummation of this Agreement or of the leased fee herein.

ARTICLE 39 - MISCELLANEOUS

39.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

39.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

ATTEST:

Valerie M Pianta

WOLFSWOOD HOLDINGS, LLC (LESSEE)

By: _____ Aug-24-2021

Virgil D. Pizer, Manager **Date**

BOARD OF COUNTY COMMISSIONERS

ATTEST:

Susan Burns, Deputy Clerk

for Doug Chorvat, JR.
CLERK OF CIRCUIT COURT

HERNANDO COUNTY, FLORIDA (LESSOR)

By: _____ Nov-16, 2021

Steve Champion, Chairman **Date**

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Deputy County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2021, by Virgil D. Pizer, as Manager of Wolfswood Holdings, LLC,
who ☒ is personally known to me OR ☐ has produced _____, as identification.

CHRISTINE ANN SCHMIDT
Notary Public - State of Florida
Commission # GG 245679
My Comm. Expires Aug 6, 2022
Bonded through National Notary Assn.

Notary Public (Signature of Notary)
Christine Ann Schmidt
Name legibly printed, typewritten or stamped

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th day of November, 2021, by Steve Champion, as Chairman of the Hernando County Board of County Commissioners, who ☑ is personally known to me OR ☐ has produced _____, as identification.

MARY E. SPENCER
Notary Public - State of Florida
Commission # GG 281964
My Comm. Expires Mar 31, 2023
Bonded through National Notary Assn.

Mary E. Spencer
Notary Public (Signature of Notary)
Mary E. Spencer
Name legibly printed, typewritten or stamped

TAXI - LANE
UNIMPROVED PARCEL
404,834.75 SQ. FT. ±
9.29 ACRES ±
TECHNOLOGY DRIVE
TELCOM DRIVE

EXHIBIT 1

(OPTIONAL PARCEL)
UNIMPROVED PARCEL
174,150.12 SQ. FT. ±
4.00 ACRES±
TAXI - LANE
TECHNOLOGY DRIVE
TELCOM DRIVE

EXHIBIT 2

INSTR #2023017360 BK: 4280 PG: 285 Page 1 of 6
FILED & RECORDED 3/29/2023 11:30 AM KGG Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $52.50

AMENDMENT TO GROUND LEASE AGREEMENT

This **Amendment to Ground Lease Agreement** (the "Amendment") is made by **HERNANDO COUNTY, a subdivision of the State of Florida existing under the laws of the State of Florida**, with a principal place of business of 15740 Flight Path Drive, Brooksville, Florida 34604 (the "Lessor" or the "County") and **WOLFSWOOD HOLDINGS, LLC, a Florida limited liability company** with a principal place of business of 16300 Flight Path Drive, Brooksville, Florida 34604 (the "Lessee").

WHEREAS, Lessee entered into a Ground Lease Agreement with Lessor dated August 19, 2021 and recorded on November 18, 2021 in Official Records Book 4087 at Page 1315 in the Public Records of Hernando County, Florida (the "Ground Lease");

WHEREAS, while the parties desire to preserve the transaction reflected in the Ground Lease certain modifications are required in furtherance of the purpose of the Ground Lease.

NOW THEREFORE, Lessor and Lessee hereby amend the Ground Lease as follows:

1. All references to Lessee shall be Wolfswood Holdings, LLC, a Florida limited liability company.

2. Paragraph 2.A. is hereby deleted in its entirety and is amended and restated as follows:

"2.A. **Lessor** leases the real property with a street address 15741 Technology Drive, Brooksville, Florida 34604, containing approximately 403,801 gross square feet, more or less, and legally described below and depicted on Exhibit "1" attached hereto and made a part hereof (the "Land") to the **Lessee**, and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

Legal Description:
A parcel of land lying within Section 24, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of Lot 30, CORPORATE AIRPARK PHASE TWO, as per the map or plat thereof recorded in Plat Book 32, Page 40 of the Public Records of Hernando County, Florida; thence S.17°03'14"E., along the Easterly boundary of said Lot 30, a distance of 256.81 feet; thence N.72°56'46"E., a distance of 100.00 feet to the Easterly right-of-way line of Corporate Boulevard as shown on said plat of CORPORATE AIRPARK PHASE TWO; thence S.17°02'47"E., along said Easterly right-of-way line, a distance of 62.11 feet to a non-tangent point of curvature and the Northerly right-of-way line of Telcom Drive; thence along said right-of-way line of the Telcom Drive and Technology Drive the following four (4) courses: (1) Southeasterly 63.51 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 72°46'27", and a chord bearing and distance of S.53°26'28"E., 59.32 feet; (2) S.89°49'41"E., a distance of 697.23 feet to a point of curvature; (3) Northeasterly 93.57 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 107°13'32", and a chord bearing and distance of N.36°33'33"E., 80.50 feet; (4) N.17°03'14"W., a distance of 269.34 feet; thence N.72°56'46"E., a distance of 60.00 feet to the Easterly right-of-way line of Technology Drive for a POINT OF BEGINNING; thence continue N.72°56'46"E., a distance of 792.37 feet; thence S.37°42'11"E., a distance of 453.29 feet to the aforementioned right-of-way line of Telcom Drive; thence along said right-of-way line of Telcom Drive the following three (3) courses: (1) S.52°17'49"W., a distance of 191.67 feet to a point of curvature; (2)

Westerly 310.69 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet, a central angle of 37°52'30", and a chord bearing and distance of S.71°14'04"W., 305.06 feet; (3) N.89°49'41"W., a distance of 453.07 feet to the aforementioned right-of-way line of Technology Drive; thence along said right-of-way line of Technology Drive the following two (2) courses: (1) Northwesterly 63.51 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 72°46'28", and a chord bearing and distance of N.53°26'27"W., 59.32 feet; (2) N.17°03'14"W., a distance of 318.95 feet to the POINT OF BEGINNING.
Containing 9.297 acres, more or less.

Lessee shall also have a right to a Non-Exclusive Perpetual Access Easement to Technology Drive and Telcom Drive as depicted on Exhibit "1". The Easement granted herein shall run with the land and be binding upon **Lessor**, its successors, and assigns forever. **Lessor** hereby covenants, warrants, and represents that it is lawfully seized of said property in fee simple; that the property is free and clear of all encumbrances; that **Lessor** has good right and lawful authority to convey this Easement; and **Lessor** fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all persons whomsoever. Regardless of the foregoing, the parties hereto, however, recognize that this Easement is non-exclusive."

3. Exhibit "1" is hereby deleted in its entirety and is replaced by Exhibit "1" to this Amendment.

4. Except for the specific provisions amended herein, all of the original terms, conditions and provisions of the Ground Lease shall remain in full force and effect. Terms not otherwise defined herein shall have the same meaning as set forth in the Ground Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by their respective duly authorized agents, this 28th day of March, 2023.

WOLFSWOOD HOLDINGS, LLC (LESSEE)

By: _____
Virgil D. Pizer, Manager
Date: MAR-20-2023

STATE OF FLORIDA

COUNTY OF HERNANDO

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Virgil D. Pizer, as Manager of **WOLFSWOOD HOLDINGS, LLC, a Florida limited liability company**, who is personally known by me or who has produced as identification _____, and who executed the foregoing instrument and he acknowledges before me that he executed the same, and who has taken an oath. The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization.

Witness my hand and official seal in the County and State last aforesaid this 20 day of March, 2023.

_____
Notary Public

My commission expires:

CHRISTINE ANN SCHMIDT
Notary Public - State of Florida
Commission # HH 329056
My Comm. Expires Nov 3, 2026
Bonded through National Notary Assn.

HERNANDO COUNTY, FLORIDA (LESSOR)

By: _____
John Allocco, Chairman
Date: March 28, 2023

STATE OF FLORIDA

COUNTY OF HERNANDO

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John Allocco, as Chairman of **HERNANDO COUNTY, FLORIDA, a subdivision of the State of Florida existing under the laws of the State of Florida,** who is personally known by me or who has produced as identification _____, and who executed the foregoing instrument and he acknowledges before me that he executed the same, and who has taken an oath. The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization.

Witness my hand and official seal in the County and State last aforesaid this 28th day of March, 2023.

_____
Notary Public

My commission expires: 6/27/2026

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

EXHIBIT “1”

A PORTION OF

SECTION 24, TOWNSHIP 23 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. This survey was prepared without an abstract of title; therefore the undersigned makes no guarantees or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments have been located except those shown hereon.
5. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL-West Projection, with East boundary line of Lot 30, CORPORATE AIRPARK PHASE TWO, as per the map or plat thereof recorded in Plat Book 22, Page 40 of the Public Records of Hernando County, Florida, having a plat bearing of S17°03'14"E.
6. Bearings and distances shown hereon are field measured, unless otherwise indicated.
7. Elevations shown hereon are based upon the North American Vertical Datum of 1988, referenced to the Florida Department of Transportation Permanent Reference Network, and derived by GPS Observation.
8. The text for this is improvements indicates the direction they lie in relation to the boundary.
9. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).
10. Subject property appears to be in Flood Zone "X" and "A" according to F.I.R.M. Community Panels 12053C0035D, 12053C0030D, 12053C0040D, and 12053C0027D, dated 2/2/2012.

DESCRIPTION: (prepared per this survey)

A parcel of land lying within Section 24, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: For a POINT OF REFERENCE commence at the Northeast corner of Lot 30, CORPORATE AIRPARK PHASE TWO, as per the map or plat thereof recorded in Plat Book 22, Page 40 of the Public Records of Hernando County, Florida; thence S17°03'14"E, along the Easterly boundary of said Lot 30, a distance of 268.61 feet; thence N59°56'46"E, a distance of 100.00 feet to the Easterly right-of-way line of Corporate Boulevard as shown on said plat of CORPORATE AIRPARK PHASE TWO; thence S17°03'47"E, along said Easterly right-of-way line, a distance of 52.31 feet to a non-tangent point of curvature and the Northerly right-of-way line of Telecom Drive; thence along said right-of-way line of the Telecom Drive and Technology Drive the following four (4) courses: (1) Southeasterly 23.51 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 72°15'27", and a chord bearing and distance of S.53°36'36"E., 22.32 feet; (2) S.89°49'41"E., a distance of 667.83 feet to a point of curvature; (3) Northeasterly 95.87 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 107°12'28", and a chord bearing and distance of N.36°33'05"E., 82.50 feet; (4) N.17°03'14"E., a distance of 259.34 feet; thence S.72°56'46"E., a distance of 80.00 feet to the Easterly right-of-way line of Technology Drive for a POINT OF BEGINNING; thence continue N.72°56'46"E., a distance of 708.57 feet; thence S.37°41'11"E., a distance of 485.89 feet to the aforementioned right-of-way line of Telecom Drive; thence along said right-of-way line of Telecom Drive the following three (3) courses: (1) S.59°17'49"W., a distance of 101.67 feet to a point of curvature; (2) Westerly 315.66 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet, a central angle of 37°52'30", and a chord bearing and distance of S.71°14'04"W., 308.96 feet; (3) S.89°49'41"W., a distance of 453.07 feet to the aforementioned right-of-way line of Technology Drive; thence along said right-of-way line of Technology Drive the following two (2) courses: (1) Northwesterly 83.51 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 72°45'25", and a chord bearing and distance of N.53°28'57"W., 78.32 feet; (2) N.17°03'14"W., a distance of 218.96 feet to the POINT OF BEGINNING. Containing 9.297 acres, more or less.

BOUNDARY & TOPOGRAPHIC SURVEY

J.O. DeLotto & Sons, Inc.

Pam Air at Brooksville Airport

PROJECT NO. 2011-HAGARDORN

SEC. 24 TWP. 23 S RNG. 18 E COUNTY: Hernando County

DATE OF FIELD SURVEY: 1/11/22

1" = 300'

1 of 2

JOHNSON ASSOCIATES SURVEYING AND MAPPING

LEGEND
POINT OF BEGINNING
POINT OF REFERENCE
0.297 acres
TELCOM DRIVE
AIRPORT SERVICE ROAD
CURVE TABLE
N
S
E
W
SCALE 1" = 40'
BOUNDARY & TOPOGRAPHY
SEE SHEET 1 FOR SURVEYOR'S NOTES
DATE OF FIELD SURVEY: 1/11/22
JOHNSON ASSOCIATES
SURVEYING AND MAPPING
BOUNDARY & TOPOGRAPHIC SURVEY
J.O. DeLotto & Sons, Inc.
Proposed Warehouse Technology at Telcom
2 of 2

SECOND AMENDMENT TO
AVIATION GROUND LEASE AGREEMENT

THIS IS A SECOND AMENDMENT TO THE GROUND LEASE AGREEMENT dated as of _____, 2025 (the "Second Amendment") between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "**Lessor**") and WOLFSWOOD HOLDINGS, LLC, a Florida Limited Liability Corporation, whose address is 16300 Flight Path Drive, Brooksville, , Florida 34604 (the "**Lessee**"), and the parties state:

WHEREAS, the **Lessor** and the **Lessee** entered into that certain Aviation Land Lease Agreement **"Agreement"** dated August 19, 2021; and,

WHEREAS, the **Lessor** and the **Lessee** entered into a first Amendment to Aviation Ground Lease Agreement **"First Amendment"** dated March 28, 2023; and,

WHEREAS, the **Lessee** has duly performed under the Agreement to date and is not otherwise in breach thereunder; and,

WHEREAS, the **Lessee** desires to modify the Agreement by increasing the amount of acreage it leases from the **Lessor** and which is defined in the Agreement as the **"Land".**

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. **Article 2.A.** of the Agreement is hereby deleted in its entirety and is amended and restated as follows:

2.A. Lessor leases the real property with a street address of 15741 Technology Drive, Brooksville, FL 34604, containing approximately 403,801 square feet (described as the "Original Parcel") along with 320,166 square feet more or less, (described as "Parcel A") for a combined 723,967 square feet, more or less, and legally described in **"Exhibit 1"** attached hereto and made a part hereof (the **"Land"**) to the Lessee, and the Lessee hereby leases the Land from the Lessor pursuant to the terms and conditions in this Agreement.

2. **Article 2.F.** of the Agreement is hereby deleted in its entirety and is amended and restated as follows:

2.F. Grant of Option Parcel. The Lessor in consideration of the execution of this lease by Lessor and Lessee hereby grants to the Lessee, at his option for and during the period of five (5) years from the date hereof, the exclusive right to lease an additional 17.6 acres to the east of the lease site

as shown on "Exhibit 2", subject to existing utility easements. Lessee shall have the right to renew this option for successive annual periods at the cost outlined in the Airport property policy at the time of renewal. During the term of this option if another party desires to execute a lease for this 17.6-acre tract, the Lessee will have the option to add the property to this agreement at the prevailing rate within forty-five days thereof, or this option will terminate.

3. **Article 6.A.1.** of the Agreement is hereby amended to read (deleted text shown in strike-through; added text shown underlined):

6.A.1. Land Rent shall be calculated as twelve percent (12.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D),** or as established by the **Lessor** if no Survey is obtained by the **Lessee.** The parties agree that the gross square footage of the ~~Land~~ Original Parcel for purposes herein is 403,801 square feet and the gross square footage of Parcel A is 320,166 square feet for a combined 723,967 square feet.

During the first five years of this Agreement, annual Premises Rent for the Original Parcel shall be as follows:

- **$0.17** per square foot.

Beginning November 1, 2025, annual rent for Parcel A shall be as follows and will then be subject to Article 6.A.2. for Adjustment of Land Rent:

November 1, 2025 – April 30, 2026	$0.00 cents per square foot
May 1, 2026 – October 31, 2026	$0.25 cents per square foot
November 1, 2026 – October 31, 2027	$0.25 cents per square foot
November 1, 2027– October 31, 2028	$0.25 cents per square foot
November 1, 2028 – October 31, 2029	$0.27 cents per square foot
November 1, 2029 – October 31, 2030	$0.27 cents per square foot

The description referenced in **Exhibit "1"** to the Agreement, with the additional acreage added thereto, is attached to this Second Amendment and made a part hereof. **Exhibit "1"** amended to this Second Amendment shall supersede and control over any prior description.

Exhibit "2" is hereby deleted in its entirety and is replaced by **Exhibit "2"** to this amendment.

Other than the amendments and additions addressed above, all other terms, conditions and covenants of the Agreement shall remain in full force and effect.

4. This Second Amendment represents the entire understanding of the parties as to the subject matters herein and may only be changed by a writing duly executed by the Lessee and the Lessor.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Second Amendment is effective on the date signed by the last party hereto.

ATTEST:

Christine Schmidt
[Print Name]

WOLFSWOOD HOLDINGS, LLC **(LESSEE)**

By: _____ Sep-05-2025
Virgil Pizer, President & CEO Date

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of September, 2025, by Virgil Pizer, Manager of Wolfswood Holdings, LLC, who is personally known to me or who has produced Florida Drivers License ID as identification.

_____
(Signature of person taking acknowledgment)

Notary Public State of Florida
Madison Brannon
My Commission HH 441259
Expires 9/6/2027

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA **(LESSOR)**

_____
Douglas A. Chorvat, Jr.
CLERK OF CIRCUIT COURT

By:_____
Brian Hawkins Date
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

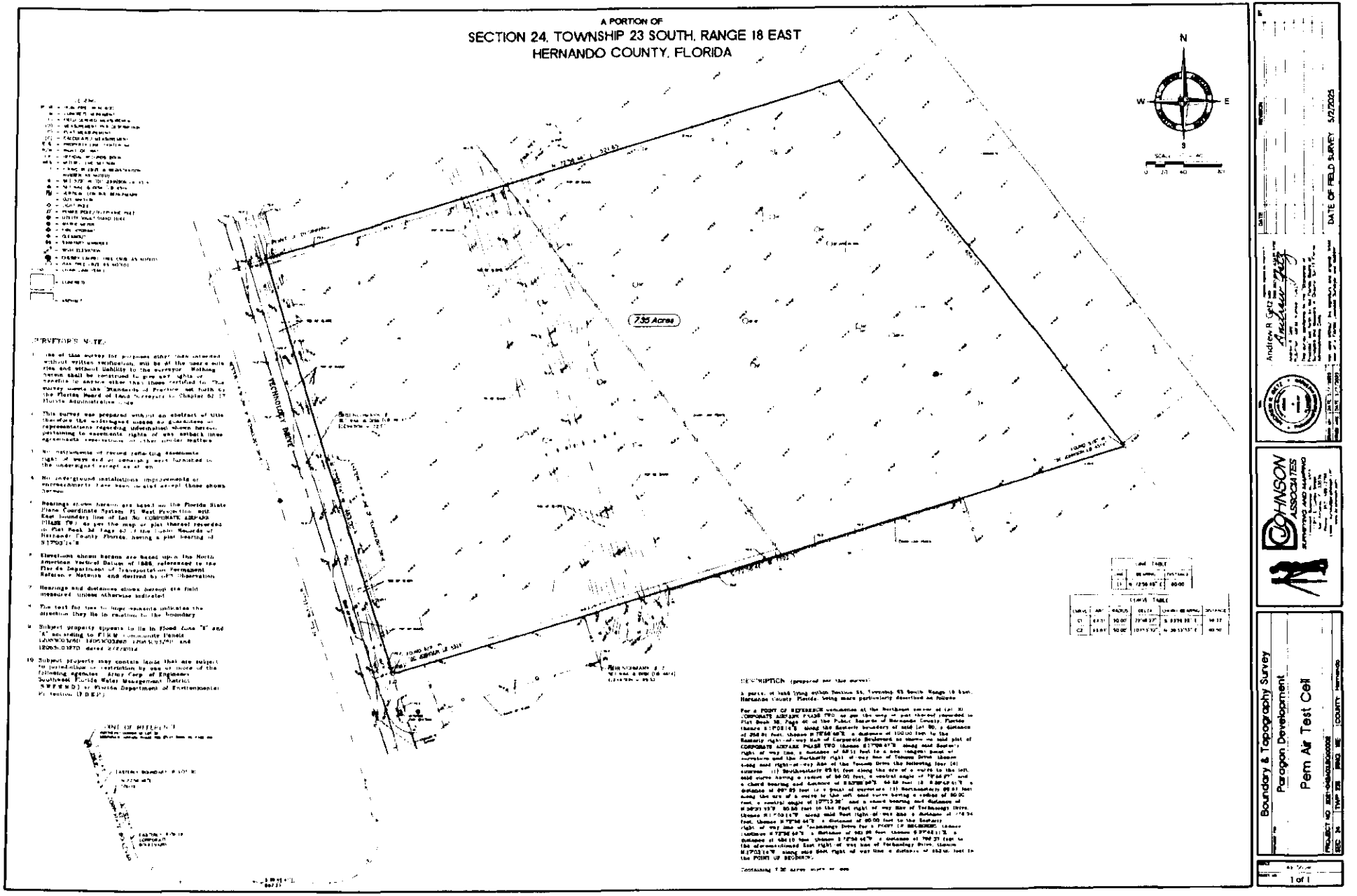
Jon Jouben
County Attorney

STATE OF FLORIDA
COUNTY OF HERNANDO

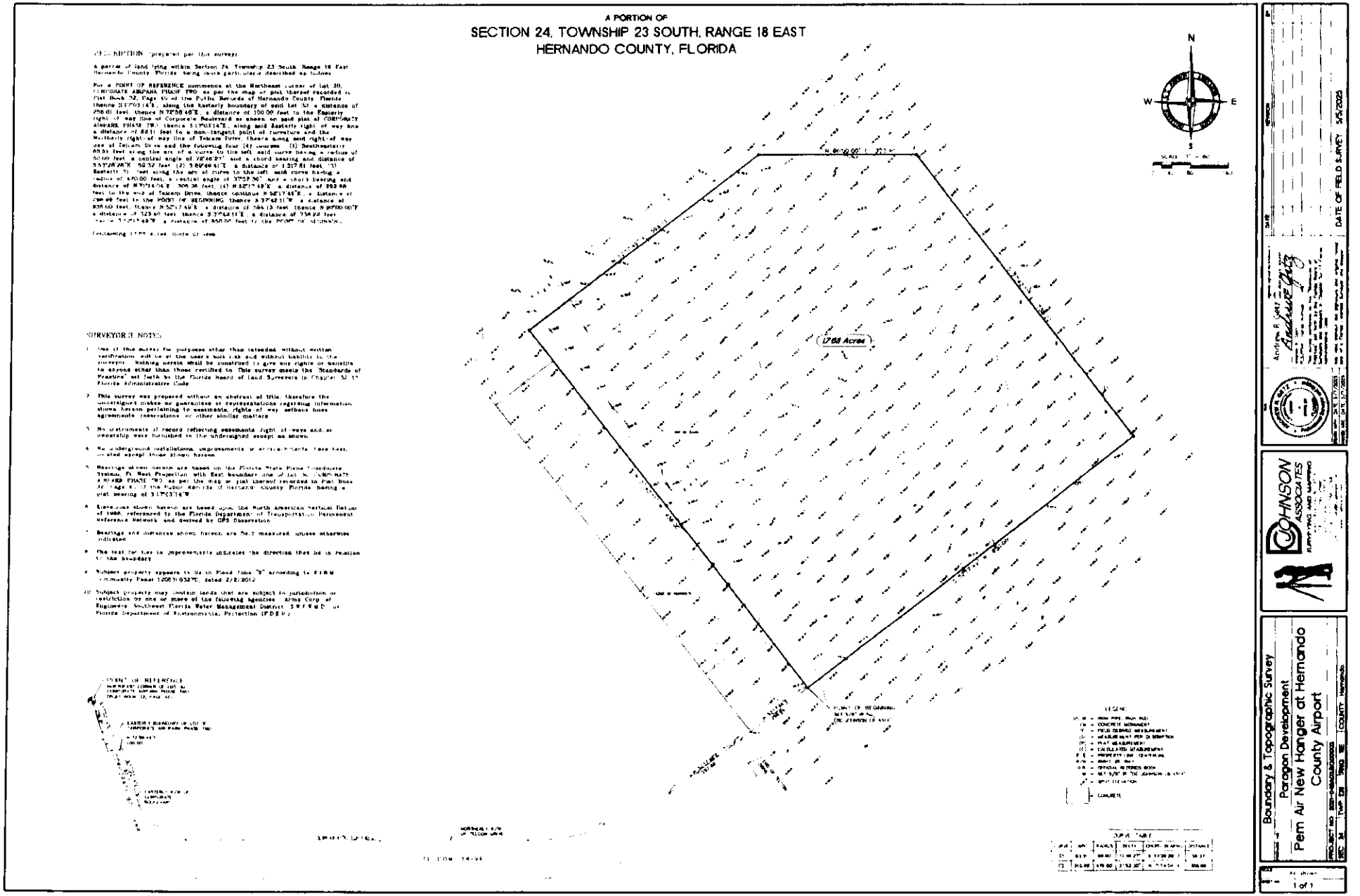
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Brian Hawkins, Chairman of Hernando County Board of County Commissioners, who is personally known to me or who has produced Florida Drivers License _____ as identification.

_____
(Signature of person taking acknowledgment)

EXHIBIT 1


A PORTION OF
SECTION 24, TOWNSHIP 23 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA
7.35 Acres
TECHNOLOGY DRIVE
N
W
E
S
Boundary & Topography Survey
Paragon Development
Pem Air Test Cell
DATE OF FIELD SURVEY 5/27/2025
JOHNSON ASSOCIATES
SURVEYING AND MAPPING
1 of 1

EXHIBT 2


A PORTION OF
SECTION 24, TOWNSHIP 23 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA
17.68 Acres
SURVEYOR'S NOTES
Boundary & Topographic Survey
Paragon Development
Perm Air New Hanger at Hernando County Airport
JOHNSON ASSOCIATES
DATE OF FIELD SURVEY 5/5/2025

A PORTION OF

SECTION 24, TOWNSHIP 23 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

DESCRIPTION: (prepared per this survey)

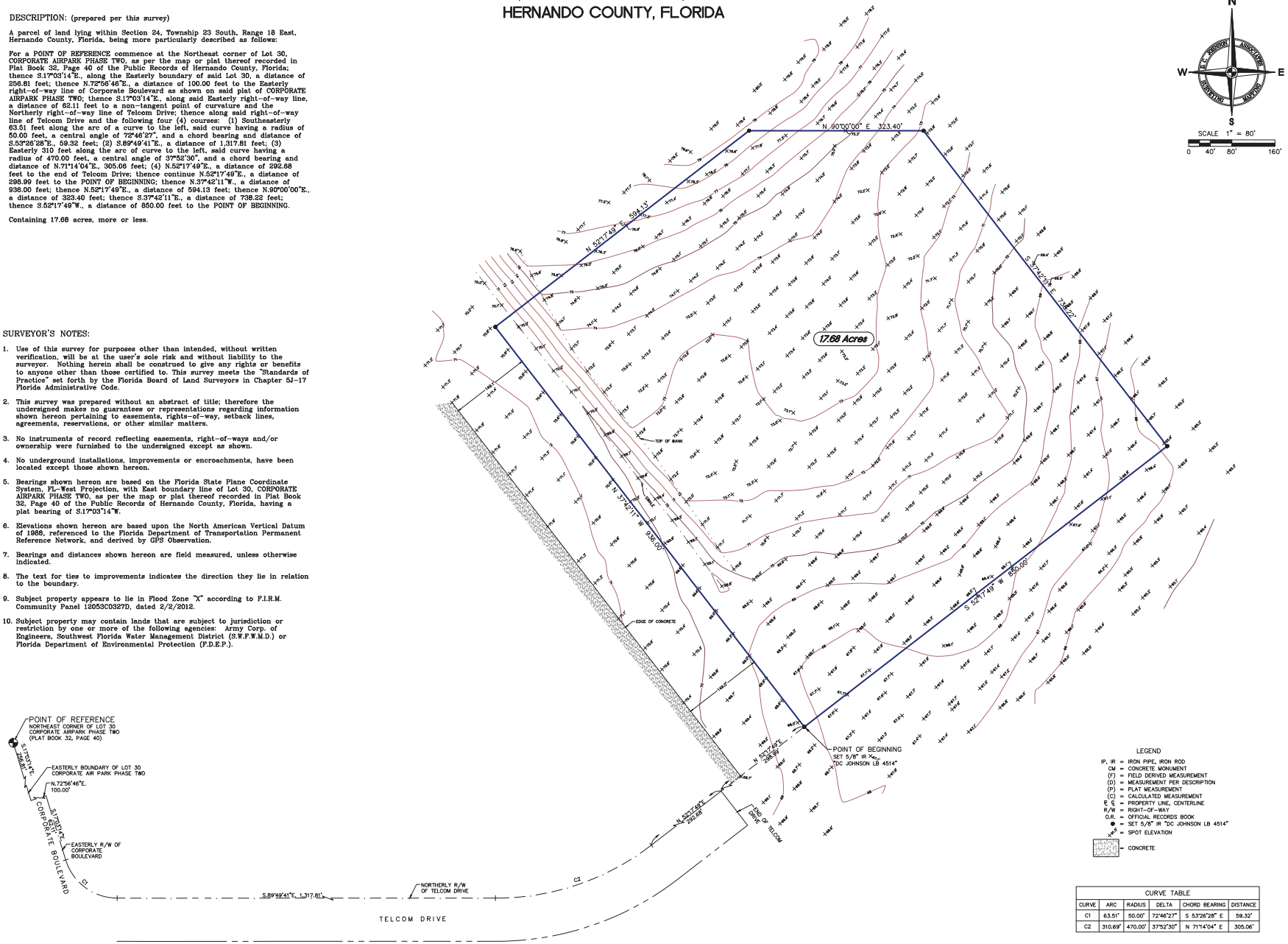
A parcel of land lying within Section 24, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of Lot 30, CORPORATE AIRPARK PHASE TWO, as per the map or plat thereof recorded in Plat Book 32, Page 40 of the Public Records of Hernando County, Florida; thence S.17°03'14"E., along the Easterly boundary of said Lot 30, a distance of 256.61 feet; thence N.72°56'46"E., a distance of 100.00 feet to the Easterly right-of-way line of Corporate Boulevard as shown on said plat of CORPORATE AIRPARK PHASE TWO; thence S.17°03'14"E., along said Easterly right-of-way line, a distance of 62.11 feet to a non-tangent point of curvature and the Northerly right-of-way line of Telcom Drive; thence along said right-of-way line of Telcom Drive and the following four (4) courses: (1) Southeasterly 63.51 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 72°46'27", and a chord bearing and distance of S.53°26'28"E., 59.32 feet; (2) S.89°49'41"E., a distance of 1,317.81 feet; (3) Easterly 310 feet along the arc of curve to the left, said curve having a radius of 470.00 feet, a central angle of 37°52'30", and a chord bearing and distance of N.71°14'04"E., 305.06 feet; (4) N.52°17'49"E., a distance of 292.68 feet to the end of Telcom Drive; thence continue N.52°17'49"E., a distance of 298.99 feet to the POINT OF BEGINNING; thence N.37°42'11"W., a distance of 936.00 feet; thence N.52°17'49"E., a distance of 594.13 feet; thence N.90°00'00"E., a distance of 323.40 feet; thence S.37°42'11"E., a distance of 738.22 feet; thence S.52°17'49"W., a distance of 850.00 feet to the POINT OF BEGINNING.

Containing 17.68 acres, more or less.

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. This survey was prepared without an abstract of title; therefore the undersigned makes no guarantees or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings shown hereon are based on the Florida State Plane Coordinate System, FL.-West Projection, with East boundary line of Lot 30, CORPORATE AIRPARK PHASE TWO, as per the map or plat thereof recorded in Plat Book 32, Page 40 of the Public Records of Hernando County, Florida, having a plat bearing of S.17°03'14"W.
6. Elevations shown hereon are based upon the North American Vertical Datum of 1988, referenced to the Florida Department of Transportation Permanent Reference Network, and derived by GPS Observation.
7. Bearings and distances shown hereon are field measured, unless otherwise indicated.
8. The text for ties to improvements indicates the direction they lie in relation to the boundary.
9. Subject property appears to lie in Flood Zone "X" according to F.I.R.M. Community Panel 12053C0327D, dated 2/2/2012.
10. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).



LEGEND

IP, IR	= IRON PIPE, IRON ROD
CM	= CONCRETE MONUMENT
(F)	= FIELD DERIVED MEASUREMENT
(D)	= MEASUREMENT PER DESCRIPTION
(P)	= PLAT MEASUREMENT
(C)	= CALCULATED MEASUREMENT
P, ℄	= PROPERTY LINE, CENTERLINE
R/W	= RIGHT-OF-WAY
O.R.	= OFFICIAL RECORDS BOOK
●	= SET 5/8" IR "DC JOHNSON LB 4514"
100	= SPOT ELEVATION
	= CONCRETE

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	63.51'	50.00'	72°46'27"	S 53°26'28" E	59.32'
C2	310.69'	470.00'	37°52'30"	N 71°14'04" E	305.06'

BY	REVISION	DATE

DATE OF FIELD SURVEY: 5/5/2025

Digitally signed by Andrew R. Getz
Date: 2025.07.23 12:47:33 -04'00'

Andrew R. Getz
Florida Licensed Surveyor and Mapper Number 7048
This survey conforms to the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

SEAL | DRAWN: MPH | DATE: 5/7/2025
REVIEWED: ARG | DATE: 5/7/2025

D. C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No.: 4514
Professional Surveyors & Mappers
San Antonio, FL 33576
Phone: (813) 994-1001
Email: surveying@dcjohnson.com
www.dcjohnson.com

Boundary & Topographic Survey

PREPARED FOR:

Paragon Development

Pem Air New Hanger at Hernando County Airport

PROJECT NO: 2021-042A01SG00008 | COUNTY: Hernando
SEC: 24 | TWP: 23S | RNG: 18E

SCALE: As Shown
SHEET NO: 1 of 1

Anti-Human Trafficking Affidavit

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

1. My name is Virgil D. Pizer and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Wolfswood Holdings, LLC, 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 *coercion* for *labor* or *services*, 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.

Under penalties of perjury, I Virgil D. Pizer, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Wolfswood Holdings, LLC
Name of Nongovernmental Entity

Virgil D. Pizer
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

Oct-06-2025
Date

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 16480
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of List of Accounts Payable Disbursements for Weeks Ended September 12, 2025, and September 19, 2025

BRIEF OVERVIEW
Transmittal of List of Accounts Payable Disbursements for weeks ending September 12, 2025, and September 19, 2025.

In addition to the check registers, the total Board of County Commissioners payroll disbursements for payroll checks dated September 9, 2025, and September 23, 2025, was $3,183,887.29.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve of the accounts payable disbursement for weeks ending September 12, 2025, and September 19, 2025.

REVIEW PROCESS

Josh Stringfellow	Escalated	10/13/2025 5:18 PM
Ashley Larramore	Approved	10/15/2025 9:30 AM
Douglas Chorvat - FYI	Notified - FYI	10/15/2025 9:30 AM
Pamela Hare	Approved	10/15/2025 10:42 AM
Heidi Prouse	Approved	10/15/2025 10:52 AM
Toni Brady	Approved	10/16/2025 12:22 PM
Jeffrey Rogers	Approved	10/19/2025 8:23 PM
Colleen Conko	Approved	10/20/2025 10:53 AM

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287668	09/08/2025	ABRAHAM TORRES & KIMBE REYES WOLF	806 SEA HOLLY DR	TR00333-06	$201.72
287669	09/08/2025	ADAM MONTOGOMERY	6007 WAYCROSS DR	S604696-07	$109.42
287670	09/08/2025	ADAM SILLERUD	9570 SOUTHERN CHARM CIR	SJ00062-04	$175.17
287671	09/08/2025	ALEXA V PANARIELLO	2168 DEGAS LN	S911807-13	$233.54
287672	09/08/2025	ANGELINA V RODAS & ROWEN NARDINI	11466 JANET AVE	S803837-02	$41.98
287673	09/08/2025	ARMANDO PEREZ MARTINEZ	10471 BRADFORD ST	S803893-08	$38.24
287674	09/08/2025	AUDREY M WHEELER	779 NODDING SHADE DR	TR00155-03	$75.00
287675	09/08/2025	BARBARA C RODRIGUEZ	10656 HORIZON DR	S806077-01	$42.73
287676	09/08/2025	BEATRIZ DUANYS	6296 ABADY LN	S908216-00	$8.32
287677	09/08/2025	BRANDON MARAQUIN	9077 HORIZON DR	S101186-02	$56.85
287678	09/08/2025	BRIGHTLAND HOMES OF FLORIDA LLC	5133 HARBINGER RD	IA32149-00	$231.78
287679	09/08/2025	BRIGHTLAND HOMES OF FLORIDA LLC	5172 DEERFIELD AVE	IA32156-00	$231.78
287680	09/08/2025	BRIGHTLAND HOMES OF FLORIDA LLC	13112 SIAM DR	IA32164-00	$231.78
287681	09/08/2025	BRIGHTLAND HOMES OF FLORIDA LLC	6179 GAINSBORO AVE	IA32165-00	$231.78
287682	09/08/2025	BRITTANI A LYNCH	2232 FAIRVIEW RD	S104321-10	$42.92
287683	09/08/2025	CARMEN MX GOMEZ	13137 SANTEE ST	S908454-08	$71.62
287684	09/08/2025	CATHERINE FORMOSA	4394 EDENROCK PL	SL00979-08	$75.74
287685	09/08/2025	LOIS BLAKLEY	8113 EAGLE DR	HI01895-02	$0.00
287686	09/08/2025	DANIELLE & JON ROSE COHEN	8146 OMAHA CIR	S605717-10	$40.25
287687	09/08/2025	DANIELLE L WIX	4224 PORTILLO RD APT 11	S910763-12	$215.54
287688	09/08/2025	DANIELLE M THURMOND	2582 LANDOVER BLVD	S811473-12	$137.47
287689	09/08/2025	DAWN HILL	26419 ROLLING ACRES DR	RL00041-02	$34.34
287690	09/08/2025	DENNIS D GILLIAM	150 CENTER OAK CIR	S909251-04	$153.68
287691	09/08/2025	DOUGLAS & ARIZA L CALERO SANCHEZ	3400 LAMSON AVE APT 2	S800696-07	$154.90
287692	09/08/2025	DUNG Q NGUYEN	29188 GLENWOOD ST	BW00076-06	$216.54
287693	09/08/2025	ELLA G WEBB SIZEMORE	2195 MARIETTA AVE	S813235-14	$72.22
287694	09/08/2025	ERIN P CARTER	216 ORIANA DR	S901493-02	$54.58
287695	09/08/2025	FLORIDA 635 LLC	11330 GODWIT AVE	IA31090-00	$342.47
287696	09/08/2025	FRANK SEVICK	3029 HARROW RD	S603484-00	$17.35
287697	09/08/2025	FREDERICK KAMPMANN	9373 SCEPTER AVE	BK02676-00	$228.42
287698	09/08/2025	GWENDOLIN J WOLFE & KAYLA GAUVIN	11251 CAPTAIN DR	S803443-09	$68.06
287699	09/08/2025	HLA ALMA LLC / /	1002 COBBLESTONE DR	S604832-10	$400.00
287700	09/08/2025	HOMES BY WESTBAY LLC	13156 LONG VALLEY CIR	IA32266-00	$231.78
287701	09/08/2025	HOMES BY WESTBAY LLC	13132 LONG VALLEY CIR	IA32251-00	$231.78
287702	09/08/2025	HOMES BY WESTBAY LLC	13147 LONG VALLEY CIR	IA32260-00	$231.78
287703	09/08/2025	HP FLORIDA 1 LLC	10518 GIFFORD DR	S812125-03	$96.52
287704	09/08/2025	HPA US1 LLC	9253 BAY DR	S800010-05	$91.24
287705	09/08/2025	JENNIFER L BIERNAT	8200 PLACID ST	S606549-03	$131.60
287706	09/08/2025	JENNIFER SILVIA	358 GLENN IVY TER	S813354-11	$191.80
287707	09/08/2025	JESSICA L PEDRICK	5948 LYON RD	S605101-01	$6.84
287708	09/08/2025	JOELLEN MCCARTNEY	8175 STURBRIDGE CT	RH00894-02	$172.12
287709	09/08/2025	JOSEPHINE A WYMAN	7347 ROSEMONT LN	S607467-02	$45.79

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287710	09/08/2025	KANDIS SAMPSON	10392 SHEFFIELD RD	S813817-05	$31.87
287711	09/08/2025	KATERINA MATI	12052 ELGIN BLVD	S804941-06	$106.40
287712	09/08/2025	LARITZA MARTINEZ	14498 WHITEWATER WAY	SW00017-01	$36.61
287713	09/08/2025	LAUREN N FERRER & MIN PANG	2449 RUNNING OAK CT	S805372-03	$70.28
287714	09/08/2025	LORRAINE A MILLER	14873 RIALTO AVE	BK00827-10	$131.48
287715	09/08/2025	MARONDA HOMES	1478 LARKIN RD	IA32230-00	$231.78
287716	09/08/2025	MARONDA HOMES LLC OF FLORIDA	12116 MILLINGTON AVE	IA32219-00	$130.50
287717	09/08/2025	MARONDA HOMES LLC OF FLORIDA	11256 KISKA WREN RD	IA32231-00	$130.50
287718	09/08/2025	MARONDA HOMES LLC OF FLORIDA	13101 TRAPPER JOHN RD	IA32232-00	$130.50
287719	09/08/2025	MARONDA HOMES LLC OF FLORIDA	14211 ENGLISH SPARROW RD	IA32233-00	$130.50
287720	09/08/2025	MARONDA HOMES LLC OF FLORIDA	12500 MAGINN CT	IA32248-00	$130.50
287721	09/08/2025	MARONDA HOMES LLC OF FLORIDA	18360 MACEK RD	IA32255-00	$130.50
287722	09/08/2025	MARONDA HOMES LLC OF FLORIDA	12166 EVERGLADES KITE RD	IA32261-00	$130.50
287723	09/08/2025	MARONDA HOMES LLC OF FLORIDA	13298 EADOM AVE	IA32270-00	$261.00
287724	09/08/2025	MATTHEW CLARK ANSELMO	663 NICEWINTER DR	IA32227-00	$231.78
287725	09/08/2025	MELISSA S PHILP	2164 DEGAS LN	S911805-19	$296.60
287726	09/08/2025	MELP LLC	6376 CAMMIE ST	HL00379-05	$184.78
287727	09/08/2025	MEREDITH JUSTICE	1449 OLD MILL LN	S909910-10	$51.33
287728	09/08/2025	MERITAGE HOMES OF FL INC	3550 MOSCATO DR	BH00022-00	$141.52
287729	09/08/2025	MICHAEL BISHOP & DENNIS INGRAHAM	4166 OBSIDIAN DR	CD00106-02	$263.93
287730	09/08/2025	MICHAEL G DAVIS	3439 AMBASSADOR AVE	S900623-08	$56.88
287731	09/08/2025	MICHAEL G DAVIS	3439 AMBASSADOR AVE	S900623-08	$56.88
287732	09/08/2025	MIDWAY EXCHANGE BORROWER 14 LLC	9464 SOUTHERN CHARM CIR	SJ00333-16	$279.52
287733	09/08/2025	MIGUEL ARENCIBIA	5399 ASHLAND DR	S103551-05	$30.00
287734	09/08/2025	MONTES REMODELING LLC	10444 FORDHAM ST	S101501-03	$53.29
287735	09/08/2025	MOSES R SAMUEL	2041 ESCOBAR AVE	S812036-05	$105.76
287736	09/08/2025	MYLES C L BRADY	7513 HEATHER WALK DR	RH00390-06	$242.71
287737	09/08/2025	NAGARAJU PISHKE	7114 BARCLAY AVE APT A	BV00016-09	$61.72
287738	09/08/2025	NEW RESIDENTIAL BORROWER 2022-SFR2	5296 FREEPORT DR	S600281-06	$33.74
287739	09/08/2025	NRT PROPERTY MANAGEMENT FLORIDA	6153 SPRING HILL DR	S601310-11	$90.55
287740	09/08/2025	NUOGO CAPITAL LLC	2141 COACHMAN RD	S804754-04	$61.45
287741	09/08/2025	OMAR A PEREDO	12805 IONE WAY	SA00052-10	$86.35
287742	09/08/2025	OPENDOOR PROPERTY TRUST I	6191 SILVERDALE AVE	S812158-02	$5.27
287743	09/08/2025	PAUL R ERICKSON	2348 EVENGLOW AVE	S902724-08	$56.24
287744	09/08/2025	PAULA PATTERSON	3179 LIGHTHOUSE WAY	WD00154-04	$186.73
287745	09/08/2025	PHILLIP SCOTT MANAGEMENT & INVESTME	4369 MILLWOOD RD	S802229-15	$354.32
287746	09/08/2025	PHILLIP SCOTT MANAGEMENT & INVESTME	4393 MILLWOOD RD	S808290-16	$343.89
287747	09/08/2025	PHONG PHUNG	5388 IDLEWEISE CT	S607831-03	$1.12
287748	09/08/2025	PHYLLIS J KREFT	3237 LIFEBOAT LN	WD00161-04	$182.65
287749	09/08/2025	RACHEL M & GARY L KIRTLEY II	14408 LINDEN DR	S900590-05	$1,608.10
287750	09/08/2025	RALPH PAULSEN	3885 CROSSLINE DR	SL01121-10	$47.76

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287751	09/08/2025	RANDAL J COLUMB	4351 MALLARD LAKE DR	SI00141-03	$118.72
287752	09/08/2025	REMAX REALTY ONE	12266 HALLMARK AVE	HI01914-02	$292.14
287753	09/08/2025	RICHARD J KLEIN	2088 BREEZY WAY	S806816-05	$16.51
287754	09/08/2025	ROBIN M AMORY	5327 BALDOCK AVE	S809413-09	$124.78
287755	09/08/2025	SFR ACQUISITIONS 3 LLC	4399 CRESCENT RD	S601511-05	$143.19
287756	09/08/2025	SFR FUND VI BORROWER LLC	13762 WESTBRIDGE BLVD	IA32086-00	$231.78
287757	09/08/2025	SFR JV 1 2020 1 BORROWER LLC	3328 MONTANO AVE	S911014-06	$52.84
287758	09/08/2025	SFR JV 1 2021 1 BORROWER LLC	7352 CONE SHELL DR	RO00179-07	$174.99
287759	09/08/2025	SFR JV 1 2021 1 BORROWER LLC	7012 EVEREST ST	S608500-06	$194.40
287760	09/08/2025	SFR JV 1 2021 1 BORROWER LLC	5332 ABAGAIL DR	S812920-09	$53.39
287761	09/08/2025	SFR JV 1 2021 1 BORROWER LLC	3743 BRAMBLEWOOD LOOP	SL01034-12	$126.73
287762	09/08/2025	SFR JV-1 2021-1 BORROWER LLC	3408 MONTANO AVE	S910314-07	$109.15
287763	09/08/2025	SFR JV-2 2022-1 BORROWER LLC	5440 IDLEWEISE CT	S608206-13	$49.72
287764	09/08/2025	SFR JV-2 2022-1 BORROWER LLC	6623 FREEPORT DR	S806873-14	$52.31
287765	09/08/2025	SFR V TRANCHE 5 BORROWER LLC	1209 BURGUNDY CT	EN00021-03	$164.21
287766	09/08/2025	SFR V TRANCHE 5 BORROWER LLC	1194 CABERNET PL	EN00073-04	$180.08
287767	09/08/2025	SUSAN L OTT	7104 BARCLAY AVE APT B	BV00034-18	$119.94
287768	09/08/2025	THE SPACE SHOP	10193 COUNTY LINE RD	C910360-00	$4,190.24
287769	09/08/2025	TYLER M MANARAS	11312 RAINBOW WOODS LOOP	S901620-01	$1,348.30
287770	09/08/2025	VELVET D BURRIS	4104 PINE DALE CT	HB00964-19	$82.19
287771	09/08/2025	VICTORY REAL ESTATE SOLUTIONS LLC	7250 RIVER COUNTRY DR	RR00407-02	$215.35
287772	09/08/2025	WAISANEN MANAGEMENT LLC	7367 CANTERBURY ST	S608646-02	$36.00
287773	09/08/2025	WELLINGTON AT SEVEN HILLS HOA ASSOC	480 QUANE AVE	S905699-03	$216.52
287774	09/08/2025	WILLIAM H MARQUIS	11444 SAGAMORE ST	S907279-04	$51.37
287775	09/08/2025	WILLIAM J STEAD	14137 WAKE ROBIN DR	TR00084-01	$54.42
287776	09/08/2025	WILSON PROPERTY MANAGEMENT	7411 MEAD DR	S607643-07	$342.33
287777	09/08/2025	XAVIER Z CARBO	3102 LEMA DR	S910276-02	$74.96
287778	09/12/2025	20/20 TITLE LLC	RFND OVRPMT CK5193	70337	$734.30
287779	09/12/2025	BROOKSVILLE MAIN STREET	8/25 JANITORIAL SVC	24-786	$130.00
287780	09/12/2025	BROOKSVILLE TRANSMISSION INC	EPO-TRANSMISSION RPR	35785	$6,181.86
287781	09/12/2025	BUCKEYE CLEANING CENTERS	SUPPLIES, JANITORIAL, ORD	90697340	$478.24
287782	09/12/2025	CATALIS PAYMENTS LLC	REMITTANCE SERVICES, CONT	INV308357177	$3,449.38
287783	09/12/2025	CENTURYLINK	311272835 08/16-09/15	311272835K5	$71.06
287784	09/12/2025	CHARTER COMMUNICATIONS	248545301 8/21-9/20	248545301L5	$269.99
287785	09/12/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-193886	$32.18
287785	09/12/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-193971	$80.45
287787	09/12/2025	CITY OF BROOKSVILLE	1021630038-14	1021630038K5	$262.17
287787	09/12/2025	CITY OF BROOKSVILLE	1040640010-11	1040640010K5	$222.39
287787	09/12/2025	CITY OF BROOKSVILLE	1040871000-10	1040871000K5	$58.50
287787	09/12/2025	CITY OF BROOKSVILLE	1050415031-12	1050415031K5	$1,550.63
287787	09/12/2025	CITY OF BROOKSVILLE	1050420000-12	1050420000K5	$143.50

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287787	09/12/2025	CITY OF BROOKSVILLE	1050460076-11	1050460076K5	$573.36
287787	09/12/2025	CITY OF BROOKSVILLE	1067491041-11	1067491041K5	$394.88
287787	09/12/2025	CITY OF BROOKSVILLE	1067491100-10	1067491100K5	$4.79
287787	09/12/2025	CITY OF BROOKSVILLE	1110515000-10	1110515000K5	$209.25
287787	09/12/2025	CITY OF BROOKSVILLE	1110521060-12	1110521060K5	$215.65
287787	09/12/2025	CITY OF BROOKSVILLE	1150897500-11	1150897500K5	$4.79
287787	09/12/2025	CITY OF BROOKSVILLE	1150905001-11	1150905001K5	$1,942.16
287787	09/12/2025	CITY OF BROOKSVILLE	1180468000-0	1180468000K5	$415.50
287787	09/12/2025	CITY OF BROOKSVILLE	1200050040-12	1200050040K5	$44.77
287787	09/12/2025	CITY OF BROOKSVILLE	1223350032-13	1223350032K5	$28.30
287787	09/12/2025	CITY OF BROOKSVILLE	1231305102-13	1231305102K5	$446.90
287788	09/12/2025	CLEANPIX CORPORATION	08/25 SERVICE FEE	13593	$245.00
287789	09/12/2025	CLEAR CUT LAWN CARE & LANDSCAPING	8/25 MOW/GRND MNT	4298	$7,150.00
287790	09/12/2025	COMPLETE DRYWALL OF HERNANDO INC	GOVT CNTR DRYWALL	7771	$2,700.00
287791	09/12/2025	DOWNING FUNERAL HOME	8/11/25 TE	F039831-7017	$650.00
287792	09/12/2025	DRONE NERDS INC	PARROT DRONE FOR PLANNING	I260785181	$5,350.00
287793	09/12/2025	DUKE ENERGY	9100 8506 7462	85067462K5	$8.22
287793	09/12/2025	DUKE ENERGY	9100 8662 9575	86629575K5	$104.88
287793	09/12/2025	DUKE ENERGY	9100 8663 0502	86630502K5	$769.30
287793	09/12/2025	DUKE ENERGY	9101 8578 5487	85785487K5	$31.90
287794	09/12/2025	FORTILINE INC	SEWER LINES MATERIALS, PA	7025946	$5,462.50
287794	09/12/2025	FORTILINE INC	SEWER LINES,SEWER PLANTS,	7035414	$1,440.00
287794	09/12/2025	FORTILINE INC	WATER PLANTS MATERIALS, P	7017303	$3,850.00
287794	09/12/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	6950047	$6,517.80
287794	09/12/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	6976636	$535.25
287794	09/12/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	7019402	$4,688.00
287794	09/12/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	7025946	$5,462.50
287794	09/12/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	7029548	$445.25
287794	09/12/2025	FORTILINE INC	WATERLINES, WATERPLANTS,	7020830	$502.53
287794	09/12/2025	FORTILINE INC	WATERLINES, WATERPLANTS,	7047394	$4,522.77
287795	09/12/2025	FOSTERS ROOFING ENTERPRISES INC	2025-078BFY2223BLOCKR	BLOCK R	$12,037.00
287796	09/12/2025	FRIENDS OF THE LIBRARY OF HERNANDO	DED:122 LIBRARY		$8.00
287797	09/12/2025	H2O PLUMBING SOLUTIONS	2025-103BFY2223KYLER	KYLE R	$4,500.00
287798	09/12/2025	HARRELLS LLC	CHIPCO CHOICE INSECTICIDE	INV02029243	$7,280.00
287798	09/12/2025	HARRELLS LLC	CHIPCO CHOICE SPREAD - TI	INV02043876	$7,210.00
287799	09/12/2025	HCUD-SOLID WASTE DIVISION	ACCT 140 AUG 25	AUG25140	$10,437.78
287799	09/12/2025	HCUD-SOLID WASTE DIVISION	ACCT 460 AUG 25	AUG25460	$45.00
287800	09/12/2025	HEALTHCARE CORRECTIONS X-RAY LLC	8/25 XRAYS	30376	$1,575.00
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00024-02	AC0002402K5	$10.05
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00028-08	AC0002808K5	$200.17
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00050-01	AC0005001K5	$255.61

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287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00064-00	AC0006400K5	$122.40
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00083-00	AC0008300K5	$747.37
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00097-00	AC0009700K5	$61.48
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00101-00	AC0010100K5	$88.72
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00102-00	AC0010200K5	$2,670.40
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00152-01	AC0015201K5	$74.30
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00176-00	AC0017600K5	$11.45
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00188-00	AC0018800K5	$24.63
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00195-00	AC0019500K5	$14.85
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	AC00214-00	AC0021400K5	$207.29
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	BZ00047-00	BZ0004700K5	$42.65
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	C811961-00	C81196100K5	$36.23
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	FZ00024-01	FZ0002401K5	$1,031.67
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	FZ00047-01	FZ0004701K5	$405.35
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	FZ00048-01	FZ0004801K5	$49.25
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	HA00005-00	HA0000500K5	$94.32
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	MC00028-01	MC0002801J5	$121.67
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RC00031-00	RC0003100K5	$57.90
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RC00034-00	RC0003400K5	$10.25
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RM01171-01	RM0117101K5	$13.29
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RS00003-00	RS0000300K5	$113.35
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RS00018-00	RS0001800K5	$9.85
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RZ00036-00	RZ0003600K5	$109.66
287802	09/12/2025	HERNANDO COUNTY UTILITIES DEPT	RZ00037-00	RZ0003700K5	$17.45
287803	09/12/2025	HUGHEY AND PHILLIPS LLC	AIRFIELD LIGHTING/SIGNS/S	82010	$155.87
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	8/25 COPIER LEASE	503933806	$211.76
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	8/25 COPIER LEASE	503936774	$153.46
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	8/25 COPIER LEASE	503939857	$176.09
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	8/25 COPIER LEASE	503940035	$176.09
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, BLACK AND WHITE $	503933806	$56.55
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, COLOR COPIES $0.0	503933806	$194.58
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	503939857	$514.41
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	503940035	$90.61
287804	09/12/2025	KONICA MINOLTA BUSINESS SOLUTIONS	ZERO SERVICE BASE PER COP	503936774	$363.71
287805	09/12/2025	LOOPER SPORTS CONNECTION INC	UNIFORM THEBUS LOGO	13972	$133.85
287806	09/12/2025	LOTANE & ASSOCIATES PA	DED: LOTANE & ASSOC	PAY568P	$816.42
287807	09/12/2025	LOVE MOTORSPORTS INC	2025 POLARIS R25RSE99AS	1023774	$22,301.67
287808	09/12/2025	MARION COUNTY BOCC	CDW-G	AF6KU8L	$5,117.90
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	91904	$1,750.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	92605	$2,021.25
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	93335	$1,575.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	94044	$1,750.00

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287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	88356	$1,344.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	89039	$2,625.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	91902	$1,330.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	91903	$4,695.25
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	92365	$8,750.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	92558	$3,557.75
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	92606	$1,016.75
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	93333	$1,172.50
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	93334	$4,333.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	93336	$1,750.00
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	93359	$1,692.25
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	94043	$4,063.50
287809	09/12/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	94045	$3,325.00
287810	09/12/2025	QUADIENT INC	LEASE, POSTAGE EQUIPMENT,	Q1987557	$214.26
287811	09/12/2025	QUANTUM PARTNERS LLC	ARTIFICIAL INTELLIGENCE I	1054	$22,500.00
287812	09/12/2025	RJH TECHNICAL SERVICES INC	FIRE PUMP FOR CHINSEGUT H	14361	$8,500.00
287813	09/12/2025	ROBERT J YOUNG COMPANY LLC	7/19-8/19/25 CPR LE	INV7670884	$174.25
287814	09/12/2025	ROLFE AND LOBELLO PA	DED: ROLFE & LOBELLO	PAY568P	$100.00
287815	09/12/2025	SAFARI MICRO INC	100PCT BROCADE COMPATIBLE	SM436631	$2,450.00
287815	09/12/2025	SAFARI MICRO INC	100PCT FOUNDRY COMPATIBLE	SM436631	$1,776.00
287815	09/12/2025	SAFARI MICRO INC	10GBASE-T SFP+ XCVR BROCA	SM436631	$6,592.00
287815	09/12/2025	SAFARI MICRO INC	RUCKUS EXPANSION MODULE -	SM436464	$17,920.00
287815	09/12/2025	SAFARI MICRO INC	RUCKUS EXPANSION MODULE -	SM436560	$2,560.00
287815	09/12/2025	SAFARI MICRO INC	RUCKUS ICX 7550-48P-E2 SW	SM436560	$21,930.92
287815	09/12/2025	SAFARI MICRO INC	RUCKUS PREMIUM LAYER 3 LI	SM436889	$2,489.68
287816	09/12/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	432206	$6,666.09
287816	09/12/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	432207	$21,471.65
287816	09/12/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	432846	$8,744.14
287816	09/12/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	433148	$1,405.30
287816	09/12/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	433184	$20,522.67
287817	09/12/2025	SHERWIN-WILLIAMS	PAINT,SUPPLIES, PARTS AND	427-9	$435.56
287817	09/12/2025	SHERWIN-WILLIAMS	PAINT,SUPPLIES, PARTS AND	50-9	$2,698.20
287818	09/12/2025	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 08/22/25	2445675	$283.00
287819	09/12/2025	STATE ATTORNEYS OFFICE	AMAZONPO25-00127-CB	REIM25-00127	$617.91
287820	09/12/2025	TADDEO ELECTRICAL CONTRACTORS INC	MAIN LIB ELEC PNL REP	20251525	$32,963.84
287821	09/12/2025	TEXT EM ALL LLC	854758 AUG 25	109078	$143.04

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287822	09/12/2025	ULTRA HEALTHCARE SERVICES INC	AUG 25 BILLING	9	$709.43
287823	09/12/2025	UNITED WAY OF HERNANDO COUNTY	DED:130 UNITED WAY		$44.00
287824	09/12/2025	US LEGAL SERVICES INC	U.S. LEGAL - 08/25	8312025	$2,287.50
287825	09/12/2025	USA SERVICES OF FLORIDA INC	AERIAL WAY: STREET SWEEPI	FL1227050	$50.00
287825	09/12/2025	USA SERVICES OF FLORIDA INC	BARCLAY AVE: STREET SWEEP	FL1227050	$90.00
287825	09/12/2025	USA SERVICES OF FLORIDA INC	MARINER BOULEVARD: STREET	FL1227050	$800.00
287825	09/12/2025	USA SERVICES OF FLORIDA INC	NORTHCLIFF BLVD: STREET S	FL1227050	$72.00
287825	09/12/2025	USA SERVICES OF FLORIDA INC	POWELL ROAD: STREET SWEEP	FL1227050	$56.00
287825	09/12/2025	USA SERVICES OF FLORIDA INC	SPRING HILL DRIVE: STREE	FL1227050	$978.00
287825	09/12/2025	USA SERVICES OF FLORIDA INC	SUNSHINE GROVE RD: STREET	FL1227050	$45.00
287826	09/12/2025	VESTIS SERVICES LLC	CLOTHING, APPAREAL & UNIF	5630734007	$52.36
287826	09/12/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630734007	$27.34
287826	09/12/2025	VESTIS SERVICES LLC	SOLID WASTE UNIFORM SERVI	5630728861	$36.41
287826	09/12/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630728846	$131.50
287826	09/12/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630733176	$153.98
287826	09/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630724493	$88.27
287826	09/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630728846	$107.60
287826	09/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630728847	$22.49
287826	09/12/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630733176	$125.99
287827	09/12/2025	VISION SERVICE PLAN - IC	ACCT 30021040 08/25	823374850	$8,868.86
287827	09/12/2025	VISION SERVICE PLAN - IC	ACCT 30021040 08/25	823374859	($23.24)
287827	09/12/2025	VISION SERVICE PLAN - IC	ACCT 30021040 08/25	823374862	$1,026.82
287828	09/12/2025	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9617938866	$279.12
287828	09/12/2025	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9621063180	$1,710.16
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	6/25-7/25 COPIES	5035314673	$74.42
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	6/25-7/25 COPIES	5035517120	$100.59
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	6/25-7/25 COPIES	5035517534	$62.47
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/24/25 CPR LE	5035249340	$164.78
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035517535	$217.99
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	8/3-9/2/25 CPR LE	5035314673	$118.21
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/3-10/2/25 CPR LE	5035517120	$128.23
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/3-10/2/25 CPR LE	5035517534	$128.23
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/3-10/2/25 CPR LE	5035517535	$128.23
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/5-10/4/25 CPR LE	5035547251	$149.17
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/6-10/5/25 CPR LE	5035572006	$149.17
287829	09/12/2025	WELLS FARGO FINANCIAL / TOSHIBA	DOCUMENTATION FEE FOR NEW	5035249340	$75.00
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307104	1307104K5	$541.37
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832768	1832768K5	$107.17

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287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832780	1832780K5	$2,112.36
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832781	1832781K5	$2,358.12
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832786	1832786K5	$456.88
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832795	1832795K5	$47.79
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832801	1832801K5	$1,064.70
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832804	1832804K5	$1,532.52
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832809	1832809K5	$43.50
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832811	1832811K5	$59.31
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832824	1832824K5	$82.67
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832841	1832841K5	$82.88
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832850	1832850K5	$65.76
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832853	1832853K5	$139.25
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832868	1832868K5	$281.17
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832869	1832869K5	$87.61
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832873	1832873K5	$503.97
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832874	1832874K5	$455.13
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832875	1832875K5	$685.80
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832878	1832878K5	$5,535.61
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832880	1832880K5	$225.00
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949985	1949985K5	$103.00
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949989	1949989K5	$94.82
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949990	1949990K5	$70.50
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2104698	2104698K5	$565.41
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2134152	2134152K5	$136.35
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2137278	2137278K5	$93.42
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2139821	2139821K5	$57.37
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2186374	2186374K5	$43.39
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2222575	2222575K5	$77.28
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234712	2234712K5	$106.33
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2235915	2235915K5	$62.21
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2242791	2242791K5	$62.11
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2252994	2252994K5	$118.71
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2279232	2279232K5	$242.11
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290780	2290780K5	$916.62
287831	09/12/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2350563	2350563K5	$88.14
EFT6048	09/09/2025	EXPERT PAY-VOID-VOID-VOID	DED: 024	PAY2568	$4,537.14
EFT6048	09/09/2025	EXPERT PAY-VOID-VOID-VOID	FEE: M HARRINGTON	PAY2568	$1.50
EFT6048	09/09/2025	EXPERT PAY-VOID-VOID-VOID	PAYMENT FEES	PAY2568	$28.50
EFT6050	09/09/2025	NATIONWIDE-VOID-VOID-VOID	DED: 111	PAY2568	$21,666.50
EFT6051	09/09/2025	NATIONWIDE-VOID-VOID-VOID	DED: 119	PAY2568	$287.52
EFT6052	09/09/2025	EFTPS-VOID-VOID-VOID	DED: FEDERAL	PAY2568	$178,238.19
EFT6052	09/09/2025	EFTPS-VOID-VOID-VOID	DED: FICA	PAY2568	$252,818.30

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EFT6052	09/09/2025	EFTPS-VOID-VOID-VOID	DED: MEDICARE	PAY2568	$59,126.72
EFT6069	09/08/2025	CIGNA	HLTH INS CLAIMS 09-05-25	FUNDING09-25	$519,578.26
EFT6088	09/08/2025	FLORIDA DIVISION OF RETIREMENT-VOID	INV-335926	08/31/25	$104.61
EFT6088	09/08/2025	FLORIDA DIVISION OF RETIREMENT-VOID	INV-336660	08/31/25	($3,324.73)
EFT6088	09/08/2025	FLORIDA DIVISION OF RETIREMENT-VOID	INV-336727	08/31/25	$204.45
EFT6088	09/08/2025	FLORIDA DIVISION OF RETIREMENT-VOID	PAYDATE 08/12/25	08/31/25	$558,888.00
EFT6088	09/08/2025	FLORIDA DIVISION OF RETIREMENT-VOID	PAYDATE 08/26/25	08/31/25	$555,161.14
V529070	09/08/2025	BANK OF AMERICA	BOA PCARD 8/5-9/4	0825VS	$535,434.47
V529071	09/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	868075	$125.00
V529071	09/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	868368	$24.00
V529071	09/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	870598	$125.00
V529071	09/12/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	870608	$48.00
V529072	09/12/2025	ALAN JAY FORD LINCOLN MERCURY INC	CLERK IT, VEH ID#NEW	FSS267178	$40,091.00
V529073	09/12/2025	B&H FOTO & ELECTRONICS CORP	ORDER# 912941617	236452254	$150.38
V529074	09/12/2025	BANDWANGO INC	ANNUAL EXPERIENCE BUILDER	TR-1436	$10,788.00
V529075	09/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85883882	$2,901.00
V529075	09/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85899799	$2,114.38
V529075	09/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85901498	$2,547.90
V529075	09/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85901499	$281.80
V529075	09/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85903823	$493.26
V529075	09/12/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85905937	$413.66
V529076	09/12/2025	CITY OF BROOKSVILLE	PA/COB LEASE-SEP25	FY2025-12	$10,874.42
V529077	09/12/2025	CLIFFS SEPTIC SERVICES INC	2025-107 FY22/23 NORT	NORTH J	$84.06
V529077	09/12/2025	CLIFFS SEPTIC SERVICES INC	2025-107 FY22/23 NORT	NORTH JA	$5,165.00
V529078	09/12/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 8/28/25	359146	$34,539.74
V529078	09/12/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 8/28/25	359148	$6,340.00
V529078	09/12/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 8/28/25	359152	$2,995.40
V529079	09/12/2025	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	OMB134	$239.67
V529079	09/12/2025	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLLING	HHS96	$225.97
V529080	09/12/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	107333	$1,502.00
V529081	09/12/2025	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	3072983	$5,116.24
V529082	09/12/2025	GOODWIN BROS CONSTRUCTION INC	SR50 & CORTEZ OAKS SI	PAYREQ#20	($1,349.87)
V529082	09/12/2025	GOODWIN BROS CONSTRUCTION INC	SR50 & CORTEZ OAKS SIGNAL	PAYREQ#20	$26,997.40
V529083	09/12/2025	GORDON B LINK INDUSTRIES INC	ACCT SA04 3203-01	459592	$524.75
V529084	09/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	703771	$130.00
V529084	09/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	703772	$50.00
V529084	09/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	703773	$50.00
V529084	09/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	708474	$50.00
V529084	09/12/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	708477	$153.00
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:302 WKRCMP7380		$52.04

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V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:303 WKRCMP5509		$6,783.60
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:304 WKRCMP6836		$202.30
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:306 WKRCMP7403		$238.04
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:308 WRKCMP7520		$2,450.83
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:309 WKRCMP7580		$1,644.08
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704		$36,801.56
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:313 WKRCMP8380		$581.00
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:314 WKRCMP8601		$206.24
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:315 WKCMP8810		$18.72
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:316 WKRCMP8810		$693.49
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:318 WKRCMP9015		$1,390.15
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:319 WKRCMP9102		$1,686.66
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:320 WKRCMP9402		$539.32
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:321 WKRCMP9410		$2,097.74
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:323 WKRCMP9403		$2,291.25
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:325 WKRCMP7610		$8.78
V529085	09/12/2025	HC WORKERS COMPENSATION FUND	DED:326 WKRCMP6325		$1,003.92
V529086	09/12/2025	HDR CONSTRUCTION CONTROL CORP	PROF SVC 8/1-8/23/25	1240028548	$2,992.00
V529087	09/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	GAL PRINTER	IT25-089	$548.90
V529087	09/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	IT EQUIP #73220/72429	IT25-050	$10,991.04
V529087	09/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	IT EQUIPMENT #84391	IT25-088	$23,191.68
V529087	09/12/2025	HERNANDO COUNTY CLERK OF CIRCUIT	JOTFORM REN 8/25-8/26	IT25-084	$12,324.00
V529088	09/12/2025	HERNANDO COUNTY HEALTH DEPARTMENT	RFND INSURANCE CREDIT	HR25-017	$1,898.32
V529089	09/12/2025	HERNANDO COUNTY PROFESSIONAL	DED:172 FF INS		$272.32
V529089	09/12/2025	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES		$6,985.00
V529089	09/12/2025	HERNANDO COUNTY PROFESSIONAL	DED:180 CHARITY		$7.00
V529090	09/12/2025	HERNANDO COUNTY SCHOOL DISTRICT	AUG 25 IMPACT FEES	AUGUST 25	$1,587,537.63
V529091	09/12/2025	HERNANDO SEPTIC LLC	SUIP-8388 PHILADELPHI	1137	$7,500.00
V529092	09/12/2025	INSIGHT PUBLIC SECTOR INC	ANKER 577 DOCKING STATION	1101246916	$994.16
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 08/24/25	13-33654	$3,310.08
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 08/31/25	13-33680	$4,447.92
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	323 WE 08/24/25	13-33655	$3,233.31
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	323 WE 08/31/25	13-33681	$4,105.72
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	360 WE 08/17/25	13-33633	$801.66
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	360 WE 08/24/25	13-33656	$879.24
V529093	09/12/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 08/24/25	13-33652	$4,792.59
V529094	09/12/2025	INVOICE CLOUD INC	JUL 25 SERVICES	3290-2025-7	$45.00
V529095	09/12/2025	KIMLEY-HORN AND ASSOCIATES INC	PROF SVC TRUU 7/31/25	32676254	$2,006.34
V529096	09/12/2025	LEWIS CONSULTING LLC	09/25 CONSULTING SVC	25-07	$5,000.00
V529097	09/12/2025	LIFE INS COMPANY OF THE SOUTHWEST	DED:127 LSW - PRE		$698.50
V529097	09/12/2025	LIFE INS COMPANY OF THE SOUTHWEST	DED:128 LSW-POST		$50.00

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V529098	09/12/2025	MESTAS POOLS AND OUTDOOR LIVING LLC	COMPREHENSIVE MAINTENANCE	2088	$14,757.30
V529098	09/12/2025	MESTAS POOLS AND OUTDOOR LIVING LLC	EMERGENCY MAINTENANCE	2088	$175.00
V529098	09/12/2025	MESTAS POOLS AND OUTDOOR LIVING LLC	MONTHLY MONITORING	2088	$100.00
V529098	09/12/2025	MESTAS POOLS AND OUTDOOR LIVING LLC	STANDARD LABOR	2088	$300.00
V529099	09/12/2025	MICHAEL BAKER INTERNATIONAL INC	PROF SVC THRU 8/17/25	1259409	$1,667.92
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059141	$295.49
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059466	$200.49
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059584	$557.00
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059694	$176.40
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059762	$312.79
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059808	$486.50
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059954	$298.76
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059969	$157.09
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059974	$185.48
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059984	$426.49
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060016	$366.84
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060026	$89.10
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060033	$327.50
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060038	$264.25
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060048	$617.50
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060052	$288.52
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060061	$91.10
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060064	$40.68
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060081	$853.24
V529100	09/12/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060082	$604.12
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-86385	$7,916.44
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-89756	$11,078.36
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-90637	$5,863.62
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-92682	$10,567.85
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-92683	$10,062.70
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	HCFR STATION #2 SITE - DI	SI-90636	$4,097.98
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-89086	$11,052.81
V529101	09/12/2025	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-91112	$9,450.22
V529102	09/12/2025	PITNEY BOWES GLOBAL FINANCIAL SVCS	EQUIPMENT LEASE, MAIL PRO	3107342026	$160.47
V529103	09/12/2025	PREMIER COMMUNITY HEALTHCARE GROUP	DENTAL SVC 8/2025	4	$5,000.00
V529104	09/12/2025	PRE-PAID LEGAL SERVICES INC	GROUP 0204552 08/25	AUG25	$702.60
V529105	09/12/2025	PRESS PROPERTIES LLC	SAO LEASE - SEP25	SEP25	$852.00
V529106	09/12/2025	PRISTINE SERVICES LLC	CORR LINE ENTRY	25189	$0.00
V529106	09/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 7/25	25190	$992.86

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V529106	09/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 8/25	25205	$931.49
V529106	09/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 8/25	25218	$992.86
V529106	09/12/2025	PRISTINE SERVICES LLC	JANITORIAL SVC 8/25	25219	$2,279.28
V529107	09/12/2025	PROPERTY SERVICES GC	2025-040B FY22/23 MAR	MARTINEZ A	$49,580.00
V529107	09/12/2025	PROPERTY SERVICES GC	2025-050B FY22/23 REY	REYNOLDS J	$50,450.00
V529107	09/12/2025	PROPERTY SERVICES GC	2025-069B FY22/23 NOW	NOWAK MA	$46,800.00
V529108	09/12/2025	QUORUM SERVICES LLC	PLAN REVIEWS FOR NEW SING	25-1556	$1,750.00
V529109	09/12/2025	RATP DEV USA INC	TRANSIT MANAGEMENT AND OP	8OHE25	$299,749.83
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607683	$16.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607684	$16.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607685	$36.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607686	$46.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607687	$46.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607688	$46.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607731	$26.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607741	$52.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607742	$62.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607743	$62.50
V529110	09/12/2025	REDWIRE LLC	9/25 MONITORING	607744	$62.50
V529110	09/12/2025	REDWIRE LLC	REPAIR SERVICES AS NEED F	608266	$187.50
V529110	09/12/2025	REDWIRE LLC	W4M110809S SAO 9/25	607682	$16.50
V529111	09/12/2025	REPUBLIC SERVICES OF FLORIDA LP	307620000965 3864022	762003864022	$27.44
V529111	09/12/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014159 3869842	762003869842	$4,938.72
V529112	09/12/2025	ROBERT A BUCKNER	09/15/25-10/14/25	SEPTEMBER 25	$8,590.46
V529113	09/12/2025	ROBERT WHITMORE FUND	DED:120 WHITMORE		$238.07
V529114	09/12/2025	SEGGIE CUSTOM BUILDERS LLC	24-TFG00704 MNMT SIGN	PAYREQ#4	$1,530.00
V529115	09/12/2025	SHERMAN MECHANICAL CONTRACTORS LLC	HVAC SERVICE - PROVIDE M	113851516	$237.50
V529116	09/12/2025	SHI INTERNATIONAL CORP	24/7 PRODUCTION LEVEL HW	B20125222	$3,837.69
V529116	09/12/2025	SHI INTERNATIONAL CORP	3.84 TB NVME SSD	B20083853	$7,868.28
V529116	09/12/2025	SHI INTERNATIONAL CORP	64GB MEMORY MODULE (5600M	B20083853	$4,909.08
V529116	09/12/2025	SHI INTERNATIONAL CORP	C13/C14, 10A, 4FT POWER C	B20083853	$65.79
V529116	09/12/2025	SHI INTERNATIONAL CORP	C13/C14, 10A, 4FT POWER C	B20125222	$65.79
V529116	09/12/2025	SHI INTERNATIONAL CORP	EDUCATION, ENTERPRISE CLO	B20125222	$21,632.62
V529116	09/12/2025	SHI INTERNATIONAL CORP	ESTIMATED SHIPPING/HANDLI	B20083853	$1,200.00
V529116	09/12/2025	SHI INTERNATIONAL CORP	ESTIMATED SHIPPING/HANDLI	B20200343	$19.08
V529116	09/12/2025	SHI INTERNATIONAL CORP	INFRASTRUCTURE MODERNIZAT	B20125222	$10,932.36
V529116	09/12/2025	SHI INTERNATIONAL CORP	NX-1175S-G9, 1 NODE;	B20083853	$17,553.21
V529116	09/12/2025	SHI INTERNATIONAL CORP	POLY STUDIO X72 VIDEO CON	B20200343	$5,618.00
V529116	09/12/2025	SHI INTERNATIONAL CORP	SMC 25/10GBE, 2-PORT, NIC	B20083853	$1,239.39

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V529116	09/12/2025	SHI INTERNATIONAL CORP	SUBSCRIPTION, NUTANIX CLO	B20125222	$60,126.12
V529116	09/12/2025	SHI INTERNATIONAL CORP	TPM 2.0 MODULE UNPROVISIO	B20083853	$246.72
V529117	09/12/2025	SUNRISE CONSULTING GROUP	09/25 CONSULTING SVC	2368	$6,000.00
V529118	09/12/2025	SUNSHINE STATE ONE CALL OF FL INC	8/25 LINE LOCATES	PSINV1052700	$98.38
V529119	09/12/2025	SUPERIOR ASPHALT INC	ASPHALT CONCRETE TYPE SP-	252001-07	$4,098.36
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6403	$103.00
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6404	$103.00
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6403	$257.50
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6404	$257.50
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6403	$180.25
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6404	$180.25
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6403	$603.89
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6404	$603.89
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6403	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6404	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6403	$252.33
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6404	$252.33
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6403	$503.60
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6404	$503.60
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6403	$150.98
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6404	$150.98
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6403	$150.98
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6404	$150.98
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6403	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6404	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6403	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6404	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6403	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6404	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6403	$878.72
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6404	$878.72
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6403	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6404	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6403	$252.33
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6404	$252.33
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6403	$252.33

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6404	$252.33
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6403	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6404	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6403	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6404	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6403	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6404	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6403	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6404	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6403	$352.62
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6404	$352.62
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6403	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6404	$101.35
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6403	$201.65
V529120	09/12/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6404	$201.65
V529121	09/12/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-536504	$14,800.00
V529121	09/12/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-536505	$14,800.00
V529122	09/12/2025	UNIVERSITY OF SOUTH FLORIDA	PROJ DEV/TECH SUPP	GM-00244382	$53,159.79
V529122	09/12/2025	UNIVERSITY OF SOUTH FLORIDA	T/O # 2024-1 PROJECT DEVE	GM-00244382	$50,000.00
V529123	09/12/2025	VERIZON WIRELESS	742194571-00001 8/23	6121827464	$108.21
V529123	09/12/2025	VERIZON WIRELESS	821883073-00006 8/23	6121839446	$276.08
V529124	09/12/2025	VULCAN INC	SHEETING, REFLECTIVE, ORD	R63732	$765.00
V529124	09/12/2025	VULCAN INC	SHEETING, REFLECTIVE, ORD	R63860	$1,683.00
V529125	09/12/2025	WEST FLORIDA AGGREGATES LLC	FDOT COMPLIANT LIMEROCK S	45069	$28,974.48
V529126	09/12/2025	WEX BANK	0496001443936	107018412	$41,478.09
V529126	09/12/2025	WEX BANK	0496005041520	107065211	$167.44
Summary					**$5,951,261.43**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287832	09/16/2025	ALEXIA JONIAUX & YAMANI EL RACHID	4355 SUTHERLAND ST	PB00009-02	$60.92
287833	09/16/2025	AMBER MOLINA	9426 SANTORO ST	S812345-08	$69.02
287834	09/16/2025	ANA M MEJIA	31093 SATINLEAF RUN	RW00621-04	$152.02
287835	09/16/2025	ANA ROJAS	10445 DUNKIRK RD	S808815-03	$48.67
287836	09/16/2025	ANGELIQUE N ANDREW	7403 MEAD DR	S606886-07	$19.82
287837	09/16/2025	ASHLEY MCGREVEY	11574 LAVENDER LOOP	VE00075-04	$304.99
287838	09/16/2025	BAM REALTY ADVISORS	4269 RIVER BIRCH DR	LW00003-07	$14.39
287839	09/16/2025	BEATRIS Z BEHAR	1131 BENTLEY AVE	S800745-06	$37.59
287840	09/16/2025	BECCI M RANDAZZO	13373 LAWRENCE ST	OK00016-04	$33.73
287841	09/16/2025	BERKSHIRE HATHAWAY HOME SERVICES FL	6358 DAKOTA DR	HL00205-10	$254.26
287842	09/16/2025	BEVERLY H CORMAN	7086 BARCLAY AVE APT B	CC00037-28	$292.93
287843	09/16/2025	BROCK J BRYAN	200 FAIRMONT DR	AV00011-12	$108.95
287844	09/16/2025	CAITLYN L BALDERSTONE	4369 AZORA RD	S808868-13	$145.93
287845	09/16/2025	CAMBREN A DAVIS	7448 MORELLI AVE	BK01579-07	$213.59
287846	09/16/2025	CASH KING REALTY INC	27343 FLAGLER AVE	HL00439-13	$50.21
287847	09/16/2025	CENTURY COMPLETE W FL 8207	6028 KNOLLWOOD DR	RM01183-00	$42.60
287848	09/16/2025	CHERLYN A MENDES	12335 GEORGE DR	HI00327-03	$41.23
287849	09/16/2025	CHRISTOPHER MURPHY	13216 ANTELOPE ST	S911627-11	$5.03
287850	09/16/2025	CHRISTOPHER R CIANI	8123 RIDGE DALE AVE	BK00694-06	$23.94
287851	09/16/2025	CORY A BYRD	13180 LAWRENCE ST	S904828-02	$50.01
287852	09/16/2025	DALTON D HEATH	3397 CRAPE MYRTLE DR	HB01066-14	$44.29
287853	09/16/2025	DARWIN VILLEDA	1142 NEWHOPE RD	S605559-01	$212.17
287854	09/16/2025	DAVID & MARY BUTTERFIELD	195 RUSK CIR	S603600-02	$78.26
287855	09/16/2025	DEENA M GROVES	11279 REDGATE ST	S912840-03	$105.70
287856	09/16/2025	DIRECT EXPRESS REALTY LLC	4545 CRESCENT RD	S607559-10	$12.45
287857	09/16/2025	DONALD MILLER SR	8301 WEEPING WILLOW ST	PG01018-02	$4.86
287858	09/16/2025	DONALD P FERNBACKER	7487 CANTERBURY ST	S604384-15	$149.97
287859	09/16/2025	DONNA J ARMSTEAD	29157 HECKLEMAN ST	BW00085-00	$210.01
287860	09/16/2025	DONNA M & MARION E YALE JR	7359 PINEHURST DR	S606662-18	$145.78
287861	09/16/2025	DUTCH A PEREZ	9140 BLAINE RD	S812718-13	$31.76
287862	09/16/2025	EASY RENT 999 LLC	7318 LAMPLIGHTER ST	S607953-09	$51.54
287863	09/16/2025	EDUARDO JORGES	1142 TRYON CIR	S608356-02	$44.77
287864	09/16/2025	EDWARD B & ELIZABETH W DOLAN	30808 WATER LILY DR	RW00816-03	$187.47
287865	09/16/2025	EDWARD P RALEIGH	7235 ANHINGA CT	RO00201-08	$145.95
287866	09/16/2025	EDWARD V KESSLER	1316 SYLVIA AVE D	S605204-06	$4.17
287867	09/16/2025	EXZIA A REYES	6160 TIPTON LN	S601391-07	$61.35
287868	09/16/2025	FELIX DESIO	9749 SCEPTER AVE	BK01717-07	$69.04
287869	09/16/2025	FKH SFR M LP	250 PORTLAND AVE	S608399-03	$7.05
287870	09/16/2025	FLTR LLC	3263 SEA GRAPE DR	HB02036-06	$292.40
287871	09/16/2025	FRANCIS & DEBORAH FALZON	14230 MONTCLAIR DR	BK02251-03	$43.52
287872	09/16/2025	GARRY & AMY KNISELY	11025 HOBSON ST	S102558-02	$30.16

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287873	09/16/2025	GARY KRAATZ III	7372 CANTERBURY ST	S607360-07	$185.26
287874	09/16/2025	HABITAT FOR HUMANITY PINELLAS CO	27092 AUBREY AVE	HL00269-05	$325.19
287875	09/16/2025	HAROLD & JOY OBRIEN	8056 SPANISH OAK DR	BM00917-03	$0.00
287876	09/16/2025	HERNANDO INVESTMENT PROPERTIES LLC	7174 FAIRLANE AVE	HI01049-06	$195.80
287877	09/16/2025	HPA CL1 LLC	4530 GONDOLIER RD	S903618-06	$44.69
287878	09/16/2025	ILIANYS OLIVERA	6121 SPRING HILL DR	S602790-05	$37.05
287879	09/16/2025	INES MARIA PEREZ RODRIGUEZ	6369 SPRING HILL DR	S605799-12	$127.05
287880	09/16/2025	INVITATION HOMES 7 FLORIDA LLC	4133 OBSIDIAN DR	IA32189-00	$231.78
287881	09/16/2025	INVITATION HOMES 7 FLORIDA LLC	4103 OBSIDIAN DR	IA32192-00	$231.78
287882	09/16/2025	INVITATION HOMES 7 FLORIDA LLC	4125 OBSIDIAN DR	IA32188-00	$130.50
287883	09/16/2025	INVITATION HOMES 7 FLORIDA LP	4106 GOLDFOIL RD	CD00080-01	$107.99
287884	09/16/2025	INVITATION HOMES 7 FLORIDA LP	4106 OBSIDIAN DR	CD00101-01	$178.20
287885	09/16/2025	INVITATION HOMES 7 FLORIDA LP	4088 OBSIDIAN DR	CD00108-01	$196.43
287886	09/16/2025	INVITATION HOMES 7 FLORIDA LP	4068 OBSIDIAN DR	CD00110-01	$155.34
287887	09/16/2025	JAMES BREMER	6315 HOLIDAY DR	S607753-10	$279.69
287888	09/16/2025	JASON C FREEMAN	2284 GODFREY AVE	S901163-02	$100.79
287889	09/16/2025	JEFF BLANDFORD	11002 TIMBERCREST RD	S814167-00	$453.11
287890	09/16/2025	JENNIFER BODTMANN	9302 PICASSO ST	S808796-04	$285.95
287891	09/16/2025	JENNIFER D LEE	5087 OYSTER CT	RO00315-03	$73.13
287892	09/16/2025	JENNIFER LAMSON	1038 SHENANDOAH LN	S601033-03	$4.14
287893	09/16/2025	JEREMY A SAVELL	9204 SWISS RD	S607764-12	$61.35
287894	09/16/2025	JONATHAN T BERRY	9400 MERRIWEATHER DR	GL00333-07	$53.94
287895	09/16/2025	JORGE DANIEL DIAZ KROPMAN	9356 CHASE ST	S606429-04	$133.30
287896	09/16/2025	JOSE E PENA	7470 CANTERBURY ST	S606076-09	$170.56
287897	09/16/2025	JOSIAS M GARCIA	4368 EDENROCK PL	SL01059-10	$197.76
287898	09/16/2025	JUDITH MARY REIMNITZ	1098 SHENANDOAH LN	S604022-04	$6.78
287899	09/16/2025	JUICEE'S BIKER BOUTIQUE	13591 LINDEN DR	C910183-06	$103.52
287900	09/16/2025	JVA IL LLC	13190 DRYSDALE ST	S907590-03	$92.30
287901	09/16/2025	KARISSA RODRIGUEZ	1041 ALTOONA AVE	S911540-08	$51.31
287902	09/16/2025	KAYLA M & TYLER HOLSINGER	15839 DURANGO CIR	VR00005-06	$169.87
287903	09/16/2025	KENNETH L & VICKI K REIGHTLER	9375 FRENCH QUARTERS CIR	GL00097-12	$136.80
287904	09/16/2025	KENNETH R JENSEN	7462 BLACKHAWK TRL	WK00238-17	$86.82
287905	09/16/2025	KRISTINA MASON	7428 WABASH TRL	WK00465-14	$54.90
287906	09/16/2025	KYLE BRENNAMAN	4367 CANONGATE CT	SL00534-14	$216.56
287907	09/16/2025	LILA M NOLAN	7423 WOODHOLLOW RD	TB00788-03	$165.69
287908	09/16/2025	LUNOHAH INVESTMENTS LLC	12446 ARSLAN LN	S904558-01	$54.09
287909	09/16/2025	MAGNOLIA TRUST LLC	10441 MATTERHORN CT	S812799-10	$46.30
287910	09/16/2025	MARIAH A KALE	7730 PINEHURST DR	S603931-14	$190.98
287911	09/16/2025	MARIE DIONNE	6353 SPRING HILL DR	S101058-01	$83.43
287912	09/16/2025	MARILYN RODRIGUEZ BASTISTA	12663 EDDINGTON RD	S903473-01	$137.16
287913	09/16/2025	MARTHA BOWEN	8484 BELMONT RD	S604788-06	$106.44

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Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287914	09/16/2025	MARY E DUNN	5423 ABAGAIL DR	S807031-00	$50.00
287915	09/16/2025	MATTHEW M OHLEY	13116 HAVERHILL DR	SL01107-06	$91.41
287916	09/16/2025	MAXIMO DIAZ	7094 HOLIDAY DR	S605127-14	$82.24
287917	09/16/2025	MAZEN ALI H MAGHRABY	3228 GREYNOLDS AVE	S808328-18	$61.03
287918	09/16/2025	MELISSA GREENE	10469 CAPTAIN DR	S810005-15	$37.63
287919	09/16/2025	MIA MONTGOMERY	7420 POND CIR	S606799-14	$108.97
287920	09/16/2025	MICASSA LLC	485 STILLWATER AVE	S602019-02	$176.09
287921	09/16/2025	MILTON J & MARIA RODRIGUEZ	7114 FIRESIDE ST	S600475-09	$154.92
287922	09/16/2025	MONICA M FARRINGTON	10306 USHER ST	S811030-21	$51.08
287923	09/16/2025	NANCY R CUNNINGHAM	3036 EAGLE BEND RD	TB00253-02	$85.30
287924	09/16/2025	NICHOLAS J GARRARD	30459 PARK RIDGE DR	RW00022-03	$2.43
287925	09/16/2025	OSCAR FERNANDO PLATA	967 HILL FLOWER DR	TR00445-05	$159.90
287926	09/16/2025	PATRICIA A WHITE	4279 NEWPORT DR	HB01175-04	$129.18
287927	09/16/2025	PATRICIA ANN HERZOG	5461 COLCHESTER AVE	S101253-01	$15.13
287928	09/16/2025	PAUL C HUMPHREY	5503 ASHLAND DR	S604917-03	$334.05
287929	09/16/2025	PAULETTE GUSTAFSON	11416 BILLINGHAM BLVD	S906174-01	$47.80
287930	09/16/2025	PB AND PROPERTIES LLC	2781 LANDOVER BLVD	S801682-05	$181.57
287931	09/16/2025	PULTE HOME COMPANY LLC	4111 OBSIDIAN DR	IA32191-00	$231.78
287932	09/16/2025	PULTE HOME COMPANY LLC	4079 OBSIDIAN DR	IA32197-00	$231.78
287933	09/16/2025	PULTE HOME COMPANY LLC	4055 OBSIDIAN DR	IA32222-00	$231.78
287934	09/16/2025	PULTE HOME COMPANY LLC	3926 OBSIDIAN DR	IA32223-00	$231.78
287935	09/16/2025	PULTE HOME COMPANY LLC	3934 OBSIDIAN DR	IA32224-00	$231.78
287936	09/16/2025	PULTE HOME COMPANY LLC	3958 OBSIDIAN DR	IA32226-00	$231.78
287937	09/16/2025	PULTE HOME COMPANY LLC	4039 OBSIDIAN DR	IA32234-00	$231.78
287938	09/16/2025	PULTE HOME COMPANY LLC	3950 OBSIDIAN DR	IA32235-00	$231.78
287939	09/16/2025	RACHEL L REDDERSON	4355 ODIN ST	S800063-01	$12.05
287940	09/16/2025	RAYANNA M PEARSON	482 BRIARWOOD LN	S602871-09	$87.20
287941	09/16/2025	RICARDO E SUAREZ GARTNER	12484 CURRY DR	S906130-16	$39.82
287942	09/16/2025	RICHARD D TUBBS	11143 HOLBROOK ST	S901108-05	$104.01
287943	09/16/2025	RICHARD RAVELLA	7464 CANTERBURY ST	S607016-07	$114.79
287944	09/16/2025	RICHARD RICARDO & TALIA CLEMENTE	6360 SPRING HILL DR	S602433-05	$241.11
287945	09/16/2025	RIFFAT HUSSAIN	14136 PAYNE ST	S101304-01	$2.42
287946	09/16/2025	RIVERA ANGELICA REV LIVING TRUST	4022 LANDOVER BLVD	S912467-07	$50.95
287947	09/16/2025	ROBERT J & BERTHA P RUCKEY	5072 BUCCANEER BLVD	FG00076-04	$48.85
287948	09/16/2025	ROBERT J HANCOCK	7360 GATES CIR	S605237-02	$137.55
287949	09/16/2025	ROBERT LAMENDOLA	1377 TROY AVE	S607177-06	$54.81
287950	09/16/2025	ROBIN L CAMPBELL	10365 LAFOY RD	S801025-03	$38.32
287951	09/16/2025	ROGAR MANAGEMENT	BLACKBIRD & COREZ	XX01828-00	$2,565.98
287952	09/16/2025	RONALD R PERREAULT	30985 SILVER STAGE DR	IA31326-00	$156.05
287953	09/16/2025	RONNIE HOLLAND & SAMANTHA HEADLEY	2451 APPIAN AVE	S811830-16	$52.15
287954	09/16/2025	ROTTANA CHOUK	4121 JASON RD	S814275-01	$169.26
287955	09/16/2025	RUSHAD F JUYIA	6153 MOUNTAIN WAY AVE	S801444-04	$39.08

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287956	09/16/2025	RUTH LA MORTE	302 GLENN IVY TER	S813333-17	$162.92
287957	09/16/2025	RYAN M KAUFMAN	6153 BELKTON AVE	S806759-10	$46.16
287958	09/16/2025	RYAN M RUTLEDGE	353 SPRING HAVEN LOOP	S104255-15	$68.74
287959	09/16/2025	SARAH ORTIZ VELEZ	4224 CARLOS CT	HB01083-09	$85.06
287960	09/16/2025	SFR ACQUISITIONS 2 LLC	360 TELFORD CT	S601058-01	$38.98
287961	09/16/2025	SFR ACQUISITIONS 2 LLC	370 TELFORD CT	S605686-04	$44.39
287962	09/16/2025	SFR JV 1 2021 1 BORROWER LLC	13001 FISH COVE DR	S104324-17	$57.02
287963	09/16/2025	SFR JV-1 2020-1 BORROWER LLC	4369 MONTANO AVE	S908715-14	$57.23
287964	09/16/2025	SHARON A ALLEN	5676 LEGEND HILLS LN	SI00877-02	$65.75
287965	09/16/2025	SOUTHERN PROPERTY RESOLUTION	26469 KEVIN KELLY AVE	HL00097-11	$199.30
287966	09/16/2025	STAR 2021-SFR1 BORROWER LP	6256 KIMBALL CT	S607454-13	$215.35
287967	09/16/2025	STEFANO DE BELLIS	8185 OMAHA CIR	S102001-13	$177.38
287968	09/16/2025	STEPHANIE L HOLTON	7278 POND CIR	S604619-06	$133.33
287969	09/16/2025	STEPHANIE N NIEVES	11100 MONARCH ST	S909698-13	$23.50
287970	09/16/2025	STEVE BOZSANYI	11265 SALTERS ST	S907170-00	$333.56
287971	09/16/2025	STEVEN LEE & LISA CARPENTER	7495 BIRDLAND CRES	LW00247-01	$40.10
287972	09/16/2025	SUSAN SHARPLES	8017 FIAT AVE	BK01682-04	$315.46
287973	09/16/2025	TECHNOLOGY DEVELOPMENT CONSULTANTS	5484 MOONGATE RD	S606683-01	$55.09
287974	09/16/2025	TIMOTHY R & MELANIE N BLANKENSHIP	14143 WAKE ROBIN DR	TR00080-05	$88.26
287975	09/16/2025	TOTAL REALTY MANAGEMENT	4071 WINDSWEPT AVE	S600648-04	$330.59
287976	09/16/2025	TOTAL REALTY MANAGEMENT	11264 TOPAZ ST	S803981-04	$96.10
287977	09/16/2025	TRACY A RAMIREZ	4503 HIGATE RD	S906309-13	$232.56
287978	09/16/2025	TRADE IN HOLDINGS LLC	12470 ELGIN BLVD	S910165-02	$212.92
287979	09/16/2025	TRICON SFR 2024 4 BORROWER LLC	29350 FEDORA CIR	TG00174-05	$205.30
287980	09/16/2025	TROY P JOHNSON	3382 GRETNA DR	S905606-08	$8.69
287981	09/16/2025	TYRONE K LEACH CHAVEZ	1246 NEWHOPE RD	S601599-16	$126.40
287982	09/16/2025	VANESSA G FINNEY	4545 COLLINS RD	S601040-08	$16.52
287983	09/16/2025	VINCENT MISTRETTA III	13125 JESSICA DR	S904396-03	$90.81
287984	09/16/2025	WAYNE J & DOLORES R DENSLOW	3400 ROSEBAY CT	PP00636-05	$60.79
287985	09/16/2025	WILCHARD MESIDOR	14753 NAIMISHA LOOP	S911749-15	$44.80
287986	09/16/2025	WILLIAM H JOHNSON JR TTEE	6103 FAIRWAY DR	RM01189-02	$50.83
287987	09/16/2025	WILLIE KENNERLY & TRINA MARROW	3504 BEAUMONT LOOP	SL01014-20	$77.57
287988	09/16/2025	WILMER A REYES CORREA	4361 AZORA RD	S800004-04	$54.45
287989	09/16/2025	WOODLAND PROPERTY RENTALS LLC	6399 BOXWOOD ST	HL00496-26	$49.29
287990	09/16/2025	YASMANY HERNANDEZ	3230 AZALEA DR	HB02221-00	$86.20
287991	09/16/2025	YUSDEL VALDIVIA ROSABAL	14133 INDIGO ST	S900762-01	$22.06
287992	09/19/2025	A C SCHULTES OF FLORIDA INC	24-C00563 REL RETANGE	PAYREQ#7	$52,138.58
287992	09/19/2025	A C SCHULTES OF FLORIDA INC	24-C00563 WISCON WTP	PAYREQ#7	$63,428.50
287993	09/19/2025	ADVANCE LOCAL ALABAMA MEDIA GROUP	HB RECOVERY CAMPAIGN	3445699	$5,000.00
287994	09/19/2025	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE - PROVIDE M	144819	$4,309.82
287995	09/19/2025	ALL OHIO 24/7	PROCESS SERVER	9-17-25	$89.00

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287996	09/19/2025	ALYCIA ROBERTS	REFUND	21236	$372.75
287997	09/19/2025	AMERICAN BIO-WASTE SOLUTIONS	00196420 AUG 2025	112400	$912.00
287998	09/19/2025	AMERICAN STANDARD LANDSCAPING LLC	PART A: THE OAKS MSBU - M	7820	$300.00
287998	09/19/2025	AMERICAN STANDARD LANDSCAPING LLC	PART A: THE OAKS MSBU - T	7820	$300.00
287998	09/19/2025	AMERICAN STANDARD LANDSCAPING LLC	PART B: REGENCY OAKS MSBU	7820	$450.00
287998	09/19/2025	AMERICAN STANDARD LANDSCAPING LLC	PART C: BERKELEY MANOR MS	7820	$350.00
287998	09/19/2025	AMERICAN STANDARD LANDSCAPING LLC	PART D: HERNANDO BEACH BO	7820	$450.00
287999	09/19/2025	AMPED ELECTRIC LLC	DPR COMM	1508825	$0.20
287999	09/19/2025	AMPED ELECTRIC LLC	DPR SURCHARGE	1508825	$1.80
287999	09/19/2025	AMPED ELECTRIC LLC	PERMIT FEE	1508825	$110.01
287999	09/19/2025	AMPED ELECTRIC LLC	RADON COMM	1508825	$0.25
287999	09/19/2025	AMPED ELECTRIC LLC	RADON SURCHARGE	1508825	$2.22
287999	09/19/2025	AMPED ELECTRIC LLC	TECH FEE	1508825	$15.00
287999	09/19/2025	AMPED ELECTRIC LLC	UNLICENSED CONTR FEE	1508825	$13.84
288000	09/19/2025	ARROYO PROCESS EQUIPMENT INC	ESTIMATED SHIPPING/HANDLI	334987793	$298.64
288000	09/19/2025	ARROYO PROCESS EQUIPMENT INC	REPAIR OF CORNELL PUMP #2	334987793	$14,931.95
288001	09/19/2025	BUCKEYE CLEANING CENTERS	SUPPLIES, JANITORIAL, ORD	90698869	$446.00
288002	09/19/2025	CENTRALSQUARE TECHNOLOGIES LLC	LUCITY 811 INTEGRATION	445172	$360.00
288002	09/19/2025	CENTRALSQUARE TECHNOLOGIES LLC	PUBLIC ADMIN PROJECT MANA	445158	$225.00
288003	09/19/2025	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	154275	$320.00
288004	09/19/2025	CHARTER COMMUNICATIONS	166978701 9/1-9/30	166978701L5	$240.00
288005	09/19/2025	CHARTER COMMUNICATIONS	166978901 9/1-9/30	166978901L5	$663.33
288006	09/19/2025	CHARTER COMMUNICATIONS	096643101 9/1-9/30	96643101L4	$182.13
288007	09/19/2025	CITY OF BROOKSVILLE	1181175060-11	1181175060K5	$885.66
288008	09/19/2025	CLEANPIX CORPORATION	9/25 SERVICE FEE	13595	$245.00
288009	09/19/2025	COFFIN & MCLEAN ASSOCIATES INC	AERIAL SURVEYS/MAPPING: P	25-126	$1,475.00
288010	09/19/2025	COMMUNICATIONS INTERNATIONAL INC	RADIO COMMUNICATION: PROG	PI183118	$80.50
288010	09/19/2025	COMMUNICATIONS INTERNATIONAL INC	RADIO COMMUNICATION: XK-C	PI183118	$244.80
288010	09/19/2025	COMMUNICATIONS INTERNATIONAL INC	RADIO COMMUNICATION: XK-F	PI183118	$0.02
288010	09/19/2025	COMMUNICATIONS INTERNATIONAL INC	RADIO COMMUNICATION: XK-H	PI183118	$28.80
288010	09/19/2025	COMMUNICATIONS INTERNATIONAL INC	RADIO COMMUNICATION: XK-N	PI183118	$64.80
288010	09/19/2025	COMMUNICATIONS INTERNATIONAL INC	RADIO COMMUNICATION: XK-P	PI183118	$3,931.26
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X353353	$481.56
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X361949	$207.55
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X429570	$799.00
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X479618	$319.60
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X480830	$2,462.55
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X481944	$746.80

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288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X482048	$28.88
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X502875	$3,383.00
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X511670	$277.08
288012	09/19/2025	CORE & MAIN LP	SEWER LINES MATERIALS, PA	X536039	$408.69
288012	09/19/2025	CORE & MAIN LP	SEWER LINES,SEWER PLANTS,	X429570	$607.08
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X338923	$894.90
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X343088	$1,867.90
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X353353	$481.56
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X354977	$1,145.60
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X361949	$207.55
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X362670	$369.44
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X400908	$2,023.20
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X429570	$799.00
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X476159	$450.00
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X479618	$319.60
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X480830	$2,462.55
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X482048	$28.87
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X502875	$3,383.00
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X511670	$277.08
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X514567	$690.00
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X536039	$408.69
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X551745	$1,316.40
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X575764	$138.00
288012	09/19/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X576734	$600.00
288012	09/19/2025	CORE & MAIN LP	WATERLINES, SEWER LINES,	X280746	$1,353.33
288012	09/19/2025	CORE & MAIN LP	WATERLINES, WATERPLANTS,	X429570	$607.08
288013	09/19/2025	CROSS CONSTRUCTION SERVICES INC	PORT AUTHORITY DEMO	CS19699A	$26,200.00
288014	09/19/2025	DAVIES CLAIMS NORTH AMERICA INC	8/25 BANK STATEMENT	9/3/2025	$3,963.87
288018	09/19/2025	DUKE ENERGY	9100 8194 7336	81947336K5	$2,550.87
288018	09/19/2025	DUKE ENERGY	9100 8194 7542	81947542K5	$836.75
288018	09/19/2025	DUKE ENERGY	9100 8194 7724	81947724K5	$1,009.46
288018	09/19/2025	DUKE ENERGY	9100 8502 2138	85022138K5	$26,991.69
288018	09/19/2025	DUKE ENERGY	9100 8502 2683	85022683K5	$216.11
288018	09/19/2025	DUKE ENERGY	9100 8506 7008	85067008K5	$274.98
288018	09/19/2025	DUKE ENERGY	9100 8506 8075	85068075K5	$999.89
288018	09/19/2025	DUKE ENERGY	9100 8506 8249	85068249K5	$1,962.50
288018	09/19/2025	DUKE ENERGY	9100 8506 8364	85068364K5	$278.70
288018	09/19/2025	DUKE ENERGY	9100 8506 8687	85068687K5	$653.29
288018	09/19/2025	DUKE ENERGY	9100 8506 8835	85068835K5	$114.28
288018	09/19/2025	DUKE ENERGY	9100 8506 9125	85069125K5	$2,627.72
288018	09/19/2025	DUKE ENERGY	9100 8506 9753	85069753K5	$34.68
288018	09/19/2025	DUKE ENERGY	9100 8507 0251	85070251J5	$38.29

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288018	09/19/2025	DUKE ENERGY	9100 8507 0251	85070251K5	$91.43
288018	09/19/2025	DUKE ENERGY	9100 8507 0566	85070566K5	$234.13
288018	09/19/2025	DUKE ENERGY	9100 8507 0798	85070798K5	$2,768.64
288018	09/19/2025	DUKE ENERGY	9100 8511 1104	85111104K5	$131.32
288018	09/19/2025	DUKE ENERGY	9100 8511 1261	85111261K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8511 2064	85112064K5	$379.02
288018	09/19/2025	DUKE ENERGY	9100 8511 2808	85112808K5	$322.83
288018	09/19/2025	DUKE ENERGY	9100 8511 3130	85113130K5	$566.33
288018	09/19/2025	DUKE ENERGY	9100 8511 3619	85113619K5	$462.32
288018	09/19/2025	DUKE ENERGY	9100 8511 4363	85114363K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8512 4042	85124042K5	$8,034.40
288018	09/19/2025	DUKE ENERGY	9100 8531 5675	85315675K5	$104.92
288018	09/19/2025	DUKE ENERGY	9100 8531 6030	85316030K5	$147.72
288018	09/19/2025	DUKE ENERGY	9100 8531 6204	85316204K5	$21,740.35
288018	09/19/2025	DUKE ENERGY	9100 8531 6379	85316379K5	$226.84
288018	09/19/2025	DUKE ENERGY	9100 8531 6577	85316577K5	$141.37
288018	09/19/2025	DUKE ENERGY	9100 8531 6973	85316973K5	$895.29
288018	09/19/2025	DUKE ENERGY	9100 8531 7346	85317346K5	$456.30
288018	09/19/2025	DUKE ENERGY	9100 8531 7908	85317908K5	$99.89
288018	09/19/2025	DUKE ENERGY	9100 8531 8082	85318082K5	$126.65
288018	09/19/2025	DUKE ENERGY	9100 8531 8256	85318256K5	$208.10
288018	09/19/2025	DUKE ENERGY	9100 8551 9568	85519568K5	$893.79
288018	09/19/2025	DUKE ENERGY	9100 8552 1603	85521603K5	$118.55
288018	09/19/2025	DUKE ENERGY	9100 8556 5499	85565499K5	$1,593.34
288018	09/19/2025	DUKE ENERGY	9100 8558 9401	85589401J5	$277.19
288018	09/19/2025	DUKE ENERGY	9100 8605 5149	86055149K5	$73.13
288018	09/19/2025	DUKE ENERGY	9100 8662 7333	86627333K5	$50.72
288018	09/19/2025	DUKE ENERGY	9100 8662 7515	86627515K5	$68.80
288018	09/19/2025	DUKE ENERGY	9100 8662 7698	86627698K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8662 7896	86627896K5	$171.67
288018	09/19/2025	DUKE ENERGY	9100 8662 8079	86628079K5	$69.46
288018	09/19/2025	DUKE ENERGY	9100 8662 8285	86628285K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8662 8441	86628441K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8662 8805	86628805K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8662 9004	86629004K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8662 9187	86629187K5	$31.67
288018	09/19/2025	DUKE ENERGY	9100 8662 9385	86629385K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8662 9921	86629921K5	$725.57
288018	09/19/2025	DUKE ENERGY	9100 8663 0122	86630122K5	$1,280.24
288018	09/19/2025	DUKE ENERGY	9100 8663 0312	86630312K5	$48.05
288018	09/19/2025	DUKE ENERGY	9100 8663 0693	86630693K5	$30.80
288018	09/19/2025	DUKE ENERGY	9100 8740 0166	87400166K5	$30.80

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288018	09/19/2025	DUKE ENERGY	9100 8889 3741	88893741K5	$839.56
288018	09/19/2025	DUKE ENERGY	9100 8898 6860	88986860K5	$24.63
288018	09/19/2025	DUKE ENERGY	9100 9090 2821	90902821K5	$1,004.51
288018	09/19/2025	DUKE ENERGY	9101 2824 9761	28249761K5	$18.33
288018	09/19/2025	DUKE ENERGY	9101 2873 2866	28732866K5	$69.46
288018	09/19/2025	DUKE ENERGY	9101 2873 4123	28734123K5	$153.63
288018	09/19/2025	DUKE ENERGY	9101 4459 6399	44596399K5	$59.26
288018	09/19/2025	DUKE ENERGY	9101 4786 8594	47868594K5	$20.81
288018	09/19/2025	DUKE ENERGY	9101 5372 4952	53724952K5	$131.16
288018	09/19/2025	DUKE ENERGY	9101 6432 2444	64322444K5	$209.00
288018	09/19/2025	DUKE ENERGY	9101 7090 3125	70903125K5	$55.78
288018	09/19/2025	DUKE ENERGY	9101 7729 0870	77290870K5	$19.50
288018	09/19/2025	DUKE ENERGY	9101 8143 7400	81437400K5	$282.67
288018	09/19/2025	DUKE ENERGY	9101 8179 3853	81793853K5	$21.64
288018	09/19/2025	DUKE ENERGY	9101 8681 7466	86817466K5	$1,639.26
288019	09/19/2025	GAMCO PROPERTIES III INC	MOWING, SPRING HILL RESID	39467112407	$6,200.00
288020	09/19/2025	GEORGE SPOFFORD LAW PA	PRE-SUIT MEDIATION	1486	$1,300.00
288021	09/19/2025	HCUD-SOLID WASTE DIVISION	ACCT 170 AUG25	AUG25170	$19.97
288021	09/19/2025	HCUD-SOLID WASTE DIVISION	ACCT 250 AUG 25	AUG25250	$31,235.34
288021	09/19/2025	HCUD-SOLID WASTE DIVISION	ACCT 285 AUG 25	AUG25285	$209.38
288022	09/19/2025	HERNANDO COUNTY PARKS & RECREATION	WELLNESS FAIR	20921	$240.00
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	C101014-02	C10101402K5	$43.06
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	C101038-01	C10103801K5	$143.75
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	C101648-00	C10164800K5	$9.85
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	HC00082-00	HC0008200K5	$53.47
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	HC00088-00	HC0008800K5	$52.67
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	WC00008-00	WC0000800L5	$387.75
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	WC00017-00	WC0001700K5	$79.43
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	WC00027-00	WC0002700K5	$161.08
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	WC00036-00	WC0003600K5	$95.43
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	WC00053-00	WC0005300K5	$35.85
288023	09/19/2025	HERNANDO COUNTY UTILITIES DEPT	WC00055-00	WC0005500L5	$117.67
288024	09/19/2025	ITI DIGITAL LLC	AUTOMATED EVENTS CALENDAR	53474	$1,750.00
288024	09/19/2025	ITI DIGITAL LLC	BUSINESS CONCIERGE, (4) P	53474	$1,500.00
288024	09/19/2025	ITI DIGITAL LLC	BUSINESS LISTINGS, (4) PA	53474	$1,750.00
288024	09/19/2025	ITI DIGITAL LLC	INSTAGRAM USER-GENERATED	53474	$1,200.00
288024	09/19/2025	ITI DIGITAL LLC	ITINERARY LIBRARY, (4) PA	53474	$1,750.00
288024	09/19/2025	ITI DIGITAL LLC	PARTNER PORTAL, (4) PAYME	53474	$1,000.00
288024	09/19/2025	ITI DIGITAL LLC	TRIP PLANNER, (4) PAYMENT	53474	$750.00
288024	09/19/2025	ITI DIGITAL LLC	WORDPRESS HOSTING & SUPPO	53474	$3,500.00

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288025	09/19/2025	IVS INC	ANGELTRAX VULCANV1284HC M	670053	$25,170.81
288025	09/19/2025	IVS INC	CONLABOR-WIRELESS: CONTRA	670053	$1,050.00
288025	09/19/2025	IVS INC	CONTLABOR: INSTALLATION O	670053	$7,205.00
288025	09/19/2025	IVS INC	CONTLABOR: REINSTALLATION	670053	$3,500.00
288025	09/19/2025	IVS INC	CONTLABOR-UNINSTALL CUT A	670053	$250.00
288025	09/19/2025	IVS INC	DATAPLAN 1: ANGELTRAX MON	670053	$2,520.00
288025	09/19/2025	IVS INC	HD1700V: VULCAN SEWRIES 1	670053	$3,694.88
288025	09/19/2025	IVS INC	HD9CBL: 29.53FT. HD CAMER	670053	$222.88
288025	09/19/2025	IVS INC	HOSTED SERVER250-2	670053	$504.00
288025	09/19/2025	IVS INC	LIVEVIEW	670053	$630.00
288025	09/19/2025	IVS INC	MOTOTRAX-LT: MOTOTRAX ONL	670053	$630.00
288025	09/19/2025	IVS INC	PROSCMSLCFEE-2: PRO 8 CEN	670053	$500.00
288025	09/19/2025	IVS INC	REINSTALL KIT FOR VL2 07	670053	$4,044.60
288025	09/19/2025	IVS INC	VULPWRCBL: SECURITY KEY P	670053	$20.93
288025	09/19/2025	IVS INC	VULPWRKEY: SECURITY KEY U	670053	$55.93
288026	09/19/2025	KENNEDY ELECTRIC	DPR COMM	1507224	$0.20
288026	09/19/2025	KENNEDY ELECTRIC	DPR SURCHARGE	1507224	$1.80
288026	09/19/2025	KENNEDY ELECTRIC	PERMIT FEES	1507224	$120.00
288026	09/19/2025	KENNEDY ELECTRIC	PERMIT FEES	1509169	$165.00
288026	09/19/2025	KENNEDY ELECTRIC	PERMIT FEES	1509170	$165.00
288026	09/19/2025	KENNEDY ELECTRIC	RADON COMM	1507224	$0.27
288026	09/19/2025	KENNEDY ELECTRIC	RADON SURCHARGE	1507224	$2.43
288026	09/19/2025	KENNEDY ELECTRIC	TECH FEE	1507224	$15.00
288026	09/19/2025	KENNEDY ELECTRIC	UNLICENSED CONTR FEE	1507224	$13.84
288027	09/19/2025	KENYON & PARTNERS INC	HVAC SERVICE - PROVIDE M	21577	$1,535.54
288028	09/19/2025	KONICA MINOLTA BUSINESS SOLUTIONS	5/25 COPIER LEASE	504051124	$676.74
288028	09/19/2025	KONICA MINOLTA BUSINESS SOLUTIONS	6/25 COPIER LEASE	504051125	$676.74
288028	09/19/2025	KONICA MINOLTA BUSINESS SOLUTIONS	7/25 COPIER LEASE	504051126	$676.74
288028	09/19/2025	KONICA MINOLTA BUSINESS SOLUTIONS	8/25 COPIER LEASE	503932359	$256.87
288028	09/19/2025	KONICA MINOLTA BUSINESS SOLUTIONS	8/25 COPIER LEASE	504051127	$676.74
288028	09/19/2025	KONICA MINOLTA BUSINESS SOLUTIONS	B/W COPIES AT $0.004990 E	503932359	$46.47
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	DPR COMM	1508038	$0.20
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	DPR COMM	1508493	$0.20
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	DPR SURCHARGE	1508038	$1.80
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	DPR SURCHARGE	1508493	$1.80
288029	09/19/2025	LAWN MEDIC LANDSCAPING &	PERMIT FEES	1508038	$93.34

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		IRRIGATION			
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	PERMIT FEES	1508493	$93.34
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	RADON COMM	1508038	$0.21
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	RADON COMM	1508493	$0.21
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	RADON SURCHARGE	1508038	$1.89
288029	09/19/2025	LAWN MEDIC LANDSCAPING & IRRIGATION	RADON SURCHARGE	1508493	$1.89
288030	09/19/2025	MAJORIA DRAKE	REFUND	21237	$372.75
288031	09/19/2025	MCKIM & CREED INC	UTILITY LOCATOR SUBSURFAC	242348	$36,019.42
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	DPR COMM	1507371	$0.20
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	DPR SURCHARGE	1507371	$1.80
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	PERMIT FEES	1507371	$93.34
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	RADON COMM	1507371	$0.21
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	RADON SURCHARGE	1507371	$1.89
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	TECH FEE	1507371	$15.00
288032	09/19/2025	NIAGARA SPRINKLER SYSTEM INC	UNLICENSED CONTR FEE	1507371	$13.84
288033	09/19/2025	PAPER CHASE	JANITORIAL SUPPLIES ORDER	19051	$2,986.65
288034	09/19/2025	PETERSEN INDUSTRIES INC	BOOM REPAIR #20027	200351	$10,257.57
288035	09/19/2025	REBECCA GARRETT	PETTY CASH	9-10-25	$135.00
288036	09/19/2025	SHEEHAN HAJAREE	CODE ENFORCEMENT FEE	1489376	$30.00
288036	09/19/2025	SHEEHAN HAJAREE	DPR COMM	1489376	$0.36
288036	09/19/2025	SHEEHAN HAJAREE	DPR SURCHARGE	1489376	$3.27
288036	09/19/2025	SHEEHAN HAJAREE	FLOOD FEE	1489376	$50.00
288036	09/19/2025	SHEEHAN HAJAREE	LANDSCAPE FEE	1489376	$20.00
288036	09/19/2025	SHEEHAN HAJAREE	PERMIT FEES	1489376	$242.58
288036	09/19/2025	SHEEHAN HAJAREE	RADON COMM	1489376	$0.54
288036	09/19/2025	SHEEHAN HAJAREE	RADON SURCHARGE	1489376	$4.91
288036	09/19/2025	SHEEHAN HAJAREE	ZONING FEE	1489376	$50.00
288037	09/19/2025	SHERWIN-WILLIAMS	PAINT,SUPPLIES, PARTS AND	130-9	$1,269.90
288038	09/19/2025	SHERYL SACCHETINE	REFUND SE USE PERMIT	SE2504	$325.00
288040	09/19/2025	SMARSH INC	SA-36830 7/25NTGUARD	INV-286999	$1,457.05
288041	09/19/2025	SOUTHEASTERN FLORIDA PUMP LLC	REPAIR & MAINTENANCE OF C	63588	$1,046.10
288042	09/19/2025	SUBURBAN PROPANE LP	THE DELIVERY OF PROPANE T	15610216026	$187.30
288043	09/19/2025	TIERRA INC	CONCRETE TESTING	6111-14282	$3,060.35
288044	09/19/2025	TOPLINE ENTERPRISES INC	PARKS 23319 NEW	90925	$7,904.50
288045	09/19/2025	USA SERVICES OF FLORIDA INC	STREET SWEEPING SERVICES	FL1227252	$120.00
288046	09/19/2025	VESTIS SERVICES LLC	CLOTHING, APPAREAL & UNIF	5630738483	$51.66
288046	09/19/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630738483	$33.84
288046	09/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630729792	$370.58

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288046	09/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630729793	$123.83
288046	09/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630734008	$217.58
288046	09/19/2025	VESTIS SERVICES LLC	RENTAL/LEASE OF UNIFORMS-	5630734009	$37.06
288046	09/19/2025	VESTIS SERVICES LLC	SOLID WASTE UNIFORM SERVI	5630733190	$36.41
288046	09/19/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630733177	$22.49
288047	09/19/2025	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9627092787	$1,422.90
288047	09/19/2025	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9633883864	$3,393.96
288048	09/19/2025	WASTE MANAGEMENT INC OF FLORIDA	RECYCLING PROCESS	IAC7097093	$13,428.90
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035699028	$47.05
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035699029	$47.61
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035699679	$137.68
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035699680	$82.72
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035747259	$108.99
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035747260	$155.74
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035747261	$109.56
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/25-8/25 COPIES	5035747262	$35.38
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/17-10/16/25 CPR LE	5035698054	$164.78
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/18-10/17/25 CPR LE	5035699028	$118.21
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/18-10/17/25 CPR LE	5035699029	$118.21
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/18-10/17/25 CPR LE	5035699680	$118.21
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/18-10/17/25 CPR LE	5035705702	$164.78
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/21-10/20/25 CPR LE	5035747259	$125.57
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/21-10/20/25 CPR LE	5035747260	$125.57
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/23-10/22/25 CPR LE	5035747261	$125.57
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/23-10/22/25 CPR LE	5035747262	$125.57
288049	09/19/2025	WELLS FARGO FINANCIAL / TOSHIBA	9/3-10/2/25 CPR LE	5035699679	$118.21
288050	09/19/2025	WESTERN SURETY COMPANY	19-CG0119 TAXIWAY A	PAYREQ#13	$164,285.11
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832361	1832361K5	$90.51
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832427	1832427K5	$2,361.79
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832503	1832503K5	$83.35
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832666	1832666K5	$40.38
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832684	1832684K5	$53.39
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832705	1832705K5	$44.69
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832721	1832721K5	$47.48
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832734	1832734K5	$128.17
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832749	1832749J5	$41.03
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832757	1832757J5	$72.12
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832777	1832777K5	$41.24
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832793	1832793K5	$73.84
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832794	1832794K5	$77.28
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832799	1832799K5	$59.43
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832805	1832805K5	$59.31

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288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832806	1832806K5	$40.16
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832810	1832810K5	$67.70
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832820	1832820K5	$42.21
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832827	1832827K5	$40.81
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832832	1832832L5	$92.44
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832833	1832833K5	$100.42
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832836	1832836K5	$66.74
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832837	1832837K5	$71.79
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832838	1832838K5	$22,959.11
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832839	1832839K5	$118.81
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832847	1832847K5	$249.97
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832849	1832849L5	$471.39
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832855	1832855J5	$40.16
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832856	1832856J5	$208.70
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832857	1832857J5	$545.23
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832860	1832860K5	$40.16
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832881	1832881K5	$1,375.82
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949937	1949937K5	$516.24
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949939	1949939K5	$83.10
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949942	1949942K5	$72.22
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949943	1949943K5	$46.61
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949944	1949944K5	$43.93
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949945	1949945K5	$68.78
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949946	1949946K5	$62.11
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949951	1949951K5	$55.66
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949960	1949960K5	$183.47
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949961	1949961K5	$140.01
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949965	1949965K5	$78.36
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949968	1949968K5	$79.65
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949972	1949972K5	$317.52
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949975	1949975K5	$84.91
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949984	1949984K5	$80.18
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949986	1949986K5	$48.77
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949987	1949987K5	$6,656.50
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2032796	2032796K5	$599.62
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098284	2098284K5	$213.48
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098286	2098286N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098289	2098289N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098291	2098291N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098293	2098293N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098294	2098294N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098297	2098297K5	$42.42

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288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098299	2098299N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098300	2098300N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2098302	2098302N5	$40.00
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2099058	2099058K5	$1,156.60
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2101268	2101268K5	$50.49
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2101272	2101272K5	$579.40
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2109372	2109372K5	$54.58
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2161310	2161310K5	$181.21
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2193919	2193919K5	$99.88
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2228645	2228645K5	$43.29
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2231882	2231882K5	$262.02
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234708	2234708K5	$133.32
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2249640	2249640K5	$175.82
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2257394	2257394K5	$67.50
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2257395	2257395K5	$159.49
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2283043	2283043K5	$40.48
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2303098	2303098K5	$119.89
288054	09/19/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2369903	2369903N5	$40.00
EFT6070	09/15/2025	CIGNA	HLTH INS CLAIMS 09-12-25	FUNDING09-25	$573,817.47
V529127	09/19/2025	A READY ROOFING CO	DPR COMM	1506558	$0.20
V529127	09/19/2025	A READY ROOFING CO	DPR COMM	1506559	$0.20
V529127	09/19/2025	A READY ROOFING CO	DPR COMM	1506560	$0.20
V529127	09/19/2025	A READY ROOFING CO	DPR COMM	1508069	$0.20
V529127	09/19/2025	A READY ROOFING CO	DPR SURCHARGE	1506558	$1.80
V529127	09/19/2025	A READY ROOFING CO	DPR SURCHARGE	1506559	$1.80
V529127	09/19/2025	A READY ROOFING CO	DPR SURCHARGE	1506560	$1.80
V529127	09/19/2025	A READY ROOFING CO	DPR SURCHARGE	1508069	$1.80
V529127	09/19/2025	A READY ROOFING CO	PERMIT FEES	1506558	$126.67
V529127	09/19/2025	A READY ROOFING CO	PERMIT FEES	1506559	$126.67
V529127	09/19/2025	A READY ROOFING CO	PERMIT FEES	1506560	$126.67
V529127	09/19/2025	A READY ROOFING CO	PERMIT FEES	1508069	$126.67
V529127	09/19/2025	A READY ROOFING CO	RADON COMM	1506558	$0.29
V529127	09/19/2025	A READY ROOFING CO	RADON COMM	1506559	$0.29
V529127	09/19/2025	A READY ROOFING CO	RADON COMM	1506560	$0.29
V529127	09/19/2025	A READY ROOFING CO	RADON COMM	1508069	$0.29
V529127	09/19/2025	A READY ROOFING CO	RADON SURCHARGE	1506558	$2.56
V529127	09/19/2025	A READY ROOFING CO	RADON SURCHARGE	1506559	$2.56
V529127	09/19/2025	A READY ROOFING CO	RADON SURCHARGE	1506560	$2.56
V529127	09/19/2025	A READY ROOFING CO	RADON SURCHARGE	1508069	$2.56
V529127	09/19/2025	A READY ROOFING CO	TECH FEE	1506558	$15.00
V529127	09/19/2025	A READY ROOFING CO	TECH FEE	1506559	$15.00
V529127	09/19/2025	A READY ROOFING CO	TECH FEE	1506560	$15.00

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V529127	09/19/2025	A READY ROOFING CO	TECH FEE	1508069	$15.00
V529127	09/19/2025	A READY ROOFING CO	UNLICENSED CONTR FEE	1506558	$13.84
V529127	09/19/2025	A READY ROOFING CO	UNLICENSED CONTR FEE	1506559	$13.84
V529127	09/19/2025	A READY ROOFING CO	UNLICENSED CONTR FEE	1506560	$13.84
V529127	09/19/2025	A READY ROOFING CO	UNLICENSED CONTR FEE	1508069	$13.84
V529128	09/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	871220	$1,128.00
V529128	09/19/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	871448	$360.00
V529129	09/19/2025	AMAZING NATIONAL SERVICES GROUP LLC	MAINTENANCE/MOWING, GROUN	21T002100101	$5,030.00
V529129	09/19/2025	AMAZING NATIONAL SERVICES GROUP LLC	MOWING, GROUND MAINTENANC	21T002100101	$5,100.00
V529129	09/19/2025	AMAZING NATIONAL SERVICES GROUP LLC	RIDGE MANOR AREA "A" SUBD	90325	$4,500.00
V529129	09/19/2025	AMAZING NATIONAL SERVICES GROUP LLC	RIDGE MANOR AREA "B" ALL	90325	$10,500.00
V529130	09/19/2025	ASPHALT PAVING SYSTEMS INC	ASPHALT CONCRETE TYPE SP-	212899	$355.59
V529131	09/19/2025	BAYCARE BEHAVIORAL HEALTH INC	MNTL HLTH SVCE SEP25	SEP25	$43,750.00
V529132	09/19/2025	BNV INTERPRETING & TRANSLATING SVCS	SM HEARING 8-20-25	HER25-0820	$250.26
V529133	09/19/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85893115	$28,807.87
V529133	09/19/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85894791	$82.65
V529134	09/19/2025	CENTRAL ALABAMA TRAINING SOLUTIONS	ESTIMATED SHIPPING/HANDLI	17049563	$100.00
V529134	09/19/2025	CENTRAL ALABAMA TRAINING SOLUTIONS	VIKING IQ COAT - PS1125 W	17049563	$69,975.00
V529134	09/19/2025	CENTRAL ALABAMA TRAINING SOLUTIONS	VIKING IQ PANTS - PS1175	17049563	$60,300.00
V529134	09/19/2025	CENTRAL ALABAMA TRAINING SOLUTIONS	VIKING SHIELD COAT - PS12	17049563	$2,925.00
V529134	09/19/2025	CENTRAL ALABAMA TRAINING SOLUTIONS	VIKING SHIELD PANTS PS125	17049563	$2,470.00
V529135	09/19/2025	CLARKE MOSQUITO CONTROL PROD INC	BLANKET PO FOR PESTICIDES	5114306	$4,840.00
V529135	09/19/2025	CLARKE MOSQUITO CONTROL PROD INC	BLANKET PO FOR PESTICIDES	5114316	$3,647.16
V529136	09/19/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 7/31/25	358971	$8,064.80
V529136	09/19/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 7/31/25	359000	$10,130.00
V529136	09/19/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 8/28/25	359149	$789.20
V529137	09/19/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	107599	$104.30
V529137	09/19/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	107600	$903.00
V529137	09/19/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	107732	$309.30
V529138	09/19/2025	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	3072984	$84,877.76
V529138	09/19/2025	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	3072985	$62,213.42
V529139	09/19/2025	EFE INC	OUTSIDE REPAIRS AS NEEDED	W14535	$449.87
V529140	09/19/2025	GMR FENCE LAND SERVICES	PART (1) MOWING SPRING HI	1068	$16,860.00
V529141	09/19/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7185949	$551.25
V529141	09/19/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7185950	$1,837.50
V529141	09/19/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7185951	$735.00
V529141	09/19/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7185952	$1,225.00
V529141	09/19/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7185953	$612.50
V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	45975677	$82.22

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V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	45991095	$82.22
V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	46060683	$70.54
V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	46137524	$77.93
V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	46150215	$1,840.38
V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	46150263	$168.00
V529142	09/19/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	46162100	$71.20
V529143	09/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FLEET EQUIP #86539	IT25-093	$37,766.99
V529143	09/19/2025	HERNANDO COUNTY CLERK OF CIRCUIT	SRPLS-LAPTOPS	BCC090925	$6,309.91
V529144	09/19/2025	HERNANDO COUNTY HEALTH DEPARTMENT	CNTRD SRVS SEP 25	SEP25	$64,523.33
V529144	09/19/2025	HERNANDO COUNTY HEALTH DEPARTMENT	RABIES PRGM SEP 25	SEP25	$4,060.00
V529145	09/19/2025	INTEGRITY RESOURCES STAFFING INC	323 WE 09/07/25	13-33704	$3,779.93
V529146	09/19/2025	INVOICE CLOUD INC	AUG 25 SERVICES	3290-2025-8	$45.00
V529147	09/19/2025	JACOBS ENGINEERING GROUP INC	PROF SVC 2/25-5/23/25	E9Y45710-01	$4,362.72
V529147	09/19/2025	JACOBS ENGINEERING GROUP INC	PROF SVC 5/04-5/28/25	E9Y45713-01	$5,816.96
V529147	09/19/2025	JACOBS ENGINEERING GROUP INC	PROF SVC 7/26-8/22/25	E9Y45710-04	$1,817.80
V529148	09/19/2025	KENNETH WARNSTADT ESQ	05/14 SPEC MSTR HEAR	9-2-25	$332.50
V529148	09/19/2025	KENNETH WARNSTADT ESQ	07/14 SPEC MSTR HEAR	8-27-25	$437.50
V529149	09/19/2025	LAMPHIER COMPANY	LABOR VALUE	53169	$19,583.40
V529149	09/19/2025	LAMPHIER COMPANY	LIFT EQUIPMENT VALUE	53169	$1,568.00
V529149	09/19/2025	LAMPHIER COMPANY	MATERIAL VALUE	53169	$3,768.00
V529150	09/19/2025	LOCKLEAR & ASSOCIATES PROF CORP	CLASS I LANDFILL PERMIT R	589-25-3	$22,492.52
V529150	09/19/2025	LOCKLEAR & ASSOCIATES PROF CORP	OUT-OF-POCKET	589-25-3	$250.00
V529151	09/19/2025	MARK S LONG	ASSESSMENT OF COMMUNITY R	25010	$10,000.00
V529151	09/19/2025	MARK S LONG	MARKET DEMAND AND GAP ANA	25011	$10,000.00
V529152	09/19/2025	MEGASCAPES LANDSCAPE & MAINTENANCE	SUPPLY, DELIVERY & PLACEM	43932	$3,926.85
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059958	$288.52
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060088	$290.53
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060104	$171.51
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060134	($100.00)
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060155	$588.44
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060157	$753.52
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060159	$231.96
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060163	$304.08
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060173	$528.50
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060178	$30.70
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060180	$772.98
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060186	($285.02)
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060202	$2,543.00
V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060204	$1,427.92

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V529153	09/19/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10060205	$305.96
V529154	09/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6777	$414.70
V529154	09/19/2025	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6780	$146.30
V529155	09/19/2025	THE PITNEY BOWES BANK INC	8000909011065989	9-5-25	$441.99
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	ADMIN/CLERICAL	993175	$26.40
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	CONCRETE TESTING (SET OF	991203	$480.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	ENGINEER	993175	$195.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	ENGINEER	993212	$325.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	EXTRACTION GRADIATION	993212	$350.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	FIELD IN SPACE DENSITY TE	993175	$300.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	FIELD IN SPACE DENSITY TE	993212	$50.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	MARSHALL STABILITY	993212	$350.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	PROJECT ADMINSTRATION	991203	$70.40
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	PROJECT ENGINEER	991203	$520.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	SENIOR ENGINEERING TECHNI	991203	$1,755.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	SENIOR ENGINEERING TECHNI	993175	$910.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	SENIOR ENGINEERING TECHNI	993212	$780.00
V529156	09/19/2025	PROFESSIONAL SERVICE INDUSTRIES INC	SOILS LIMEROCK BEARING RA	993175	$300.00
V529157	09/19/2025	PROPERTY SERVICES GC	24-CG00852 RETAINAGE	PAYREQ#2	($6,708.55)
V529157	09/19/2025	PROPERTY SERVICES GC	24-CG00852 VETS MEMRL	PAYREQ#2	$134,171.00
V529158	09/19/2025	REDWIRE LLC	REPAIRS	608267	$165.00
V529159	09/19/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014154 3869840	762003869840	$768.25
V529159	09/19/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014158 3869841	762003869841	$274.38
V529160	09/19/2025	RING POWER CORP	2% ENVIRONMENTAL FEE	13RR00962321	$155.40
V529160	09/19/2025	RING POWER CORP	7/17-8/13/25 LEASE	13RR00962321	$7,770.00
V529160	09/19/2025	RING POWER CORP	8/28-9/27 LEASE	13RC01033589	$23,000.00
V529160	09/19/2025	RING POWER CORP	8/28-9/27 MAINT	13RC01033589	$3,830.00
V529160	09/19/2025	RING POWER CORP	DELIVERY OF (2) 100HP-115	13RR00962321	$360.00
V529161	09/19/2025	SAULNIER ENTERPRISES INC	CALIBRIATION OF PIRE METE	6458	$1,950.00
V529162	09/19/2025	SJUR SOLUTIONS INC	ADDITIONAL COST OF $20 PE	1141	$10,820.00
V529162	09/19/2025	SJUR SOLUTIONS INC	ADDITIONAL SERVICES OF VI	1141	$5,187.00
V529162	09/19/2025	SJUR SOLUTIONS INC	MINIMUM OF 200 INSPECTION	1141	$4,000.00
V529163	09/19/2025	SUNSHINE STATE ONE CALL OF FL INC	8/25 LINE LOCATES	PSINV1052200	$874.17
V529164	09/19/2025	TEN-8 FIRE & SAFETY LLC	ESTIMATED SHIPPING/HANDLI	1310081757	$1,100.00
V529164	09/19/2025	TEN-8 FIRE & SAFETY LLC	WALL MOUNTED RED RACK-SIN	1310081757	$7,350.00
V529165	09/19/2025	TETRA TECH INC	FUNDS TO COVER OUTSTANDIN	52459847	$3,469.18
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6478	$103.00
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6478	$257.50
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6478	$180.25
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6478	$603.89
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6478	$201.65

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V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6478	$252.33
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6478	$503.60
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6478	$150.98
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6478	$150.98
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6478	$101.35
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	IN SEASON: MOWING, SPRING	6474	$9,880.00
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6478	$101.35
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6478	$201.65
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6478	$878.72
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6478	$201.65
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6478	$252.33
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6478	$252.33
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6478	$101.35
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	MOWING, SPRING HILL RESID	6475	$9,880.00
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6478	$101.35
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6478	$101.35
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6478	$201.65
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6478	$352.62
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6478	$101.35
V529166	09/19/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6478	$201.65
V529167	09/19/2025	VECTOR FLEET MANAGEMENT LLC	AUTOMOTIVE PARTS AND SUPP	296894	$121,733.13
V529167	09/19/2025	VECTOR FLEET MANAGEMENT LLC	MANAGEMENT FEE	296894	$7,901.73
V529169	09/19/2025	VERIZON WIRELESS	322243115-00001 9/01	6122379814	$1,875.86
V529169	09/19/2025	VERIZON WIRELESS	722505962-00001 8/15	6121135620	$501.12
V529169	09/19/2025	VERIZON WIRELESS	942322806-00001 8/23	6121859804	$5,266.22
V529170	09/19/2025	WEST FLORIDA AGGREGATES LLC	FDOT COMPLIANT LIMEROCK S	45276	$6,568.44
V529171	09/19/2025	WEST PUBLISHING CORPORATION	RESEARCH SERVICES OTHER T	852444460	$1,458.68
V529171	09/19/2025	WEST PUBLISHING CORPORATION	RESEARCH SERVICES OTHER T	852469572	$176.08
V529172	09/19/2025	WHETSTONE OIL COMPANY INC	WASTE WATER OPERATIONS FU	385795	$622.57
V529172	09/19/2025	WHETSTONE OIL COMPANY INC	WATER OPERATIONS FUEL - D	385795	$622.58
V529173	09/19/2025	XYLEM WATER SOLUTIONS USA INC	PUMPS, NEW SUBMERSIBLE SE	3556D88953	$10,788.00
Summary					**$2,330,443.91**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Utilities
Prepared By: Rene Snow
Initiator: Gordon Onderdonk
DOC ID: 16554
Legal Request Number: 25-390-1
Bid/Contract Number:

TITLE
Quitclaim Deed and Perpetual Utility Easement Between Hernando County Water and Sewer District and SV Tampa Land, L.P., for Seville Subdivision

BRIEF OVERVIEW
The Developer of Seville approached Hernando County Utilities Department (HCUD) to clean up a missing 25-foot utility easement, and to dedicate a 75'x75' tract for the existing lift station in the Seville subdivision.

The quitclaim deed and perpetual utility easement are needed to provide an easement over multiple runs of existing gravity sewer mains and a tract for the existing pump station, both items currently located on private property.

FINANCIAL IMPACT
There is no financial impact.

LEGAL NOTE
The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached Quitclaim Deed and Perpetual Utility Easement from SV Tampa Land, L.P., to the Hernando County Water and Sewer District.

REVIEW PROCESS

Scott Rimby	Approved	10/06/2025 8:03 AM
Brad Smith	Approved	10/06/2025 1:59 PM
Katrina Tejera	Approved	10/07/2025 9:52 AM
Grace Sheppard	Approved	10/07/2025 10:04 AM
Gordon Onderdonk	Approved	10/08/2025 10:32 AM
Albert Bertram	Delegated	10/08/2025 1:51 PM
Erin Dohren	Approved	10/08/2025 2:21 PM
Pamela Hare	Approved	10/09/2025 8:52 AM
Michael Cowan	Approved	10/14/2025 8:14 AM
Heidi Prouse	Approved	10/14/2025 9:43 AM
Toni Brady	Approved	10/14/2025 3:59 PM
Jeffrey Rogers	Approved	10/19/2025 8:23 PM
Colleen Conko	Approved	10/20/2025 10:55 AM

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this ____ day of _____, 2025, between **SV TAMPA LAND, L.P.**, a Delaware limited partnership, whose mailing address is of 591 West Putnam Ave., Greenwich, Connecticut 06830, hereinafter referred to as the "**Grantor**", and **Hernando County Water and Sewer District**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "**Grantee**":

WITNESSETH:

The Grantor, in consideration of the sum of ten dollars and no cents ($10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a non-exclusive Perpetual Utility Easement (hereinafter referred to as the "**Easement**"), for the purpose of inspecting, improving, repairing and/or maintaining public utility facilities within the Easement Area (hereinafter defined), including but not limited to, underground sanitary sewer lines in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

> See **Exhibit "A" and Exhibit "B"** (legal description and sketch) attached hereto and made a part hereof by reference (hereinafter referred to as the "**Easement Area**").

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping) within the Easement Area and the Grantor shall not interfere with the Grantee's utility facilities within the Easement Area.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

WITNESSES:

GRANTOR:

SV TAMPA LAND, L.P., a Delaware limited partnership

By: _____
Name: John Brian
Title: Authorized Signatory

_____
Print Name: Jennifer LaFemina
Address: 8433 Enterprise Cir. #100
Lakewood Ranch, FL 34202

_____
Print Name: Diana Forbes
Address: 8433 Enterprise Cir. #100
Lakewood Ranch, FL 34202

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization on this 30 day of June, 2025, by John Brian, as Authorized Signatory of **SV TAMPA LAND, L.P.**, a Delaware limited partnership, on behalf thereof, and who ☒ is personally known to me or ☐ has produced a driver's license as identification.

LORI E. JOYCE
MY COMMISSION # HH 400872
EXPIRES: September 19, 2027

[AFFIX NOTARIAL SEAL]

_____
NOTARY PUBLIC
Print Name: Lori E Joyce
My Commission Expires: 9/19/27

Exhibit "A"

Legal Description

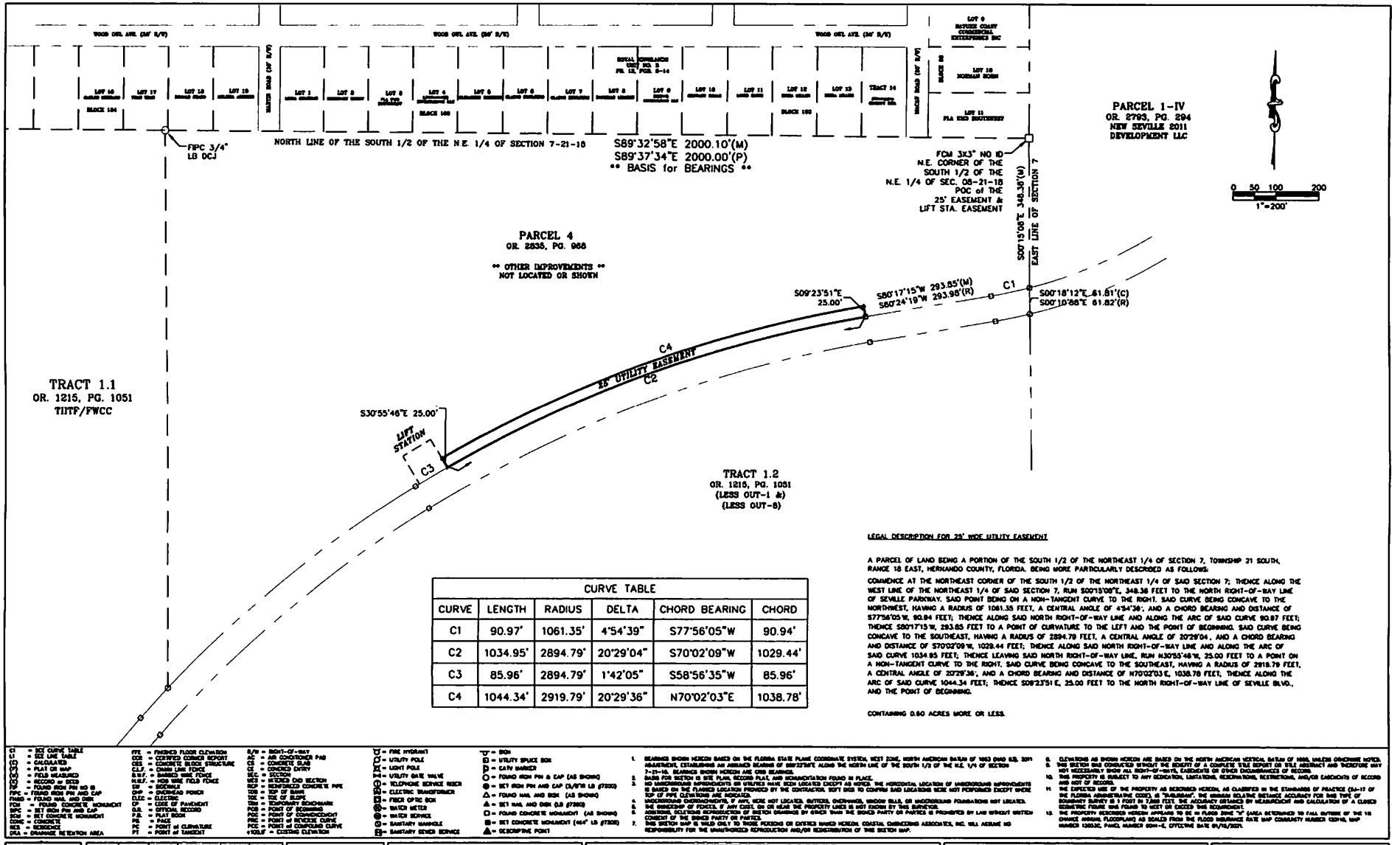
LEGAL DESCRIPTION FOR 25' WIDE UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, RUN S00°15'08"E, 348.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEVILLE PARKWAY. SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1061.35 FEET, A CENTRAL ANGLE OF 4°54'39", AND A CHORD BEARING AND DISTANCE OF S77°56'05"W, 90.94 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 90.97 FEET; THENCE S80°17'15"W, 293.85 FEET TO A POINT OF CURVATURE TO THE LEFT AND THE POINT OF BEGINNING. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2894.79 FEET, A CENTRAL ANGLE OF 20°29'04", AND A CHORD BEARING AND DISTANCE OF S70°02'09"W, 1029.44 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 1034.95 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN N30°55'46"W, 25.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2919.79 FEET, A CENTRAL ANGLE OF 20°29'36", AND A CHORD BEARING AND DISTANCE OF N70°02'03"E, 1038.78 FEET; THENCE ALONG THE ARC OF SAID CURVE 1044.34 FEET; THENCE S09°23'51"E, 25.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEVILLE BLVD., AND THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.

EXHIBIT "B"



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	90.97'	1061.35'	4°54'39"	S77°56'05"W	90.94'
C2	1034.95'	2894.79'	20°29'04"	S70°02'09"W	1029.44'
C3	85.96'	2894.79'	1°42'05"	S58°56'35"W	85.96'
C4	1044.34'	2919.79'	20°29'36"	N70°02'03"E	1038.78'

LEGAL DESCRIPTION FOR 25' WIDE UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, RUN S00°15'08"E, 348.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEVILLE PARKWAY, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1061.35 FEET, A CENTRAL ANGLE OF 4°54'39", AND A CHORD BEARING AND DISTANCE OF S77°56'05"W, 90.94 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 90.97 FEET; THENCE S80°17'15"W, 293.05 FEET TO A POINT OF CURVATURE TO THE LEFT AND THE POINT OF BEGINNING. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2894.79 FEET, A CENTRAL ANGLE OF 20°29'04", AND A CHORD BEARING AND DISTANCE OF S70°02'09"W, 1029.44 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 1034.95 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN N30°55'46"W, 25.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2919.79 FEET, A CENTRAL ANGLE OF 20°29'36", AND A CHORD BEARING AND DISTANCE OF N70°02'03"E, 1038.78 FEET; THENCE ALONG THE ARC OF SAID CURVE 1044.34 FEET; THENCE S09°23'51"E, 25.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEVILLE BLVD., AND THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES MORE OR LESS.

SHEET 1 OF 3 SHEET

74025-ESMT-SKT

REUSE OF DOCUMENT

THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Consultants, Inc.
Engineering Planning Surveying Environmental Construction Management
1966 Candlelight Blvd, Brooksville, FL 34601, Office: 352 796-9423
3701 Lord Kennedy Drive, Hernando, FL 34442, 352 344 3016
LB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7390

SKETCH ONLY
FOR LEGAL DESCRIPTION OF A 25' WIDE UTILITY EASEMENT
NOT A BOUNDARY SURVEY
SECTION 07, TOWNSHIP 21 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

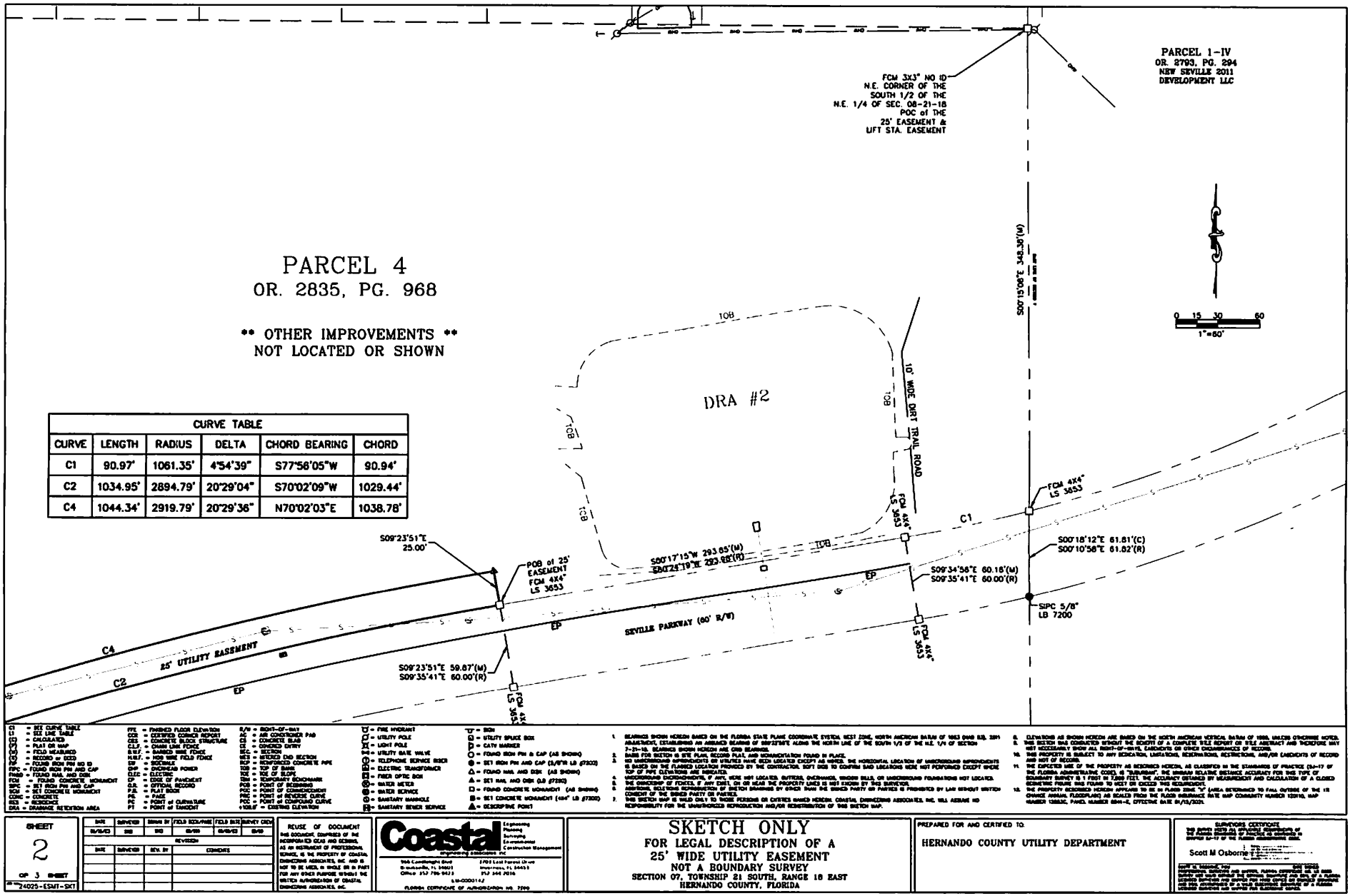
PREPARED FOR AND CERTIFIED TO

HERNANDO COUNTY UTILITY DEPARTMENT

SURVEYOR'S CERTIFICATE

Scott M Osborne

EXHIBIT "B"



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C4	1044.34'	2919.79'	20°29'36"	N70°02'03"E	1038.78'

SHEET 2 OF 3 SHEET

24025-ESMT-SKT

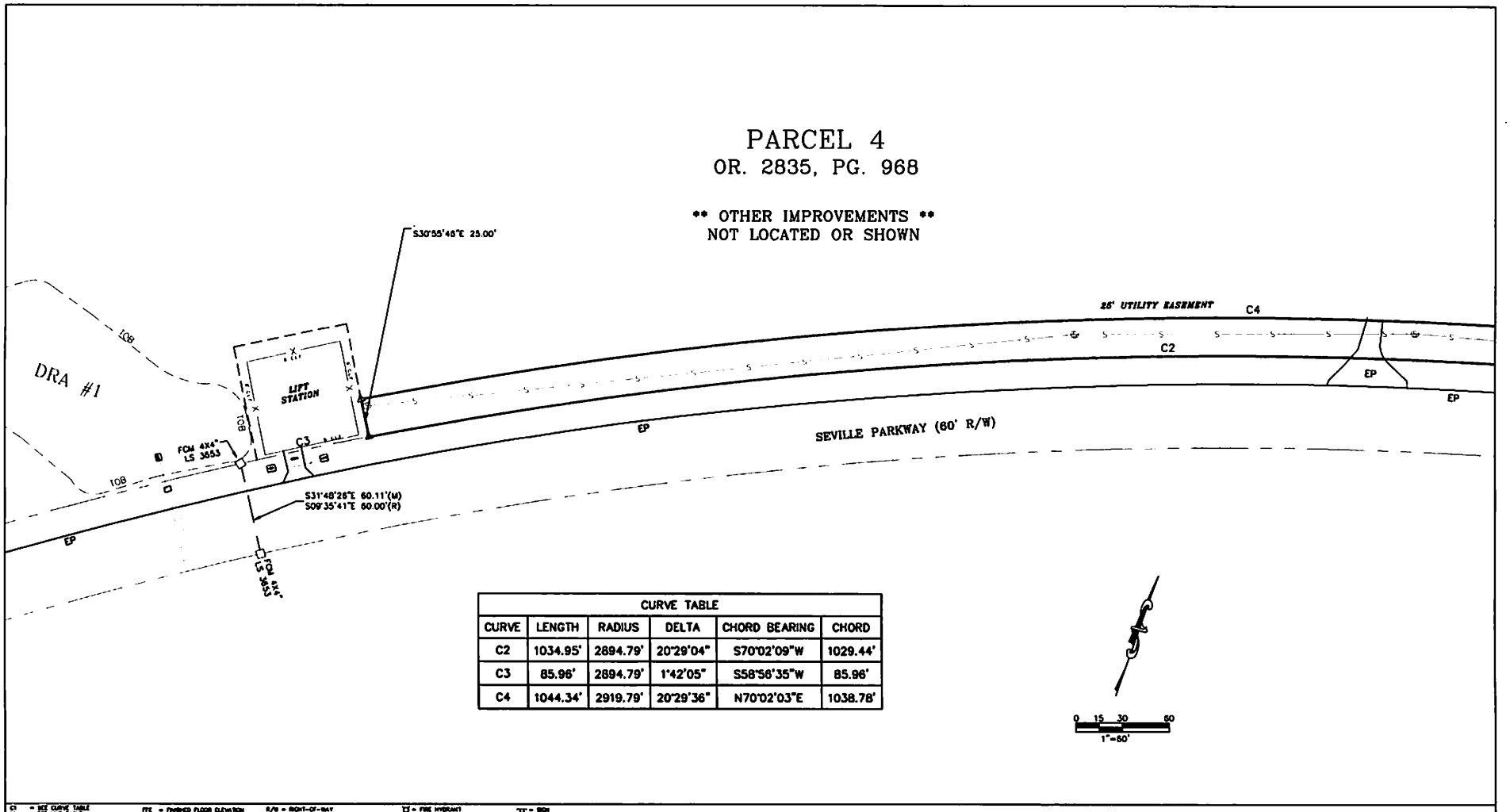
Coastal Engineering Consultants, Inc.

SKETCH ONLY
FOR LEGAL DESCRIPTION OF A
25' WIDE UTILITY EASEMENT
NOT A BOUNDARY SURVEY
SECTION 07, TOWNSHIP 21 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
HERNANDO COUNTY UTILITY DEPARTMENT

Scott M Osborne

EXHIBIT "B"



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SHEET 3 OF 3 SHEET

24025-ESMT-SKT

REUSE OF DOCUMENT

Coastal Engineering Associates, Inc.

SKETCH ONLY
FOR LEGAL DESCRIPTION OF A
25' WIDE UTILITY EASEMENT
NOT A BOUNDARY SURVEY
SECTION 07, TOWNSHIP 21 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
HERNANDO COUNTY UTILITY DEPARTMENT

SURVEYORS CERTIFICATE

Instrument prepared by:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Return to:
Hernando County Attorney's Office
20 N. Main St., Suite 462
Brooksville, FL 34601

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2025, by **SV TAMPA LAND, L.P.,** a Delaware limited partnership, whose mailing address is of 591 West Putnam Ave., Greenwich, Connecticut 06830 (the "**Grantor**"), in favor of **HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners,** whose mailing address is 15365 Cortez Boulevard Brooksville, Florida 34613 (the "**Grantee**").

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of $1.00 and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, has remised, released and quitclaimed, and by this deed does hereby remise, release, and quitclaim unto the Grantee and the assigns of the Grantee forever, all the right, title, interest, claim, and demand which the Grantor has, if any, in and to the following described land, situate, lying, and being in Hernando County, Florida, to wit:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND
EXHIBIT "B" GRAPHIC DEPICTION
attached hereto and made part hereof (the "Property")

Subject to any covenants, easements, and restrictions of record, with all not specifically reimposed hereby. Also subject to any and all taxes for the year 2025 and thereafter.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee forever.

(Signatures and Acknowledgements on Following Page)

IN WITNESS WHEREOF, Grantor has hereunto duly set Grantor's hand and seal the day and year first above written in accordance with the full authority vested in the undersigned authorized signatory, to be effective upon delivery.

WITNESSES:

Print Name: Jennifer LaFemina
Address: 8433 Enterprise Cir. #100
Lakewood Ranch, FL 34202

Print Name: Diana Forbes
Address: 8433 Enterprise Cir. #100
Lakewood Ranch, FL 34202

GRANTOR:

SV TAMPA LAND, L.P., a Delaware limited partnership

By: _____
Name: John Brian
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization on this 30 day of June, 2025, by John Brian, as Authorized Signatory of **SV TAMPA LAND, L.P.**, a Delaware limited partnership, on behalf thereof, and who ☒ is personally known to me or ☐ has produced a driver's license as identification.

LORI E. JOYCE
MY COMMISSION # HH 400872
EXPIRES: September 19, 2027

[AFFIX NOTARIAL SEAL]

NOTARY PUBLIC
Print Name: Lori E Joyce
My Commission Expires: 9/19/27

Exhibit "A"

Legal Description

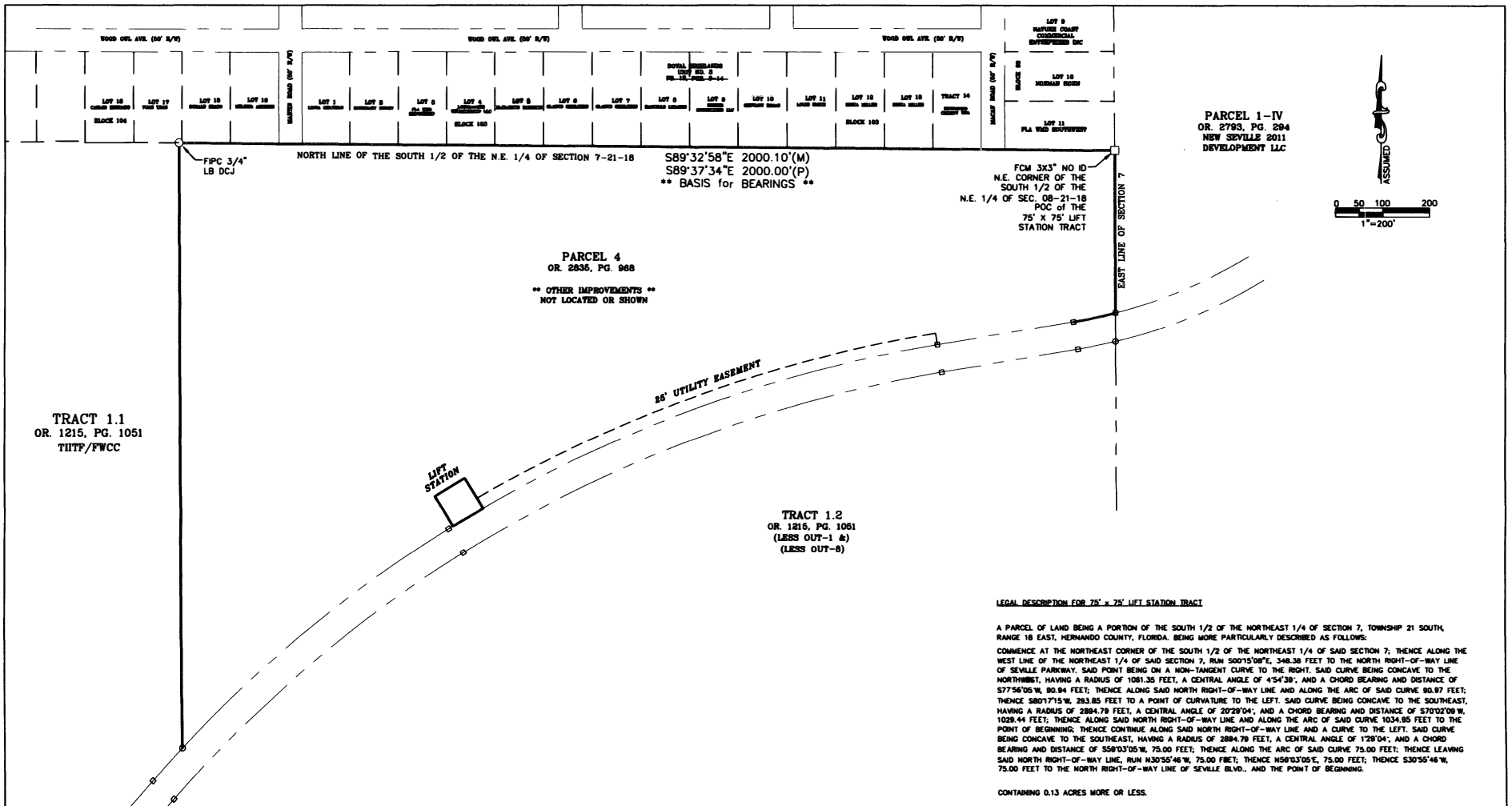
LEGAL DESCRIPTION FOR 75' x 75' LIFT STATION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, RUN S00°15'08"E, 348.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEVILLE PARKWAY. SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1061.35 FEET, A CENTRAL ANGLE OF 4°54'39", AND A CHORD BEARING AND DISTANCE OF S77°56'05"W, 90.94 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 90.97 FEET; THENCE S80°17'15"W, 293.85 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2894.79 FEET, A CENTRAL ANGLE OF 20°29'04", AND A CHORD BEARING AND DISTANCE OF S70°02'09"W, 1029.44 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE 1034.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2894.79 FEET, A CENTRAL ANGLE OF 1°29'04", AND A CHORD BEARING AND DISTANCE OF S59°03'05"W, 75.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 75.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN N30°55'46"W, 75.00 FEET; THENCE N59°03'05"E, 75.00 FEET; THENCE S30°55'46"W, 75.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SEVILLE BLVD., AND THE POINT OF BEGINNING.

CONTAINING 0.13 ACRES MORE OR LESS.

EXHIBIT "B"



LEGAL DESCRIPTION FOR 75' x 75' LIFT STATION TRACT

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.13 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD or DEED
FIP = FOUND IRON PIN NO ID
FIPC = FOUND IRON PIN AND CAP
FNAIL = FOUND NAIL AND DISK
FCM = FOUND CONCRETE MONUMENT
SIPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
CONC = CONCRETE
RES = RESIDENCE
DRA = DRAINAGE RETENTION AREA
FFE = FINISHED FLOOR ELEVATION
CCR = CERTIFIED CORNER REPORT
CBS = CONCRETE BLOCK STRUCTURE
C.L.F. = CHAIN LINK FENCE
B.W.F. = BARBED WIRE FENCE
H.W.F. = HOG WIRE FIELD FENCE
SW = SIDEWALK
OHP = OVERHEAD POWER
ELEC = ELECTRIC
EP = EDGE OF PAVEMENT
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK
PG. = PAGE
PC = POINT of CURVATURE
PT = POINT of TANGENT
R/W = RIGHT-OF-WAY
AC = AIR CONDITIONER PAD
CS = CONCRETE SLAB
CE = COVERED ENTRY
SEC. = SECTION
MES = MITERED END SECTION
RCP = REINFORCED CONCRETE PIPE
TOB = TOP OF BANK
TOE = TOE OF SLOPE
TBM = TEMPORARY BENCHMARK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PCC = POINT of COMPOUND CURVE
+100.0' = EXISTING ELEVATION
= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
= UTILITY GATE VALVE
= TELEPHONE SERVICE RISER
= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE
"D" = DRAIN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (5/8"ΦR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ESTABLISHING AN ASSUMED BEARING OF S89°32'58"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SECTION 7-21-18. BEARINGS SHOWN HEREON ARE GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS COMPLETED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATIONS, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE LOCATED IN ZONE "X" (UNSHADED) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0041-E, EFFECTIVE DATE 01/15/2021.

SHEET 1 OF 4 SHEET
24025-LS-SKT

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW
05/12/25	DMD	DMD	05/25	05/05/25	05/25

REVISION	DAT	SUR	TECH	VERIFY BY
1				

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Coastal engineering associates, inc
Engineering Planning Surveying Environmental Construction Management
966 Candlelight Blvd, Brooksville, FL 34601, Office 352-796-9423
3703 Lost Forest Drive, Inverness, FL 34453, 352-344-2016
LB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR LEGAL DESCRIPTION OF A 75'x75' LIFT STATION TRACT
NOT A BOUNDARY SURVEY
SECTION 07, TOWNSHIP 21 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

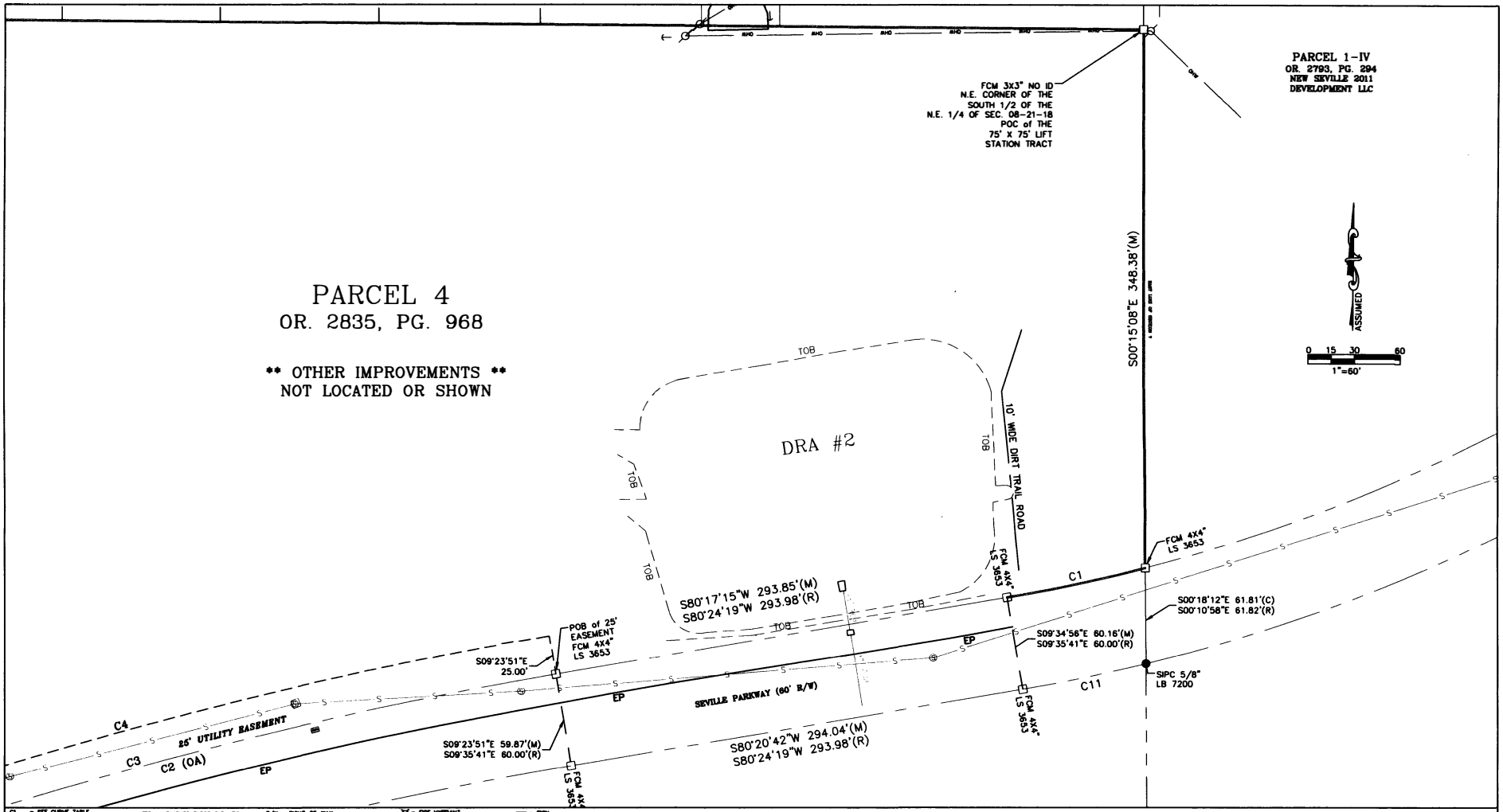
PREPARED FOR AND CERTIFIED TO:
HERNANDO COUNTY UTILITY DEPARTMENT

SURVEYOR'S CERTIFICATE
THE SIGNED SURVEYOR AND MAPPER, REGISTERED IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM — DATE SIGNED
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY MAP OR REPORT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL AND VALID WITHOUT ALL SHEETS. SURVEY MAP AND REPORT MUST BE REVIEWED IN ITS ENTIRETY. NOT VALID FOR ELECTRONIC COPIES.

EXHIBIT "B"



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FH = FIRE HYDRANT
UP = UTILITY POLE
LP = LIGHT POLE
UGV = UTILITY GATE VALVE
TSB = TELEPHONE SERVICE BSER
ET = ELECTRIC TRANSFORMER
FOB = FIBER OPTIC BOX
WM = WATER METER
WS = WATER SERVICE
SMH = SANITARY MANHOLE
SSS = SANITARY SEWER SERVICE

SIGN
UTILITY SPLICE BOX
CATV MARKER
FOUND IRON PIN & CAP (AS SHOWN)
SET IRON PIN AND CAP (5/8"IR LB #7200)
FOUND NAIL AND DISK (AS SHOWN)
SET NAIL AND DISK (LB #7200)
FOUND CONCRETE MONUMENT (AS SHOWN)
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DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ESTABLISHING AN ASSUMED BEARING OF S89°23'51"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SECTION 7-21-18. BEARINGS SHOWN HEREON ARE GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
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SHEET 2 OF 4 SHEET
JOB No. 24025-LS-SKT

DATE	SURVEYED	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW
05/22/25	DJD	DJD	05/22/25	05/22/25	DJD

REVISION			
DATE	SURVEYOR	REV. BY	COMMENTS

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HERNANDO COUNTY, FLORIDA

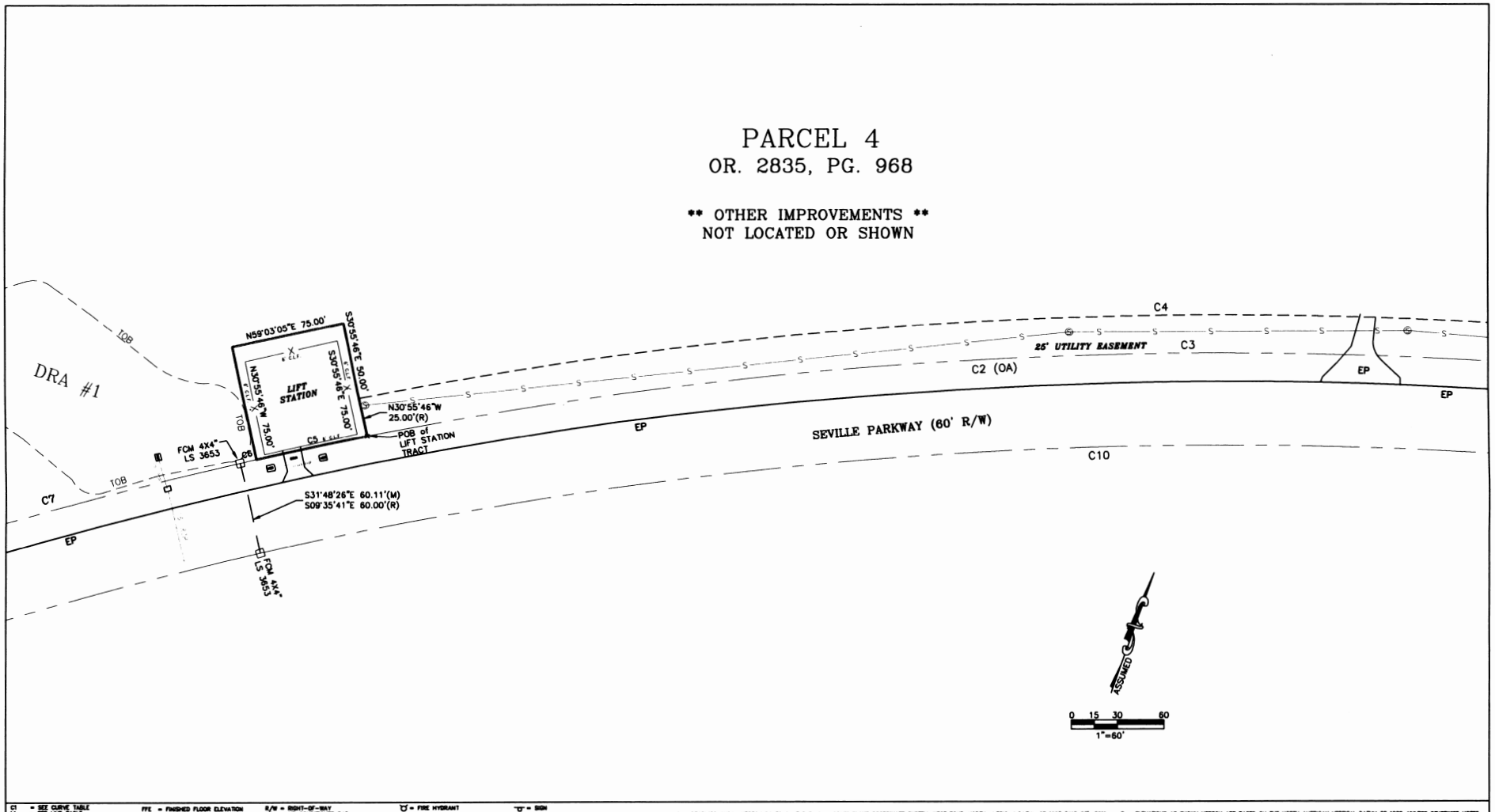
PREPARED FOR AND CERTIFIED TO:
HERNANDO COUNTY UTILITY DEPARTMENT

SURVEYOR'S CERTIFICATE
THE SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM — DATE SIGNED
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6565
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FOR HARD COPIES OR SCANNED SIGNATURE AND SEAL ACCEPTANCE OF A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES.

EXHIBIT "B"



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= TELEPHONE SERVICE RISER
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= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE

= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (5/8"R LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
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2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
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8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
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SHEET 3 OF 4 SHEET
24025-LS-SKT

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW
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REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

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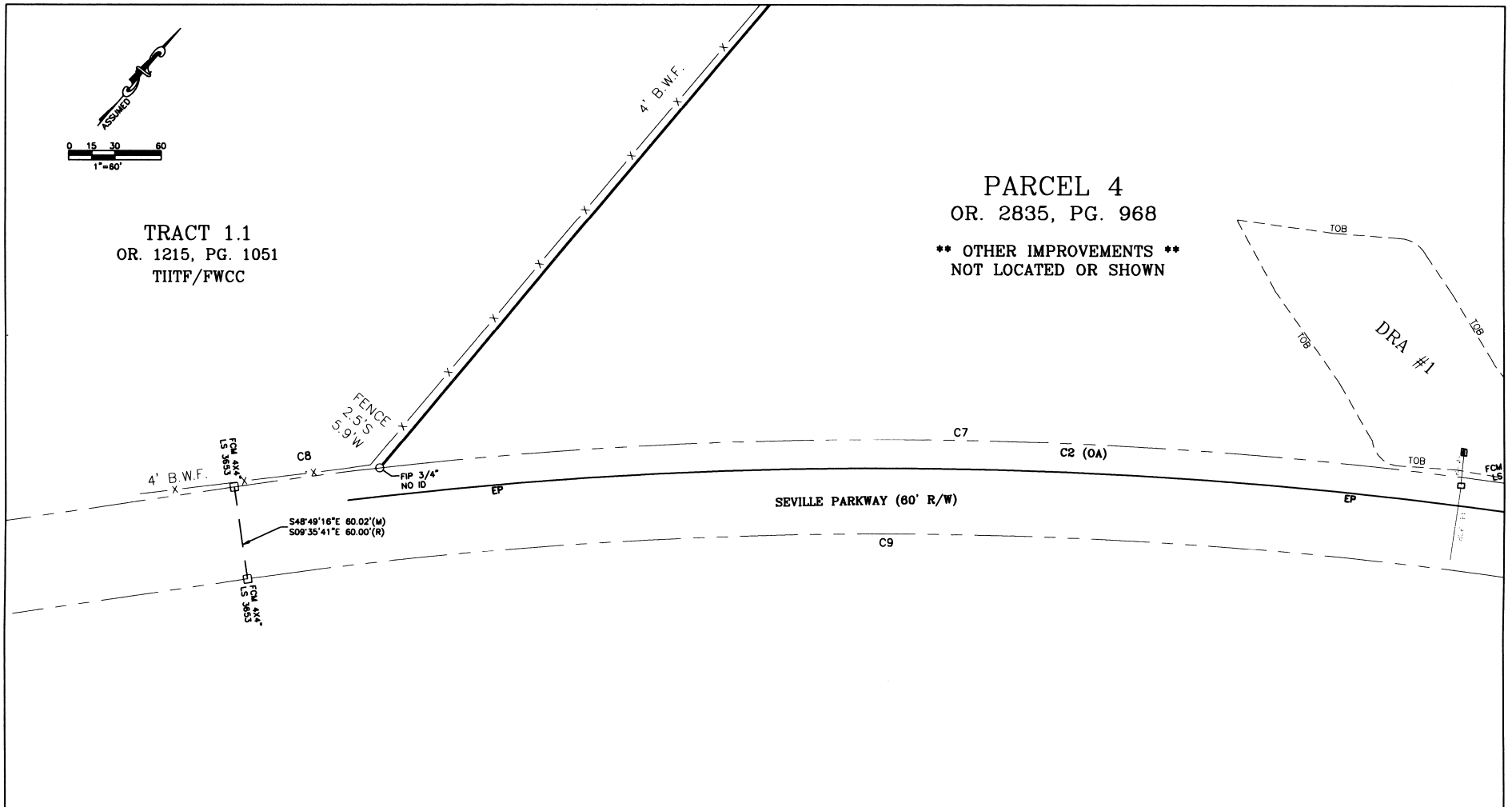
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
HERNANDO COUNTY UTILITY DEPARTMENT

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

EXHIBIT "B"



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10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0041-E, EFFECTIVE DATE 01/15/2021.

SHEET 4 OF 4 SHEET
24025-LS-SKT

DATE	SURVEYOR	DRAWN BY	FIELD BOOK/PAGE	FIELD DATE	SURVEY CREW
05/12/25	SND	SND	05/00	05/09/25	05/00

REVISION

DATE	SURVEYOR	REV. BY	COMMENTS

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal engineering associates, inc
Engineering Planning Surveying Environmental Construction Management
966 Candlelight Blvd, Brooksville, FL 34601, Office 352-796-9423
3703 Lost Forest Drive, Inverness, FL 34453, 352-344-2016
LB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR LEGAL DESCRIPTION OF A
75'x75' LIFT STATION TRACT
NOT A BOUNDARY SURVEY
SECTION 07, TOWNSHIP 21 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
HERNANDO COUNTY UTILITY DEPARTMENT

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM — DATE SIGNED
FLORIDA CERTIFICATE NO. 6660 AND REGISTERED IN THE STATE OF FLORIDA. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES.

Meeting: 10/28/2025
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16540
Legal Request Number:
Bid/Contract Number:

TITLE
Resolution Proclaiming November 2025 as Pancreatic Cancer Awareness Month

BRIEF OVERVIEW
Attached is a resolution proclaiming November 2025 as Pancreatic Cancer Awareness Month in Hernando County. The Board of County Commissioners urges all citizens to increase the awareness of pancreatic cancer by hosting community events to educate, advocate, and volunteer by donating to fund pancreatic cancer research programs to improve survival rates and eliminate cancer health disparities.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board adopt the attached resolution proclaiming November 2025 as Pancreatic Cancer Awareness Month in Hernando County.

REVIEW PROCESS

Jessica Wright	Approved	10/13/2025 11:14 AM
Pamela Hare	Approved	10/13/2025 11:56 AM
Heidi Prouse	Approved	10/13/2025 11:59 AM
Toni Brady	Approved	10/14/2025 7:51 AM
Jeffrey Rogers	Approved	10/19/2025 8:25 PM
Colleen Conko	Approved	10/20/2025 10:57 AM

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 –

WHEREAS, November is nationally recognized as Pancreatic Cancer Awareness Month each year to increase awareness of pancreatic cancer and raise money for research; and

WHEREAS, the pancreas is an organ in the body that is about six inches long and located deep between the stomach and the spine and helps with digestion by breaking down food and producing hormones that help to manage blood sugar and help your body store and use energy from food; and

WHEREAS, pancreatic cancer has the highest mortality rate of all major cancers, and is currently the third leading cause of cancer-related deaths in the US following lung and colon, with a 5-year relative survival rate of 11%; and

WHEREAS, of the 23 Counties that makes up Moffitt Cancer Center's catchment area, Hernando County ranked the top County of which residents are dying from pancreatic cancer at a higher rate compared to the other Counties; and

WHEREAS, within Moffitt Cancer Center's Gastrointestinal Oncology Program, are world class, highly specialized pancreatic cancer doctors with knowledge and experience committed to achieving patient outcomes that exceed national averages by taking a multidisciplinary approach in developing a comprehensive, personalized treatment plan of care for patients; and

WHEREAS, Moffitt Cancer Center's Research in the Gastrointestinal Oncology Program established the Florida Pancreas Collaborative. The Florida Pancreas Collaborative is the first state-wide transdisciplinary partnership comprised of researchers, doctors, patients, and families from institutions across Florida dedicated to advancing research efforts related to pancreatic cancer and its precursor lesions. The multidisciplinary team has been conducting large-scale studies focused on early detection and prevention and cancer health disparities.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim November 2025 as **PANCREATIC CANCER AWARENESS MONTH** in Hernando County.

SECTION 2. The Board of County Commissioners call upon all citizens to increase the public's awareness of pancreatic cancer by hosting community events to educate and increase residents' knowledge about pancreatic cancer; advocating for sustained federal and state investments in pancreatic cancer research; and voluntarily donating to fund pancreatic cancer research programs to improve survival rates and eliminate cancer health disparities.

ADOPTED in Regular Session this 28th day of October 2025, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr. Clerk of Circuit Court & Comptroller	Brian Hawkins Chairman
Steve Champion Commissioner	Jerry Campbell Vice Chairman
Ryan Amsler Commissioner	John Allocco Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffery Rogers
DOC ID: 16386
Legal Request Number:
Bid/Contract Number:

TITLE
Resolution Proclaiming November 1, 2025, as National Author's Day

BRIEF OVERVIEW
Received a request from Sarah Nachin, Hernando Sun Staff Writer and Marketing Consultant for a resolution proclaiming November 1, 2025, as National Author's Day in Hernando County. The attached resolution encourages all residents to honor and support authors for their dedication to their craft, and the stories they create by engaging with their work and celebrating literature.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board adopt the attached resolution proclaiming November 1, 2025, as National Author's Day in Hernando County.

REVIEW PROCESS

Jessica Wright	Approved	09/16/2025 10:58 AM
Pamela Hare	Approved	09/16/2025 4:07 PM
Heidi Prouse	Approved	09/16/2025 4:10 PM
Toni Brady	Approved	09/17/2025 8:42 PM
Jeffrey Rogers	Approved	09/17/2025 10:24 PM
Colleen Conko	Approved	09/18/2025 10:37 AM

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 –

WHEREAS, NATIONAL AUTHOR'S DAY was officially established on November 1, 1948, by U.S. Department of Commerce to celebrate American authors and recognize their contributions to literature and culture, encourage aspiring writers, and foster a love for reading; and

WHEREAS, The United States has a rich literary history, encompassing works such as Benjamin Franklin's *Poor Richard's Almanac*; poetry by Phyllis Wheatley, an enslaved African woman; and The Declaration of Independence; and

WHEREAS, Novels, plays, poetry, and non-fiction works continually inspire, entertain, and inform us; and

WHEREAS, American writers such as Pearl S. Buck, William Faulkner, Isaac Bashevis Singer, and Toni Morrison have received worldwide recognition by being awarded the Nobel Prize in Literature; and

WHEREAS, Leaders in Hernando County recognize local authors with their annual Booksville celebration which is held in January; and

WHEREAS, NATIONAL AUTHOR'S DAY provides an opportunity for our community to recognize and appreciate the brilliant minds and creative spirits who enrich our lives with their stories.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim November 1, 2025, as **NATIONAL AUTHOR'S DAY** in Hernando County.

SECTION 2. The Board of County Commissioners encourages all residents to honor and support authors for their dedication to their craft, and the stories they create by engaging with their work and celebrating literature.

ADOPTED in Regular Session this 28th day of October 2025, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr. Clerk of Circuit Court & Comptroller	Brian Hawkins Chairman
Steve Champion Commissioner	Jerry Campbell Vice Chairman
Ryan Amsler Commissioner	John Allocco Second Vice Chairman

Meeting: 10/28/2025
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16537
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Proclaiming November 16, 2025, Through November 22, 2025, as National Hunger and Homelessness Awareness Week

BRIEF OVERVIEW

Staff received a request from Norma Smith, Program Assistant of Mid Florida Homeless Coalition, for a resolution proclaiming November 16, 2025, through November 22, 2025, as National Hunger and Homelessness Awareness Week in Hernando County. The attached resolution acknowledges that hunger and homelessness continue to be a serious problem for many individuals and families in Hernando County. It serves to educate the public about the many reasons people are hungry and homeless; encourages support for homeless assistance service providers, food pantries, as well as community service opportunities for students and school service organizations; and recognizes organizations committed to addressing and resolving the many needs of the homeless.

FINANCIAL IMPACT

N/A

LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended the Board adopt the attached resolution proclaiming November 16, 2025, through November 22, 2025, as National Hunger and Homelessness Awareness Week in Hernando County.

REVIEW PROCESS

Jessica Wright	Approved	09/30/2025 1:26 PM
Pamela Hare	Approved	09/30/2025 3:20 PM
Heidi Prouse	Approved	10/06/2025 1:50 PM
Toni Brady	Approved	10/07/2025 11:28 AM
Jeffrey Rogers	Approved	10/08/2025 8:25 AM
Colleen Conko	Approved	10/08/2025 9:32 AM

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 –

WHEREAS, on January 27, 2025, members of the Mid Florida Homeless Coalition's Continuum of Care identified 232 households with a total of 296 people who were literally homeless; and

WHEREAS, the Hernando County Public School System reported for school year 2024-2025, that 296 students experienced homelessness based on the Department of Education's homelessness definition; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable and sustainable housing in Hernando County for very-low-income residents to the Asset Limited Income Constrained Employed (ALICE) population; and to encourage support for homeless assistance service providers, food pantries, as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to housing, sheltering, providing supportive services as well as meals and food supplies to the homeless and hungry including: Mid Florida Homeless Coalition, Inc., Catholic Charities of St. Petersburg, Community Food Bank, Dawn Center, Daystar Life, Brooksville Housing Authority, Hernando Board of County Commissioners, Hernando County Housing Authority, Hernando County Schools Families in Transition, The Hernando County Sheriff's Office, The Lula McGrady Foundation, People Helping People, The Salvation Army of Hernando County, Society of Saint Vincent de Paul CARES, Stephen L. Teaster II Esq., Students and Families in Transition Program, You Thrive Florida, Zero Hour Life Center, and many more; and

WHEREAS the Board of County Commissioners recognize that **HUNGER AND HOMELESSNESS** continue to be a serious problem for many individuals and families in Hernando County.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim November 16-22, 2025, as **NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners hereby encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public non-profit service entities.

ADOPTED in Regular Session this 28th day of October, A.D

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Brian Hawkins
Chairman

Steve Champion
Commissioner

Jerry Campbell
Vice Chairman

Ryan Amsler
Commissioner

John Allocco
Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16553
Legal Request Number:
Bid/Contract Number:

TITLE
Letter From Southwest Florida Water Management District Regarding Review of Surface Water Improvement and Management Program Priority List

BRIEF OVERVIEW
Received the attached letter from Southwest Florida Water Management District, (SWFWMD) Manager Vivianna Bendixson notifying that SWFWMD is initiating the process to review the Surface Water Improvement and Management (SWIM) Priority List, which includes the Weeki Wachee River. To date, SWFWMD's staff have not identified any needed updates to the current List, which assists in prioritizing resources and project funding.

For reference, SWFWMD's website contains updates for ongoing and completed projects and all of the twelve (12) SWIM Plans including descriptions of each SWIM priority water body, issues, status and trends as well the goals and accomplishments for each water body. To obtain this information, go to www.swfwmd.state.fl.us/projects/swim <http://www.swfwmd.state.fl.us/projects/swim>.

No revisions to the current SWIM Program Priority List have been identified at this time, SWFWMD's staff anticipates recommending no changes to the List to the Governing Board, which will consider the matter at it's December 2025 meeting. Following the Governing Board approval, the SWIM Program Priority List will be forwarded to the Florida Department of Environmental Protection.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Pamela Hare	Approved	10/05/2025 5:52 PM
Heidi Prouse	Approved	10/06/2025 2:05 PM
Toni Brady	Approved	10/07/2025 11:26 AM
Jeffrey Rogers	Approved	10/08/2025 6:01 AM
Colleen Conko	Approved	10/08/2025 9:46 AM

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

John R. Mitten
Chair, Hernando, Marion
Jack Bispham
Vice Chair, Manatee
Ashley Bell Barnett
Secretary, Polk
John E. Hall
Treasurer, Polk
Ed Armstrong
Former Chair, Pinellas
Kelly S. Rice
Former Chair, Citrus, Lake, Levy, Sumter
Michelle Williamson
Former Chair, Hillsborough
Josh Gamblin
DeSoto, Hardee, Highlands
James Holton
Pinellas
Dustin Rowland
Pasco
Robert Stern
Hillsborough
Jim Turner
Charlotte, Sarasota
Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

October 1, 2025

RECEIVED
OCT 03 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Jeff Rogers
County Administrator
Hernando County
15470 Flight Path Dr.
Brooksville, FL 34604

Subject: Review of the Surface Water Improvement and Management (SWIM) Program Priority List

Dear Jeff Rogers:

In 1987, the Florida Legislature enacted the Surface Water Improvement and Management (SWIM) Act to restore and protect water bodies of state and regional significance. Section 373.453, Florida Statutes, in the SWIM Act requires each water management district, in cooperation with the Florida Department of Environmental Protection, Florida Department of Agricultural and Consumer Services, Florida Department of Commerce, Florida Fish and Wildlife Conservation Commission and local governments to maintain a list that prioritizes water bodies of regional or statewide significance within the water management district. The list must be reviewed and updated every five years.

To date, the Southwest Florida Water Management District (District) has developed, and the state has approved, SWIM plans for twelve priority water bodies identified on the current SWIM Program Priority List. They are:

1) Tampa Bay,
2) Rainbow River,
3) Crystal River/Kings Bay,
4) Lake Panasoffkee,
5) Charlotte Harbor,
6) Lake Tarpon,
7) Lake Thonotosassa,
8) Winter Haven Chain of Lakes,
9) Sarasota Bay,
10) Weeki Wachee River,
11) Chassahowitzka River,
12) Homosassa River.

On September 23, 2025, the District's Governing Board was notified that the District is initiating the process to review the District's SWIM Priority List. To date, District staff have not identified any needed updates to this current List, which assists in prioritizing District resources and project funding.

A link is included for your reference to the District's SWIM Program website that contains an update for ongoing and completed projects, and all twelve of the SWIM Plans, which include descriptions of each SWIM priority water body, including the issues, status, and trends, as well as the goals and accomplishments for each water body. www.swfwmd.state.fl.us/projects/swim

Essential to carrying out the District's SWIM Program is the cooperation of local governments and agencies in developing and implementing effective SWIM Plans.

No revisions to the current SWIM Program Priority List have been identified at this time, District staff anticipates recommending no changes to the List to the Governing Board, which will consider the matter at its December 2025 meeting. Following Governing Board approval, the SWIM Program Priority List will be forwarded to the Florida Department of Environmental Protection. If you have any questions, please contact me at (813) 344-5832.

Sincerely,

Vivianna M. Bendixson

Vivianna M. Bendixson
Manager
Surface Water Improvement & Management Section
Natural Systems & Restoration Bureau
Southwest Florida Water Management District

VB

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 16328
Legal Request Number:
Bid/Contract Number:

TITLE
Notice of Purchasing Policy Exceptions for September 2025

BRIEF OVERVIEW

Vendor	Exception	Amount	Department
Property Services GC	Work was complete prior to Change Order #1 approval.	$48,794.00	Parks & Rec.
Tierra, Inc.	Vendor no longer accepts Pcard. Purchase order not processed.	$3,060.35	Parks & Rec.
Tampa Bay Regional Planning Council	Purchase Order not completed.	$37,500.00	Emergency Management

FINANCIAL IMPACT
N/A

LEGAL NOTE
N/A

RECOMMENDATION
For informational purposes only; no action is required by the Board.

REVIEW PROCESS

Josh Stringfellow	Escalated	10/13/2025 5:18 PM
Ashley Larramore	Approved	10/15/2025 10:13 AM
Douglas Chorvat - FYI	Notified - FYI	10/15/2025 10:13 AM
Pamela Hare	Approved	10/15/2025 10:34 AM
Heidi Prouse	Approved	10/15/2025 10:41 AM
Toni Brady	Approved	10/16/2025 12:23 PM
Jeffrey Rogers	Approved	10/19/2025 8:35 PM
Colleen Conko	Approved	10/20/2025 10:58 AM

PD 9/19/25
PO 25000412
CK V529157
VN 16661

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: September 16th, 2025
DEPARTMENT: Parks& Recreation
VENDOR: Property Services GC

DEPT DIRECTOR/
MGR SIGNATURE: R J Talmage DATE: 9-16-2025

Amount of Invoice: $48,794.00 **Invoice Date:** July 18, 2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

The items listed in Change Order #1 were completed prior to approval of the CO. These items were verbally authorized during the pre-construction meeting to address safety concerns. As such, payment is due as submitted in this Pay-App.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

==========

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

Date: 9/17/25

Resolution: Approved for payment with Pay App 2 per PMs comments above. The amount of the work billed under the pay app that was approved with CO 1 is from lines 34,35, and 40 of the pay app and totals $28,571.01 less retainage. A discussion was had with the department that an approved CO must precede work authorization.

To process this disbursement, the request must be approved by the County Administrator.

==========

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee):
DATE: 09/17/2025

==========

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 1:25 pm, Sep 17, 2025 Date:

==========

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: September 16th, 2025
DEPARTMENT: Parks& Recreation
VENDOR: Property Services GC

DEPT DIRECTOR/
MGR SIGNATURE: R J Talmage DATE: 9-16-2025

Amount of ~~Invoice:~~ CO#1 $48,794.00 **Invoice Date:** July 18, 2025

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To process this disbursement, the request must be approved by the County Administrator.

==========

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): *See attached email from T. Brady -df
DATE:

==========

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 1:25 pm, Sep 17, 2025 Date:

==========

Denise Flores

From: Shanon Aguayo
Sent: Wednesday, September 17, 2025 1:37 PM
To: Denise Flores
Subject: FW: PPE Immediate Signature Requested

Just an FYI -for processing.

Shanon Aguayo
Accounts Payable | Account Payable Coordinator
Office of Doug Chorvat Jr., Clerk of Circuit Court and Comptroller
Phone: 352-540-6328 | Email: SAguayo@hernandoclerk.org
20 N Main Street, Brooksville, FL 34601

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NOTICE:

Please note: Florida has a very broad Public Records Law. Most written communications to or from the Clerk's Office are public records available to anyone upon request. Your e-mail, including your e-mail address, may therefore, be subject to public disclosure.

From: Toni Brady <TBrady@co.hernando.fl.us>
Sent: Wednesday, September 17, 2025 1:35 PM
To: Carla Rossiter-Smith <CRossiter-Smith@co.hernando.fl.us>; Jessica L Wright <JLWright@co.hernando.fl.us>
Cc: Jeffrey Rogers <JRogers@co.hernando.fl.us>; Joshua Stringfellow <jstringfellow@hernandoclerk.org>; Shanon Aguayo <SAguayo@hernandoclerk.org>
Subject: Re: PPE Immediate Signature Requested

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.

I approve for processing. I will sign on our next break.

Get Outlook for iOS

From: Carla Rossiter-Smith <CRossiter-Smith@co.hernando.fl.us>
Sent: Wednesday, September 17, 2025 1:23:31 PM
To: Jessica L Wright <JLWright@co.hernando.fl.us>
Cc: Jeffrey Rogers <JRogers@co.hernando.fl.us>; Toni Brady <TBrady@co.hernando.fl.us>; Josh Stringfellow

<jstringfellow@hernandoclerk.org>; Shanon Aguayo <saguayo@hernandoclerk.org>
Subject: PPE Immediate Signature Requested

Hi Jess,

The attached PPE is ready for Jeff or Toni's signature. Apologies for the rush request, but the hope is to get this processed for payment in the next check run so as not to further delay payment to the contractor. I had a chance to brief Toni on this request.

Thanks,

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer
Crossiter-smith@co.hernando.fl.us
Office: (352) 540-6544
Cell: (352) 667-4272

APPLICATION AND CERTFICATE FOR PAYMENT

TO OWNER ATTN: Attn:
Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

FROM CONTRACTOR: Property Services GC
Address: 12250 Buckingham Way
Spring Hill, FL 34609
Phone: 813-892-3769

PROJECT NAME:	Veterans Memorial Monument
PURCHASE ORDER #:	25000412
APPLICATION NO:	2
CONTRACT NO:	24-CG00852/EK
PERIOD FROM:	6/1/2025
PERIOD TO:	6/30/2025

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below in connection with the Contract.

1 ORIGINAL CONTRACT SUM	$	848,982.50
2 NET CHANGE BY CHANGE ORDERS	$	48,794.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	$	897,776.50
4 TOTAL COMPLETED & STORED TO DATE	$	330,053.50
5 RETAINAGE:	$	16,502.68
5 % of Completed Work and Stored Material		
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	313,550.82
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior request)	$	186,088.37
8 CURRENT PAYMENT DUE	$	127,462.45
9 BALANCE TO FINISH, INC RETAINAGE (Line 3 Less Line 6)	$	584,225.68

Non-PO #88846
04441-5606301 = $99,071.00
37265-5606301 = $35,100.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved previously	$ -	
Total changes approved this pay	$48,794.00	
TOTALS		
NET CHANGES by Change Order	$48,794.00	✓

I hearby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and HCUD, relating to the above referenced project.
I also certify that payments, less applicable retainage, have been made through the period covered by the previous payments received from the contractor, to (1) all subcontractors and (2) for all materials and labor used on or in connections with the performance of the Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and unemployment Compensation laws and Worker's Compensation law insofar as applicable to the performance of the contract.

CONTRACTOR:
Property Services GC
By: Date: 8-15-25

NOTARY SEAL:
State Of:
Subscribed and sworn to before me this 15 day of Aug, 2025.
My Commission expires:
MICHELLE NICOLINI
Commission # HH 157300
Expires November 18, 2025
Bonded Thru Budget Notary Services

ENGINEER'S RECOMMENDATION FOR PAYMENT:
In accordance with the Contract documents based on site observations and the data comprising the above application to the best of the PROFESSIONAL'S knowledge the WORK has progressed as indicated and this APPLICATION FOR PAYMENT meets the requirements of the Contract and payment is recommended.

By: Title: Project Manager Date: 9-8-2025

Chris Linsbeck
Approved By:
Community Services Director
Title:

$ 127,462.45
Amount:
09/05/25
Date:

PAYMENT APPLICATION No. 2

ject/PO # 24-CG00652/EK PO# 25000412

FOR PERIOD FROM 6/1/2025 TO 6/30/2025

	DESCRIPTION	CONTRACT				PREVIOUS APPLICATIONS		THIS PERIOD		TO DATE			BALANCE TO COMPLETE		
	LIST CONTRACT ITEMS, CHANGE ORDER ITEMS AND DEDUCTIONS, EACH WITH SUBTOTAL	UNIT	SCHEDULED QUANTITY	SCHEDULED UNIT VALUE	TOTAL SCHEDULED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	TOTAL VALUE STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	PERCENT COMPLETE	QUANTITY	VALUE	RETAINAGE HELD @5%
	Mobilization	LS	1.00	$ 137,000.00	$ 137,000.00	1	$ 137,000.00				$ 137,000.00	100%	0.00	$ -	$ 6,850.00
	Site -Selective Demolition Remove & Store (plaques, flag poles)	LS	1.00	$ 3,000.00	$ 3,000.00	1	$ 3,000.00		$ -		$ 3,000.00	100%	0.00	$ -	$ 150.00
	Concrete Demolition & Removal	SY	90.00	$ 222.25	$ 20,002.50	90	$ 20,002.50		$ -		$ 20,002.50	100%	0.00	$ -	$ 1,000.13
	Asphalt Demolition and Removal	SY	16.00	$ 950.00	$ 15,200.00		$ -		$ -		$ -	0%	16.00	$ 15,200.00	$ -
	Existing Stroping Removal (waterblast only)	LS	1.00	$ 1,000.00	$ 1,000.00		$ -		$ -		$ -	0%	1.00	$ 1,000.00	$ -
	Foundation Systems	CY	26.00	$ 1,500.00	$ 39,000.00		$ -	20	$ 30,000.00		$ 30,000.00	77%	6.00	$ 9,000.00	$ 1,500.00
	16-inch Concrete Slab (Flagpole curb)	SF	125.00	$ 165.00	$ 20,625.00		$ -		$ -		$ -	0%	125.00	$ 20,625.00	$ -
	Walls 8" AC-1 Architectural Concrete	SF	340.00	$ 195.00	$ 66,300.00		$ -	180	$ 35,100.00		$ 35,100.00	53%	160.00	$ 31,200.00	$ 1,755.00
	Seating	CY	25.00	$ 2,500.00	$ 62,500.00		$ -		$ -		$ -	0%	25.00	$ 62,500.00	$ -
	Stairs	SF	105.00	$ 200.00	$ 21,000.00		$ -		$ -		$ -	0%	105.00	$ 21,000.00	$ -
	Monument Curb DB-1 Decorative Ground Face Block	LF	27.00	$ 1,115.00	$ 30,105.00		$ -		$ -		$ -	0%	27.00	$ 30,105.00	$ -
	Sidewalks CR-1 Broom Finished Concrete	SF	1870.00	$ 24.50	$ 45,815.00		$ -		$ -		$ -	0%	1,870.00	$ 45,815.00	$ -
	Trench Drain Systems	LF	94.00	$ 55.00	$ 5,170.00		$ -		$ -		$ -	0%	94.00	$ 5,170.00	$ -
	PVC Trench Drain Connections	LF	24.00	$ 200.00	$ 4,800.00		$ -		$ -		$ -	0%	24.00	$ 4,800.00	$ -
	12-inc CMU wall	SF	229.00	$ 45.00	$ 10,305.00		$ -		$ -		$ -	0%	229.00	$ 10,305.00	$ -
	12-Inch Decorative Black	SF	67.00	$ 175.00	$ 11,725.00		$ -		$ -		$ -	0%	67.00	$ 11,725.00	$ -
	Handrails (wall mounted)	LF	26.00	$ 240.00	$ 6,240.00		$ -		$ -		$ -	0%	26.00	$ 6,240.00	$ -
	Electrical Services (Disconnect Switch, New Pedestal, Time Clock	LS	1.00	$ 38,000.00	$ 38,000.00	0.26	$ 9,880.00				$ 9,880.00	26%	0.74	$ 28,120.00	$ 494.00
	Light Fixtures, Materials & Installation	LS	1.00	$ 135,000.00	$ 135,000.00			0.3	$ 40,500.00		$ 40,500.00	30%	0.70	$ 94,500.00	$ 2,025.00
	Silt Fencing	LF	450.00	$ 10.00	$ 4,500.00	450	$ 4,500.00				$ 4,500.00	100%	0.00	$ -	$ 225.00
	Tree Removal	EA	2.00	$ 750.00	$ 1,500.00	2	$ 1,500.00				$ 1,500.00	100%	0.00	$ -	$ 75.00
	Earthwork (Add & Remove) and Grading (rough and Final)	LS	1.00	$ 40,000.00	$ 40,000.00	0.5	$ 20,000.00		$ -		$ 20,000.00	50%	0.50	$ 20,000.00	$ 1,000.00
	30 FT Flag Pole	EA	6.00	$ 4,500.00	$ 27,000.00		$ -		$ -		$ -	0%	6.00	$ 27,000.00	$ -
	40 FT Flag Pole	EA	1.00	$ 7,000.00	$ 7,000.00		$ -		$ -		$ -	0%	1.00	$ 7,000.00	$ -
	Restriping Parking Spots	LS	1.00	$ 3,500.00	$ 3,500.00		$ -		$ -		$ -	0%	1.00	$ 3,500.00	$ -
	Top Soil Placement & Grading	SF	1860.00	$ 11.00	$ 20,460.00		$ -		$ -		$ -	0%	1,860.00	$ 20,460.00	$ -
	Sodding (Bahia Grass)	SF	13840.00	$ 1.50	$ 20,760.00		$ -		$ -		$ -	0%	13,840.00	$ 20,760.00	$ -
	Temporary Water for Irrigation of Landscape	LS	1.00	$ 2,000.00	$ 2,000.00		$ -		$ -		$ -	0%	1.00	$ 2,000.00	$ -
	GR-1 Gravel	CY	5.00	$ 500.00	$ 2,500.00		$ -		$ -		$ -	0%	5.00	$ 2,500.00	$ -
	AT-1 Synthetic Turf	SF	300.00	$ 20.00	$ 6,000.00		$ -		$ -		$ -	0%	300.00	$ 6,000.00	$ -
	LT-1 Limestone Tile	SF	500.00	$ 40.00	$ 20,000.00		$ -		$ -		$ -	0%	500.00	$ 20,000.00	$ -
	PAV-1 Concrete Pavers	SF	525.00	$ 39.00	$ 20,475.00		$ -		$ -		$ -	0%	525.00	$ 20,475.00	$ -
	Granite Stone (2'x2'x18")	EA	1.00	$ 500.00	$ 500.00		$ -		$ -		$ -	0%	1.00	$ 500.00	$ -
	Change Order #1						$ -		$ -		$ -		0.00	$ -	$ -
	Electrical price increase	EA	1.00	$ 5,893.75	$ 5,893.75		$ -	1	$ 5,893.75		$ 5,893.75	100%	0.00	$ -	$ 294.69
	Replace existin Power Pole	EA	1.00	$ 3,977.25	$ 3,977.25		$ -	1	$ 3,977.25		$ 3,977.25	100%	0.00	$ -	$ 198.86
	Revisopn 5 - Additonal stair length (22.4 sf)	SF	22.40	$ 200.00	$ 4,480.00		$ -		$ -		$ -	0%	22.40	$ 4,480.00	$ -
	Revision 5 - Increas in handrail wall (1.13 cy)	CY	1.13	$ 2,825.00	$ 2,825.00		$ -		$ -		$ -	0%	1.13	$ 2,825.00	$ -
	Revision 5 - Additiona handrail (9ft)	LF	9.00	$ 240.00	$ 2,160.00		$ -		$ -		$ -		9.00	$ 2,160.00	$ -
	Revision 5 - Additional sq' of flagpole cape (65.20 sf)	SF	65.20	$ 165.00	$ 10,758.00		$ -		$ -		$ -		65.20	$ 10,758.00	$ -
	Time Extension: Covers period for all from 4/15-6/30/2025	EA	1.00	$ 18,700.00	$ 18,700.00		$ -	1	$ 18,700.00		$ 18,700.00		1.00	$ -	$ 935.00
							$ -		$ -		$ -				$ -
							$ -		$ -		$ -				$ -
					$ -		$ -		$ -		$ -			$ -

MATERIALS STORED ON SITE

PROJECT Veterans Memorial Monument | PROJECT NO.: 24-CG00852/EK | DATE PREPARED: August 15, 2025
PAY REQUEST NO.: 2 | FOR PD ENDING: June 30, 2025 | PAGE 1 OF 3
CONTRACTOR: Property Services GC | COMMENTS:

SOV LINE #	INVOICE # & DESCRIPTION	VALUE OF MATERIAL INSTALLED TOTAL			VALUE OF MATERIAL INSTALLED THIS PERIOD			VALUE OF MATERIAL DELIVERED THIS PERIOD			VALUE OF STORED MATERIAL		
		QUANTITY	UNIT PRICE	INVOICE AMOUNT	QUANTITY	UNIT PRICE	INVOICE AMOUNT	QUANTITY	UNIT PRICE	INVOICE AMOUNT	QUANTITY	UNIT PRICE	INVOICE AMOUNT
				$ -			$ -						$ -
				$ -			$ -			$ -			$ -
							$ -			$ -			$ -
				$ -			$ -			$ -			$ -
				$ -			$ -			$ -			$ -
	TOTALS:			$ -			$ -			$ -			$ -
				$ -			$ -						
	TOTALS:			$ -			$ -			$ -			$ -

Pay-App 02 08/25/2025

RQ 86946
PD 9/19/25
CK 288043
VN 17622

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: 09/08/2025
DEPARTMENT: Parks and Recreation
VENDOR: Tierra

DEPT DIRECTOR/
MGR SIGNATURE: [signature] DATE: 9. 8. 2025

Amount of Invoice: $3,060.35 **Invoice Date:** 06/12/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

I have paid all of the testing on projects with my P-Card for the last 2 years. When I attempted to pay this invoice, I found out that Tierra does not except P-Card payments. When I inquired on how to make the payment, I was informed that all of the testing should be paid with a PO and not a P-Card. I still have a few on-going projects but moving forward any new projects I will obtain a PO to pay for future testing.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

[signature] Date: 9/11/2025

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 9/12/25

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED
By Joshua Stringfellow at 2:53 pm, Sep 16, 2025 Date:

RECEIVED
By Denise Flores at 3:27 pm, Sep 16, 2025

TIERRA
GEOTECHNICAL • MATERIALS
ENVIRONMENTAL • ENGINEERING

7351 Temple Terrace Hwy
Tampa, Florida 33637-5705

Vendor #17622
04441-5303101
REQ#86946

INVOICE

Invoice Date	Invoice #
5/31/2025	6111-14282

Invoice Mailing Date
06/12/2025

Due Date
6/30/2025

Bill To

Hernando County BOCC
15470 Flight Path Drive
Brooksville, FL 34604

Project Manager	Keith Larson

Customer E-mail	bcarterlansaw@co.hernando.fl.us

Terms	Client Refence #	Project/Job
Net 30		6111-25-053 - Mcethan Pine Island P...

Pine Island Rebuild

Quantity	Description	Rate	Amount
	INVOICE BILLING PERIOD 04/26/2025 to 05/30/2025		
	Total Invoice (See Attached)	3,060.35	3,060.35

PLEASE REMIT ALL PAYMENTS TO:
Tierra, Inc.
7351 Temple Terrace Highway
Tampa, FL 33637-5705
(813) 989-1354

Total $3,060.35

RECEIVED
JUN 14 2025

INVOICE TO HERNANDO COUNTY
INVOICE SUMMARY SHEET

Tierra, Inc.
Consultant

7351 Temple Terrace Hwy
Address

Tampa, FL 33637
City, State, Zip

Client Hernando County
Tierra Project No. 6111-25-053
Short Title: Pine Island Rebuild
Firm's Invoice No. 6111-14282
Invoice Period 4/26/2025 to 5/30/2025
Cost This Period $3,060.35
Contact Person Graham Zoeller
Telephone No. (813) 989-1354

Contract No. 20-R00082
Order Date
Purchase Order No.
Task Order No. 55

	Schedule	Contractual Limits	Total Billed To Date	Previous Billings	Amount Due This Period
Limiting Amount		$6,954.84	$0.00	$0.00	$0.00
Change Order		$0.00	$0.00	$0.00	$0.00
Salary Related Costs	A		$2,405.35	$0.00	$2,405.35
Geotechnial Services	B		$655.00	$0.00	$655.00
TOTALS		$6,954.84	$3,060.35	$0.00	$3,060.35

By submittal of this invoice, the above named consultant certifies that reimbursable costs contained in this invoice represent the actual costs as reflected in our accounting records.

Authorized Signature

Construction Services Manager
Title

06/11/25
Date

Submit To:

RQ88413
PD 9/26/25
CK 288113
VN 10484

PURCHASING POLICY EXCEPTION FORM

FROM: RQ88413

DATE: 09/02/2025
DEPARTMENT: Emergency Management
VENDOR: Tampa Bay Regional Planning Council

DEPT DIRECTOR/
MGR SIGNATURE: [signature] DATE: 9/3/25 9/3/25

Amount of Invoice: $37,500.00 **Invoice Date:** 08/01/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Purchase order was not completed.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

[signature] Date: 9/17/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 9/19/2025

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR [signature] Date:

APPROVED
By Joshua Stringfellow at 12:20 pm, Sep 22, 2025

form 20.purchpolexcep.3.17.14.doc 3/18/2014

RECEIVED
By Denise Flores at 3:31 pm, Sep 19, 2025

RQ88413

INVOICE

Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd Ste 100
Pinellas Park, FL 33782

info@tbrpc.org
+1 (727) 570-5151
www.tbrpc.org

TBRPC
TAMPA BAY REGIONAL PLANNING COUNCIL

Hernando County (c)

Bill to
Hernando County Emergency Management
Director of Emergency Management
18900 Cortez Blvd.
Brooksville, FL 34601

Ship to
Hernando County Emergency Management
Director of Emergency Management
18900 Cortez Blvd.
Brooksville, FL 34601

Invoice details

Invoice no.: 5254
Terms: Net 30
Invoice date: 08/01/2025
Due date: 09/02/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Hernando County Local Mitigation Strategy	Hernando County LMS Strategy 5-year update	1	$37,500.00	$37,500.00

Total **$37,500.00**

Note to customer

PLEASE NOTE
Our ACH banking information has recently changed. To pay ACH:
Account
ACH Routing Number:

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Finance
Prepared By: Katherine Tomczyk
Initiator: Joshua Stringfellow
DOC ID: 16556
Legal Request Number:
Bid/Contract Number:

TITLE
Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for June 2025

BRIEF OVERVIEW
Pursuant to Hernando County Ordinance 2014-13, which established the Hernando County Alcohol and Other Drug Abuse Trust Fund, the Clerk of Court and Comptroller is providing the Board of County Commissioners the monthly activity relating to costs and assessments imposed by the courts, collections and deposits into the Trust Fund and expenditures from the Trust Fund.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only, no action is required by the Board.

REVIEW PROCESS

Josh Stringfellow	Escalated	10/06/2025 5:18 PM
Ashley Larramore	Approved	10/08/2025 9:58 AM
Douglas Chorvat - FYI	Notified - FYI	10/08/2025 9:58 AM
Pamela Hare	Approved	10/08/2025 12:06 PM
Heidi Prouse	Approved	10/08/2025 1:39 PM
Toni Brady	Approved	10/09/2025 8:45 AM
Jeffrey Rogers	Approved	10/09/2025 10:39 AM
Colleen Conko	Approved	10/10/2025 2:20 PM

Hernando County
Alcohol and Other Drug Abuse Trust Fund
For the Month of June 2025

	Report Month	FY 24/25 Fiscal YTD		From Inception
Costs and Assessments imposed by the Courts	$ 1,845.00	$ 14,070.00		$ 225,969.06
Funds Collected and Deposited into the Trust Fund	$ 1,235.23	$ 10,345.19		$ 116,664.34
Expenditures from the Trust Fund	$ -	$ -		$ 26,471.20
Alcohol and Other Drug Abuse Trust Fund Balances	$ 1,648.51	$ 10,345.19		$ 90,193.14

By authority of Hernando County Ordinance 2014-13 and Sections 938.13, 938.21, and 938.22, Florida Statutes.

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Finance
Prepared By: Katherine Tomczyk
Initiator: Joshua Stringfellow
DOC ID: 16557
Legal Request Number:
Bid/Contract Number:

TITLE
Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for July 2025

BRIEF OVERVIEW
Pursuant to Hernando County Ordinance 2014-13, which established the Hernando County Alcohol and Other Drug Abuse Trust Fund, the Clerk of Court and Comptroller is providing the Board of County Commissioners the monthly activity relating to costs and assessments imposed by the courts, collections and deposits into the Trust Fund and expenditures from the Trust Fund.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only, no action is required by the Board.

REVIEW PROCESS

Josh Stringfellow	Escalated	10/06/2025 5:18 PM
Ashley Larramore	Approved	10/08/2025 9:58 AM
Douglas Chorvat - FYI	Notified - FYI	10/08/2025 9:58 AM
Pamela Hare	Approved	10/08/2025 12:07 PM
Heidi Prouse	Approved	10/08/2025 1:39 PM
Toni Brady	Approved	10/09/2025 8:45 AM
Jeffrey Rogers	Approved	10/09/2025 10:38 AM
Colleen Conko	Approved	10/10/2025 2:19 PM

Hernando County
Alcohol and Other Drug Abuse Trust Fund
For the Month of July 2025

	Report Month	FY 24/25 Fiscal YTD		From Inception
Costs and Assessments imposed by the Courts	$ 1,185.00	$ 15,255.00		$ 227,154.06
Funds Collected and Deposited into the Trust Fund	$ 901.14	$ 11,246.33		$ 117,565.48
Expenditures from the Trust Fund	$ -	$ -		$ 26,471.20
Alcohol and Other Drug Abuse Trust Fund Balances	$ 1,648.51	$ 11,246.33		$ 91,094.28

By authority of Hernando County Ordinance 2014-13 and Sections 938.13, 938.21, and 938.22, Florida Statutes.

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Finance
Prepared By: Katherine Tomczyk
Initiator: Joshua Stringfellow
DOC ID: 16558
Legal Request Number:
Bid/Contract Number:

TITLE
Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for August 2025

BRIEF OVERVIEW
Pursuant to Hernando County Ordinance 2014-13, which established the Hernando County Alcohol and Other Drug Abuse Trust Fund, the Clerk of Court and Comptroller is providing the Board of County Commissioners the monthly activity relating to costs and assessments imposed by the courts, collections and deposits into the Trust Fund and expenditures from the Trust Fund.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only, no action is required by the Board.

REVIEW PROCESS

Josh Stringfellow	Escalated	10/06/2025 5:18 PM
Ashley Larramore	Approved	10/08/2025 9:59 AM
Douglas Chorvat - FYI	Notified - FYI	10/08/2025 9:59 AM
Pamela Hare	Approved	10/08/2025 12:08 PM
Heidi Prouse	Approved	10/08/2025 1:40 PM
Toni Brady	Approved	10/09/2025 8:44 AM
Jeffrey Rogers	Approved	10/09/2025 10:38 AM
Colleen Conko	Approved	10/10/2025 2:17 PM

Hernando County
Alcohol and Other Drug Abuse Trust Fund
For the Month of August 2025

	Report Month	FY 24/25 Fiscal YTD		From Inception
Costs and Assessments imposed by the Courts	$ 2,204.59	$ 17,459.59		$ 229,358.65
Funds Collected and Deposited into the Trust Fund	$ 1,215.84	$ 12,462.17		$ 118,781.32
Expenditures from the Trust Fund	$ 124.37	$ 124.37		$ 26,595.57
Alcohol and Other Drug Abuse Trust Fund Balances	$ 1,648.51	$ 12,337.80		$ 92,185.75

By authority of Hernando County Ordinance 2014-13 and Sections 938.13, 938.21, and 938.22, Florida Statutes.

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16552
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of Rabies Surveillance Quarterly Summary Report for July 1, 2025, Through September 30, 2025

BRIEF OVERVIEW
For the Board's information attached is the Department of Health in Hernando County Environmental Health 2025 rabies surveillance program summary quarterly report for the period of July 1, 2025, through September 30, 2025.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Heidi Prouse	Approved	10/06/2025 2:03 PM
Toni Brady	Approved	10/07/2025 11:27 AM
Jeffrey Rogers	Approved	10/08/2025 6:05 AM
Colleen Conko	Approved	10/08/2025 9:14 AM

Department of Health in Hernando County
Environmental Health
2025 Rabies Surveillance Program Summary

RECEIVED
OCT 03 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Quarter	Months	Dogs	Cats	Other	Total Reports per Quarter	"Heads" Sent for Testing	Positive Results
1st Qtr	January 1 thru March 31	56	17	3		5	0
2nd Qtr	April 1 thru June 30	65	24	3		5	0
3rd Qtr	July 1 thru September 30	47	12	4		7	2
4th Qtr	October 1 thru December 31						
	Year-to-Date Animal Bites	168	53	10	231	17	2

Breakdown of "Other" Animal Type - 3rd Quarter			
Bat	1	Horse	
Chinchilla		Monkey	
Cow		Pig	
Cougar		Raccoon	4
Coyote		Squirrel	
Donkey		Wild Boar	
Ferret		Unknown	
Fox		Goat	1
Rabbit		Total "Other"	6

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Waterways/Aquatic Services
Prepared By: Carla Burrmann
Initiator: Carla Burrmann
DOC ID: 16481
Legal Request Number:
Bid/Contract Number:

TITLE
Proposed Public Survey of Residents Living Within or Adjacent to Proposed Manatee Protection Zone

BRIEF OVERVIEW
During the August 26, 2025, Board of County Commissioners (BOCC) meeting, a draft Manatee Protection Zone (MPZ) ordinance was presented. This proposed MPZ would cover all waters and tributaries of the Mud River and Weeki Wachee Gardens to Shoal Line Boulevard. As numerous concerns were raised by citizens during this meeting, the BOCC requested a survey be conducted among all citizens living in or directly adjacent to the proposed MPZ. The draft survey is included for review and approval by the BOCC.

FINANCIAL IMPACT
Mailing costs are estimated at approximately $520.00.

LEGAL NOTE
The Board is authorized to act on this item pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the survey language and advise staff to mail the survey to all residents living within or directly adjacent to the proposed MPZ.

REVIEW PROCESS

Robert Talmage	Approved	09/25/2025 7:49 AM
Albert Bertram	Approved	09/25/2025 10:16 AM
Christopher Linsbeck	Approved	09/26/2025 8:00 AM
Pamela Hare	Approved	09/26/2025 9:47 AM
Heidi Prouse	Approved	09/29/2025 1:45 PM
Toni Brady	Approved	10/01/2025 8:44 AM
Jeffrey Rogers	Approved	10/08/2025 8:32 AM
Colleen Conko	Approved	10/08/2025 10:08 AM

NATURAL RESOURCES DEPARTMENT
AQUATIC SERVICES AND WATERWAYS ◆ ENVIRONMENTALLY SENSITIVE LANDS
16161 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4742 ◆ W www.HernandoCounty.us

DATE

Hernando County
20 N. Main Street
Room 460
Brooksville, FL 34601

Subject: MANATEE PROTECTION ZONE SURVEY

To Whom it May Concern,

During the August 26, 2025, Board of County Commissioners meeting, a draft Manatee Protection Zone (MPZ) ordinance was presented. This proposed MPZ would cover all waters and tributaries of the Mud River and Weeki Wachee Gardens to Shoal Line Blvd. As numerous concerns were raised by citizens during this meeting, the BOCC requested a survey be conducted among all citizens living in or directly adjacent to the proposed MPZ.

As you reside on property within the proposed Manatee Protection Zone or on property that is directly affected by it, the BOCC kindly requests that you fill out the survey which can be accessed via the link below.

LINK/ QR Code

If you have any questions, please contact Carla Burrmann at cburrmann@hernandocounty.us.

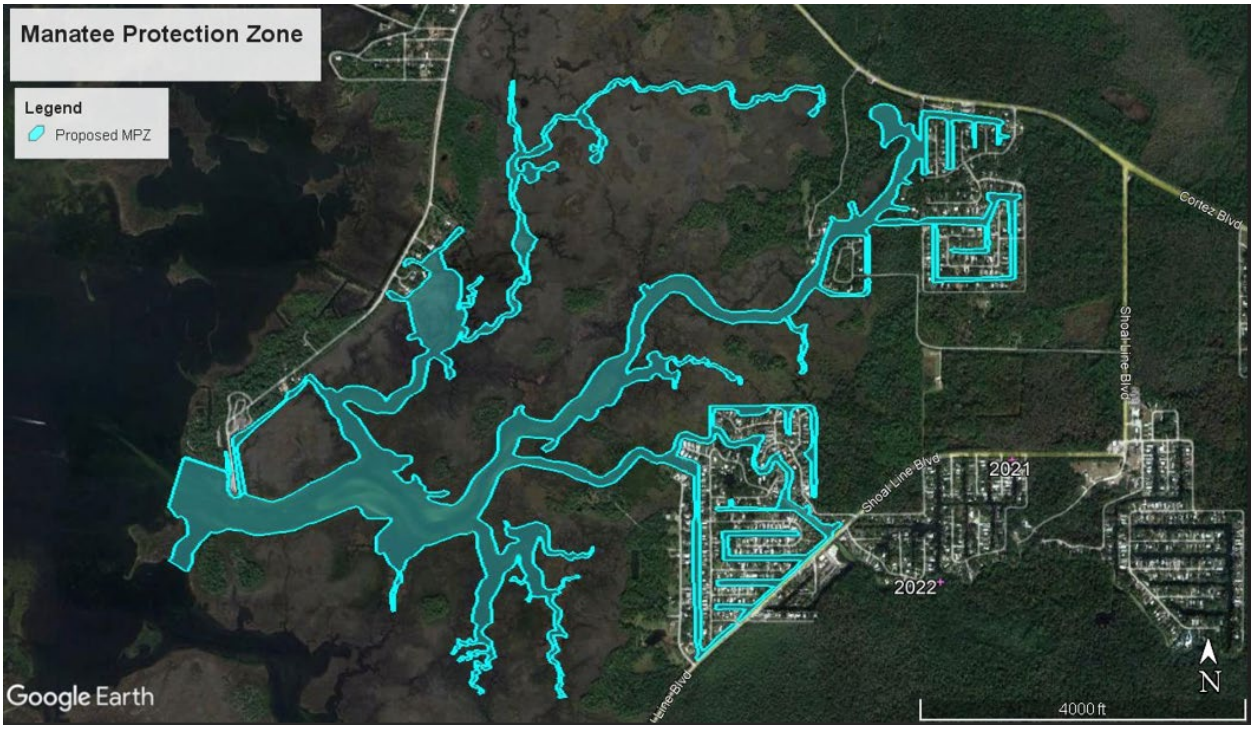
Respectfully,

Natural Resources Department
Hernando County

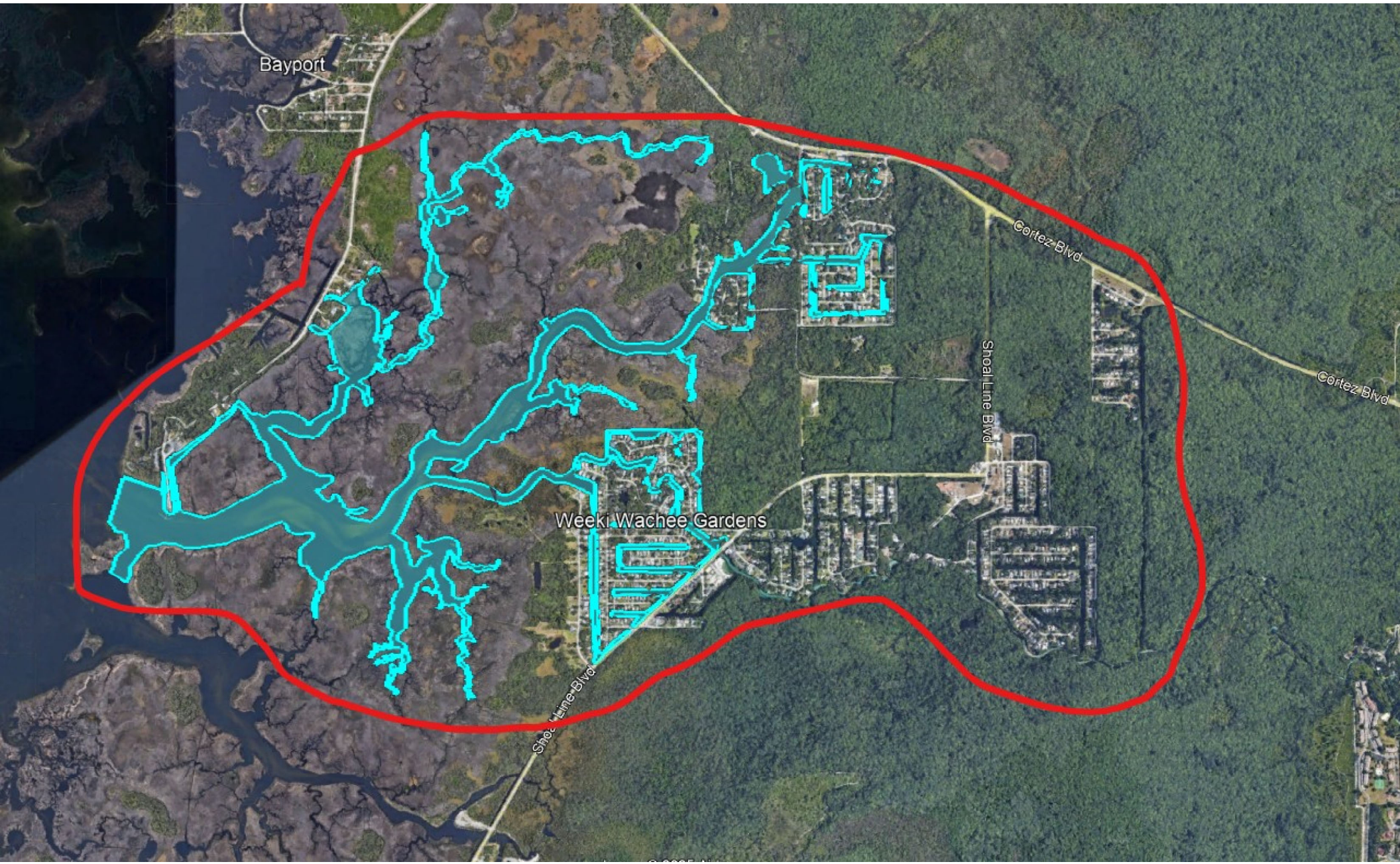
Manatee Protection Zone (MPZ) survey

1. Are you in favor of protecting manatees from harmful collisions with vessels by restricting the speed and operation of vessels where necessary?
    - Yes
    - No

2. Are you in favor of having a Manatee Protection Zone placed over the Mud River, Weeki Wachee Gardens, and associated tributaries as noted in the picture below?
    - Yes
    - No



3. Which of the following regulations would you be in favor of utilizing in the Manatee Protection Zone to regulate vessel speed and operation:
    - Slow speed, minimum wake all year (in existing Resume Normal Operation areas only; existing Idle Speed/No Wake zones would be unchanged).
    - Idle speed, no wake - all year
    - Idle speed, no wake from Oct 1 to April 30 (in existing Resume Normal Operation areas only)
    - Slow speed, minimum wake all year (excluding existing Idle Speed/No Wake zones)
    - Slow speed, minimum wake from Oct 1 to April 30 (in existing Resume Normal Operation areas only)
    - No change


Bayport
Cortez Blvd
Shoal Line Blvd
Cortez Blvd
Weeki Wachee Gardens

First Name	Last Name	Address 1	Address 2
PETER AND GENEVIEVE	BERUBE	4812 SCOTT RD	LUTZ FL 33558-4891
DAVID AND DEBRA	BISAHA	6424 W RICHARD DR	WEEKI WACHEE FL 34607-1628
VISSARIO AND DURINDA	DELAPORTAS	1208 ROLLINGWOOD DR	TARPON SPRINGS FL 34689-3886
KATHERINE AND JAMES	OLESON	4355 SPRING LAKE HWY	BROOKSVILLE FL 34601-8005
MARK	ROSTEL	9326 ELIDA RD	SPRING HILL FL 34608-4745
PAUL AND ANNE	NEIBERGER	2384 MADRID AVE	SAFETY HARBOR FL 34695-2101
DAVID AND SHARON	WILSON	3480 BLUEFISH DR	HERNANDO BEACH FL 34607
ANNA	WALKER	7397 GETTYSBURG DR	WEEKI WACHEE FL 34607-1722
JACQUELINE	FAY	7401 GETTYSBURG DR	WEEKI WACHEE FL 34607
ANTHONY AND DAWN	HIXON	6322 QUAIL RIDGE DR	TAMPA FL 33625-5647
PATRICIA	LANIER	7419 GETTYSBURG DR	WEEKI WACHEE FL 34607-1724
SIMONA	BLANCO	1712 NW 1ST PL	CAPE CORAL FL 33993-5144
WILLIAM AND CHERYL	NEWELL	7388 GETTYSBURG DR	WEEKI WACHEE FL 34607-1721
DEVON AND TRACY	PALOMBO	7380 GETTYSBURG DR	WEEKI WACHEE FL 34607
EDWIN	GANEA	7374 GETTYSBURG DR	WEEKI WACHEE FL 34607-1721
LARRY	LAPOLE	7368 GETTYSBURG DR	WEEKI WACHEE FL 34607-1721
THOMAS AND GLENDA	MIMS	18810 ARBOR DR	LUTZ FL 33548
DAVID AND PATRICIA	RUPP	5260 TUNA LN	WEEKI WACHEE FL 34607-1439
JAMES RUSSELL	BARNES	5281 TUNA LN	WEEKI WACHEE FL 34607-1440
RONALD	LINARES	5293 TUNA LN	WEEKI WACHEE FL 34607-1440
GORDON AND JEANETTE	JACOBY	131 BROOKSHIRE CT	KINGSLAND GA 31548-3808
MONICA	EUBANKS	PO BOX 466	KING NC 27021-0466
KAITLYN AND SHANE	HARTLEY	4450 CALIFORNIA ST	BROOKSVILLE FL 34604-8021
GARY S	RUSSELL	344 OAKRIDGE RD	ORMOND BEACH FL 32174-7905
MARCIA	HARTLEY	6342 SEBRING ST	WEEKI WACHEE FL 34607-1644
TARA AND JOHN	PELUSO	14027 NE 14TH AVE	OKEECHOBEE FL 34972-8571
JENNIFER	BREWER	601 W MIRACLE STRIP PKWY	MARY ESTHER FL 32569-1839
TERRY JO	HARFORD	220 NETTLES LN APT 103	PONTE VEDRA FL 32081-7418
JAMES AND LISA	DONOVAN	7114 PORPOISE ST	WEEKI WACHEE FL 34607-1417
LINDA	WALLEKER	7132 PORPOISE ST	WEEKI WACHEE FL 34607-1417
NEIL AND SUSAN	MYERSCOUGH	7138 PORPOISE ST	WEEKI WACHEE FL 34607-1417
CHRISTOPHER AND BRIDGET	JAROS	4553 S MAJOR TER	INVERNESS FL 34452-7852
REBECCA ALVAR AND	MICHAEL THOMAS	318 E WILLOW ST	DULUTH MN 55811-2627
REBECCA ALVAR AND	MICHAEL THOMAS	312 N 9TH AVE W	DULUTH MN 55806-2257

PETER AND RITA	KJENAAS	6333 BEAR TRAIL	WEEKI WACHEE FL 34607-1610
LISA	VAN BUSKIRK	9077 WALNUT POINT RD	CANASTOTA NY 13032-4441
LOUIS AND HEATHER	HIGH	4386 CORTEZ BLVD	SPRING HILL FL 34607-1209
JOSEPH AND KERIANN	PERRINI	6240 ISLAND DR	WEEKI WACHEE FL 34607-1349
TRAVIS AND ALEXANDRA	GRAVES	6089 COFER RD	WEEKI WACHEE FL 34607-1316
DENNIS AND AMY	BRAUN	5310 FELKER DR	WEEKI WACHEE FL 34607-1339
RHONDA	MATTHEWS	13285 SWEET HILL RD	POLK CITY FL 33868-7427
LUCAS	JOHNS	5300 FELKER DR	WEEKI WACHEE FL 34607-1339
WILLIAM AND KATHLEEN	PENT	5849 SEYMOUR AVE	THE VILLAGES FL 32163-5744
DONALD AND CHRISTIE	BENDICKSON	3619 5TH AVE NE	BRADENTON FL 34208-5081
CHRISTOPHER	OWENS	2560 THORNHILL RD	AUBURNDALE FL 33823-4719
MATTHEW AND JESSICA	IRWIN	3317 EVERGREEN LN	EAU CLAIRE WI 54701-5912
WALTER AND PATRICIA	MALLETT	7090 PORPOISE ST	WEEKI WACHEE FL 34607-1415
DENNIS AND SUSAN	BRANDON	7082 PORPOISE ST	WEEKI WACHEE FL 34607-1415
BRENDA	SMITH	7078 PORPOISE ST	WEEKI WACHEE FL 34607-1415
MARION THOMSON AND	JERRY LAWSON	7058 PORPOISE ST	WEEKI WACHEE FL 34607-1415
STEPHEN AND MARCEL	FEILINGER	334 LAGOON DR	PALM HARBOR FL 34683-5411
JAMES	PESAVENTO	1017 VENUS DR	COLORADO SPRINGS CO 80905-7751
JEFFREY AND NANCY	HARSHBARGER	7083 PORPOISE ST	WEEKI WACHEE FL 34607-1416
MATTHEW	CASAVANT	16410 LAKESHORE DR	MINNEOLA FL 34715-9464
JOSEPH AND LAURIE	GAGLIANO	7040 CALIFORNIA ST	BROOKSVILLE FL 34604-8406
WILLIAM AND GHADA	HUSSEY	4854 SHERBROOK DR	OLDSMAR FL 34677-5223
INMAN REID	BESSENGER	6068 PALM CREEK DR	WEEKI WACHEE FL 34607-1352
MICHAEL AND VIOLETTA	OFFENBERG	6677 W RICHARD DR	WEEKI WACHEE FL 34607-1635
DEBORAH	HATFIELD	22536 TAMPA AVE	PORT CHARLOTTE FL 33952-4749
SCOTT AND WHITNEY	NICKOLAS	14301 60TH ST N	CLEARWATER FL 33760-2708
KAREN	STOTSKY	6249 SEBRING ST	WEEKI WACHEE FL 34607-1643
MARK AND BARBARA	JOHNSON	10207 WATERS EDGE CT	WEEKI WACHEE FL 34613
JEFF AND CHERYL ANN	TRANK	33980 COUNTY ROAD 43A	STEAMBOAT SPRINGS CO 80487-9783
LANNY AND BEVERLY	SCHWALLER	8508 DEE CIR	RIVERVIEW FL 33569-4712
ROBERT AND NANCY	SPINNEWEBER	1403 PAGEDALE DR	CEDAR PARK TX 78613-5838
GARY AND TONYA	SHEPHERD	1021 PARKVIEW LN	LARGO FL 33770-4459
GARY	ALLEN	PO BOX 2475	DUNNELLON FL 34430-2475
WILLIAM AND CAMILLE	MOTLEY	1140 IDLEWILD DR S	DUNEDIN FL 34698-3107
BROOKE	HOSFORD	584 KEN HUBBARD RD	TERRA CEIA FL 34250

KELLY AND COLLEEN	HAVENS	4952 YELLOWSTONE DR	NEW PORT RICHEY FL 34655-4380
BRUCE	COLE	19598 HILL DR	MORRISON CO 80465-2412
JUSTUS AND CHRISTA	ESSMAN	4404 CORTEZ BLVD	WEEKI WACHEE FL 34607-1210
LEE AND BETTY	NEWBEGIN	7193 ALGONQUIN ST	WEEKI WACHEE FL 34607-1504
CHARLES	BOTHE	2303 E STATE ROAD 60	VALRICO FL 33594-3706
GORDON AND COLLEEN	COMBS	6809 E RICHARD DR	WEEKI WACHEE FL 34607-1640
LISETTE	BARREIRO	6829 ONYX DR N	SAINT PETERSBURG FL 33702-6555
CHRISTOPHER AND MELISSA	TEAL	209 MOUNTAIN RD	DILLSBURG PA 17019-1514
ROY AND DIANA	WILLIAMS	6419 SEABREEZE AVE	WEEKI WACHEE FL 34607
PATRICK	RIED	5484 DARLENE ST	WEEKI WACHEE FL 34607-1514
JOYCE	DONAHUE	6439 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
SHAWN	LAWRENCE	6445 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
BOBBY RAY	CARNES	6451 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
DOYLE	WINGARD	6457 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
WILLIAM	BOGUSLAWSKI	6452 SEABREEZE AVE	WEEKI WACHEE FL 34607
DONNA	FOX	6448 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
GERALD AND LINDA	GEE	6444 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
RANA	ZEITLER	6438 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
PATRICIA	URIVE	6432 SEABREEZE AVE	WEEKI WACHEE FL 34607
PATRICK AND AIMEE	PARMENTIER	6664 3RD AVE N	ST PETERSBURG FL 33710-7602
RITA	DIVIRGILLIO	7416 WESTSIDE AVE	WEEKI WACHEE FL 34607-1735
NEAL	AITKEN	6421 THERESA AVE	WEEKI WACHEE FL 34607-1732
JOSEPH AND OLGA	BUCHI	7277 CRYSTAL SPRING RUN	WEEKI WACHEE FL 34607-4033
ANTHONY AND THERESA	CETERA	140 CYPRESS RD	DUMONT NJ 07628-1033
EVAN	HALLWAS	6465 THERESA AVE	WEEKI WACHEE FL 34607-1732
JACQUELINE	VICTOR	5117 N BRANCH AVE	TAMPA FL 33603-2101
ROBERT	SEVERSON	PO BOX 5774	SPRING HILL FL 34611-5774
JAMES AND JOHNNA	AGIN	360 NE 63RD ST	OCALA FL 34479-5606
TASHA	MCBRIDE	1135 FAIRWAY DR	DUNEDIN FL 34698-2108
GLENN	BUSH	6434 THERESA AVE	WEEKI WACHEE FL 34607-1731
CLARENCE AND KATHY	SMITH	6428 THERESA AVE	WEEKI WACHEE FL 34607-1704
WYNDEL AND KIMBERLY	MORMAN	2912 W BALLAST POINT BLVD	TAMPA FL 33611-4006
SONJA	BOWER	1457 NEWHOPE RD	SPRING HILL FL 34606-4128
AGUSTIME	SOLA	6423 BASS RD	SPRING HILL FL 34607-1704
JOSEPH AND FATIMA	WEICK	1111 NE 24TH CT	POMPANO BEACH FL 33064-6456

ROLAND AND PATRICIA	TAPIA	1304 STALLINGS AVE	SPRING HILL FL 34609-5554
PHILIP	LA MONICA	3211 LUGUSTRUM DR	HERNANDO BEACH FL 34607-3512
RICHARD AND DERRICK	BIBEAU	6461 BASS RD	WEEKI WACHEE FL 34607-1704
MARY	SINGLETON	2653 BRUCE B DOWNS BLVD #108-195	WESLEY CHAPEL FL 33544-9206
ELIZABETH GIONFRIDDO AND	BYRON COLE	6487 BASS RD	WEEKI WACHEE FL 34607-1704
JERRY AND PATRICIA	MONTGOMERY	6489 BASS RD	WEEKI WACHEE FL 34607-1704
YVONNE AND JEFFERY	BAKER	6495 BASS RD	WEEKI WACHEE FL 34607-1704
SHEILA	STONE	6332 BEAR TRL	WEEKI WACHEE FL 34607-1609
PHILLIP	BROOKS	PO BOX 1831	CRYSTAL RIVER FL 34423-1831
STEVEN	TAUP	6340 BEAR TRL	WEEKI WACHEE FL 34607-1609
DAVID AND MARI	TONASCIA	PO BOX 1177	ARROYO GRANDE CA 93421-1177
KATHRIN	ROBINSON	PO BOX 902	ZEPHYRHILLS FL 33539-0902
ROBERT AND TABITHA	HAZELTON	7267 ARBORDALE DR	WEEKI WACHEE FL 34607-1602
ROSS	BAUER	1731 W WATROUS AVE APT 102	TAMPA FL 33606-3008
SHEEHAN	HAJAREE	7264 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
KAREN	LENHARD	7270 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
JONATHAN	GIVENS	7272 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
DIANE	RETTLER	7288 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
MICHAEL AND HEATHER	KREISMER	7300 ARBORDALE DR	WEEKI WACHEE FL 34607-1603
BARBARA	DODD	7306 ARBORDALE DR	WEEKI WACHEE FL 34607-1603
JULIE AND JEFFREY	ELLIS	PO BOX 453	MCKINNEY TX 75070-8138
SASHA AND ASHLEY	RABELO	2371 ISRAELI DR APT 29	CLEARWATER FL 33763-3015
LACEY AND CHRISTOPHER	TRIPLETT	3906 COURT ST	ZEPHYRHILLS FL 33541-4114
CHRISTOPHER NANCE AND	TRESSA GRIESHOP	6346 RICHARD DR	WEEKI WACHEE FL 34607-1626
ALEXANDER NADEAU AND	HAROLD HARLESS	6354 RICHARD DR	WEEKI WACHEE FL 34607-1626
GAYLE	ADAMSON	6362 RICHARD DR	WEEKI WACHEE FL 34607
MATT AND NORMA	HARRELL	6002 PRINTERY ST UNIT 105	TAMPA FL 33616-1409
MICHAEL AND JANET	GOODSON	PO BOX 271	BALM FL 33503-0271
LUKE, ROBERT, AND DALETTA	WALKER	22164 SNOW HILL RD	BROOKSVILLE FL 34601-4141
JOSEPH AND BRENNA	LORETTA	1887 GREEN HERON CT	JACKSONVILLE FL 32250-2538
RICHARD AND KAREN	BODWELL	4941 MISTY PINES TRL	LAKE WORTH FL 33463-3506
LYNDA	MILLER	6412 W RICHARD DR	WEEKI WACHEE FL 34607-1628
THOMAS AND MARY	KASSABAUM	6440 W RICHARD DR	WEEKI WACHEE FL 34607-1628
JAMES AND EILEEN	ERDOSY	6448 W RICHARD DR	WEEKI WACHEE FL 34607-1628
FREDERICK AND IDA	GANSEREIT	6450 W RICHARD DR	WEEKI WACHEE FL 34607-1628

ANKE AND GERHARD	ROTTMANN	LYCKER GANG 15	26388 WILHELMSHAVEN
SANDRA AND JOSEPH	LIZEWSKI	6470 W RICHARD DR	WEEKI WACHEE FL 34607-1628
GLEN AND SARAH	RUSSELL	6474 W RICHARD DR	WEEKI WACHEE FL 34607-1628
VINCENT	RYCZEK	PO BOX 1634	MOUNT PLEASANT TX 75456-1634
EZEKIEL	WESTFALL	2970 GLENPARK RD	PALM HARBOR FL 34683-2030
MICHAEL	FRITZ	4540 49TH TER N	SAINT PETERSBURG FL 33714-2846
BERL AND PAMELA	MERRILL	6042 AVENUE OF THE PALMS	WEEKI WACHEE FL 34607-1308
MICHAEL AND JACQUELINE	MAKAR	6122 BEACON POINT DR	WEEKI WACHEE FL 34607-1313
KEITH OLLER AND	DEREK ALFONSO	8008 SEQUESTER LOOP	LAND O LAKES FL 34637-7590
PATRICIA	MAKI	3447 COVENTRY DR	WATERFORD MI 48329-3221
THOMAS AND CATHY	KESSENICH	PO BOX 773	SAFETY HARBOR FL 34695-0773
CHARLOTTE AND KEVIN	COCHRAN	26323 WHIRLAWAY TER	ZEPHYRHILLS FL 33544-1549
TAMMY GEIGER AND	SHERRY SWAN	36402 EUNICE DR	ZEPHYRHILLS FL 33541-0747
CORA	FOX	6252 COMMERCIAL WAY PMB 1043	WEEKI WACHEE FL 34613-6329
GEORGE AND EMILY	FISH	8158 RIVER POINT DR	WEEKI WACHEE FL 34607-1357
WILLIAM	FLETCHER	16340 IOLA WOODS TRL	DADE CITY FL 33523-7476
JAMES AND HEATHER	STEWART	7106 7TH AVE NW	BRADENTON FL 34209-1533
CHRISTOPHER	SHAHEEN	6069 PALM CREEK DR	WEEKI WACHEE FL 34607-1353
ALEXANDER	NIKOLICH	6063 PALM CREEK DR	WEEKI WACHEE FL 34607-1353
KAREN	ALLEN HOLSTEIN	6053 PALM CREEK DR	WEEKI WACHEE FL 34607-1353
BRYAN AND MICHELLE	REVELS	12482 MEINERT AVE	BROOKSVILLE FL 34613-3851
STEPHEN AND KIMBERLEY	GURICK	2509 GEN HOPE RD	DUSHORE PA 18614-7897
CHARLES	HARRIS	6252 COLONY CIR	SPRING HILL FL 34607-1330
LARRY AND KATHY	ARROWOOD	470 ARROWOOD RD	CHILLICOTHE OH 45601-9382
RHONDA	MARSHANG	15499 MOHAWK RD	LYNDON IL 61261-9661
TIFFANY AND AMANDA	WATKINS	35230 ABBOTT CHARLES RD	DADE CITY FL 33525-0409
TIM	FRANCIS	6034 PALM CREEK DR	WEEKI WACHEE FL 34607-1352
WAYNE	FRANCIS	6028 PALM CREEK DR	WEEKI WACHEE FL 34607-1352
WILLIAM	ROBERTSON	5980 PALM CREEK DR	WEEKI WACHEE FL 34607-1350
RYAN AND TIFFANY	BODIFORD	1200 SE 101ST ST	TRENTON FL 32693-3338
LARRY AND JO	HUSSEY	5964 PALM CREEK DR	WEEKI WACHEE FL 34607-1350
KYLE	DAVIDSON	11200 OAKSHORE LN	CLERMONT FL 34711-5408
JAMES AND ETTA	DEWEY	33101 PORTAGE PATH	DADE CITY FL 33523-9181
SEAN	CURRAN	2212 MCALEER RD	SEWICKLEY PA 15143-8668
JOHN	DESENCHAK	47 FERNWOOD DR	MADISON TWP PA 18444-4120

DANIEL AND MARGARET	BECKER	6169 COLONY CIR	WEEKI WACHEE FL 34607-1329
ALICIA POWELL AND	NICOLE EUGENIO	8625 ASPEN CT	CHARLOTTE NC 28227-7074
ROBERT AND DEBRA	PHILLIPS	6205 COLONY CIR	WEEKI WACHEE FL 34607-1329
MICHAEL PLATT AND	JUDITH HENDRICKS	1214 TIMBERIDGE LOOP S	LAKELAND FL 33809-2354
ROBERT	LOBLEIN	6110 ISLAND DR	WEEKI WACHEE FL 34607-1345
VALERIE	RUPP	2566 STATE ROUTE 42	FORESTBURGH NY 12777-6153
CLINTON	ARCHIBALD	6100 ISLAND DR	WEEKI WACHEE FL 34607-1345
THOMAS AND JUDITH	OXTOBY	6094 ISLAND DR	WEEKI WACHEE FL 34607-1343
MICHAEL AND BARBARA	BOYD	228 EAST HAZEL DELL LN	SPRINGFIELD IL 62712-9573
BETTY	GRANT	6076 ISLAND DR	SPRING HILL FL 34607-1343
JOSEPH	PESCE	12100 SEMINOLE BLVD LOT 151	LARGO FL 33778-2820
TESSA DECARBO AND	ROBERT COMBES	1003 BELLASOL WAY STE 9203	APOLLO BEACH FL 33572-2074
JANET	ISAAC	6050 ISLAND DR	WEEKI WACHEE FL 34607-1343
LARRY AND LISA	JAMES	33522 PICCIOLA DR	FRUITLAND PARK FL 34731-6122
KATHLEEN	DECOSMO	6039 ISLAND DR	WEEKI WACHEE FL 34613
ARTHUR	KRISTOFERSON	6061 ISLAND DR	WEEKI WACHEE FL 34607-1344
BRENDA	MESSICK	6065 ISLAND DR	WEEKI WACHEE FL 34607-1344
ROBERT AND JULIE	PESCE	6071 ISLAND DR	WEEKI WACHEE FL 34607-1344
PATRICK AND SUSAN	DOOLEY	23307 ORLEANS PL	LAND O LAKES FL 34639-4254
ROBERTO AND ASHLEY	HUGUET	2719 SATURN RD	BROOKSVILLE FL 34604-7027
ALEX AND ALLISON	BENDER	6263 ISLAND DR	WEEKI WACHEE FL 34607-1348
WILLIAM AND NANCY	PENT	6278 ISLAND DR	WEEKI WACHEE FL 34607-1349
ALBERT AND ERICA	PLESS	6435 6TH AVE N	ST PETERSBURG FL 33710-6907
BLASÉ AND CHARLOTTE	WRIGHT	6250 ISLAND DR	WEEKI WACHEE FL 34607-1349
GERALD	SPRINGSTEAD	11110 PONCE DE LEON BLVD	BROOKSVILLE FL 34601
ADRIAN	KILBY	4231 CORTEZ BLVD	WEEKI WACHEE FL 34607-1206
THERESA	HAMLET	PO BOX 5724	SPRING HILL FL 34611-5724
CHARLOTTE AND KEVIN	VALDEZ	27175 WAKEFIELD DR	BROOKSVILLE FL 34602-7224
LISA	FOXWORTHY	11000 MAYBIRD AVE	WEEKI WACHEE FL 34613-3615
BESSIE	MORRIS	7225 WESTWIND ST	WEEKI WACHEE FL 34607-1455
EDDIE AND GENELLE	MOUNCE	PO BOX 578	DAHLONEGA GA 30533-0010
MICHAEL AND CYNTHIA	CADY	7107 E HILL RD	GRAND BLANC MI 48439-9169
JOY	DELBRIDGE	10056 IRISH RD	GOODRICH MI 48438-9096
VICKIE	LANIER	6488 NEBULA ST	WEEKI WACHEE FL 34613-6235
KEVIN AND RITA	LEDLIE	6195 90TH AVE N	PINELLAS PARK FL 33782-4809

THOMAS AND REBECCA	HOUSTON	7177 WESTWIND ST	WEEKI WACHEE FL 34607-1451
STEVEN AND AARON	SEREDA	11375 LOMITA WREN RD	WEEKI WACHEE FL 34614-3132
JULIE	RAMECH	7165 WESTWIND STREET	WEEKI WACHEE FL 34607
SCOTT AND JENNIFER	CAMPBELL	824 WELLS ST	DELAFIELD WI 53018-1854
ROBERT AND TRENT	LIMA	7157 WESTWIND ST	WEEKI WACHEE FL 34607-1451
BRYAN AND REBECCA	SCOTT	7153 WESTWIND ST	WEEKI WACHEE FL 34607-1451
MARY	HOGELAND	7127 WESTWIND ST	WEEKI WACHEE FL 34607-1451
RAYMOND AND KATHRYN	JENNINGS	PO BOX 3610	SPRING HILL FL 34611-3610
WILLIAM AND KAREN	VICKERS	7115 WESTWIND ST	WEEKI WACHEE FL 34607-1451
HERSCHEL AND DEBORAH	MORRIS	6832 POLEY CREEK DR W	LAKELAND FL 33811-2421
PHILIP	CARUSO	950 VERSAILLES CIR	MAITLAND FL 32751-4567
KAREN	ADAMS	119 N MARSH RD	SAVANNAH GA 31410-1025
RICHARD	STANLEY	7095 WESTWIND ST	WEEKI WACHEE FL 34607-1447
TODD AND CORITA	ZERNICK	7087 WESTWIND ST	WEEKI WACHEE FL 34607-1447
JASON	WRUBEL	3430 N TROPICAL TRL	MERRITT ISLAND FL 32953-8223
AMY	PESAVENTO	2000 SUNDOWN DR	COLORADO SPRINGS CO 80905-7654
LINDA, KYLE, AND RACHEL	LEWIS	4010 W VASCONIA ST	TAMPA FL 33629-8537
JAMES	WILKES	9500 WALLIEN DR	BROOKSVILLE FL 34601-5208
JANETH	BODENMILLER	7271 WESTWIND ST	WEEKI WACHEE FL 34607-1455
ANDREW AND CONNIE	CICORIA	100 - 316070 111TH ST W	FOOTHILLS AB T1S 0V7
EDWARD AND ANTOINETTE	JUDY	5226 FOXHALL CT	WEEKI WACHEE FL 34607-1409
JOSEPH AND KINDLE	BOWDEN	4801 RICARDO LN	LAKELAND FL 33813-2337
CLIFFORD AND ELIZABETH	SMITH	342 10TH AVE NE	ST PETERSBURG FL 33701-1913
MARSHALL AND MARLENE	MAEDER	11275 BEAVERBANK ST	WEEKI WACHEE FL 34614-3014
MICHAEL	KLINE	5231 FOXHALL CT	WEEKI WACHEE FL 34607-1410
THOMAS	COOK	914 E HIGHLAND DR	LAKELAND FL 33813-1739
KATHRYN	KOLANOWSKI	7287 WESTWIND ST	WEEKI WACHEE FL 34607-1443
KARNE AND RICHARD	SCHATZMAN	6030 WAVERLY RD	WEEKI WACHEE FL 34607-1547
DEBRA	CAMARA	14 PORTULACA CT S	HOMOSASSA FL 34446-6226
WILLIAM	STOUT	2554 RIDGE AVE	EGG HARBOR TOWNSHIP NJ 08234-5552
HEATHER AND RICH	FIORELLI	PO BOX 1454	DADE CITY FL 33526-1454
JOHN AND MARGARET	TEMPLETON	1920 SADDLE HILL RD S	DUNEDIN FL 34698-2404
LEWIS, SANTO, AND LILLIAN	LINK	1517 OAKFIELD DR	BRANDON FL 33511-4856
GERARD AND RHONDA	VAN EYK	18719 LAKESHORE DR	LUTZ FL 33549-3830
FREDERICK	BARNES	19712 RHEA SEE DR	LUTZ FL 33548-7208

JESSICA HARPER AND	DAVID HOOVER	6025 WAVERLY RD	WEEKI WACHEE FL 34607-1548
TERESA	EDMONDSON	7185 BETHESDA CT	WEEKI WACHEE FL 34607-1506
KYLE AND JESSICA	DAVIS	1960 COUNTY ROAD 194	FREDERICKTOWN OH 43019-9253
CAROL	DAVIS	4105 WILLIS RD	MULBERRY FL 33860-7219
AMY AND VINCENT	DIPPOLITO	7215 BETHESDA CT	WEEKI WACHEE FL 34607-1508
CALLEY AND CHAD	JORDAN	6015 ROLLING VISTA LOOP	DOVER FL 33527-4267
HENRY AND CORRINA	RAND	15740 67TH CT N	LOXAHATCHEE FL 33470-5730
THERESA	BEST	7235 BETHESDA CT	WEEKI WACHEE FL 34607-1508
FRANK	TURNER	5327 HUSHPUPPY LN	WEEKI WACHEE FL 34607-1524
PHILIP	GARCIA	7207 S WESTSHORE BLVD	TAMPA FL 33616
TOMMY	ODDO	5361 HUSHPUPPY LN	WEEKI WACHEE FL 34607-1524
THOMAS AND BARBARA	GUYTON	8127 SW 95TH LN	GAINESVILLE FL 32608-6228
CHARLES	CANTRELL	104 S PIKE ST	NEW CARLISLE OH 45344-1937
JONATHAN	HARTMAN	6262 SEA GULL CIR	LOVELAND CO 80538-7065
GWENDOLYN AND JUSTIN	SANDERS	2202 GROVE DR	NAPLES FL 34120-7500
STEPHEN	CASTLEBERRY	3240 10TH ST N	SAINT PETERSBURG FL 33704-1204
SCOTT	JOA	8293 SUNSHINE GROVE RD	BROOKSVILLE FL 34613-4803
BRIAN AND PATRICIA	MAY	7094 PATTERSON DR	WEEKI WACHEE FL 34607-1525
JANE AND THOMAS	MEHURON	10349 NINA CT	NEW PORT RICHEY FL 34654-2539
DAVID	WOODHOUSE	8328 PEGGY ST	TAMPA FL 33615-2819
MICHAEL	PHILLIPS	14242 HURRICANE DR	WEEKI WACHEE FL 34614-1822
RICHARD	PHELPS	5251 ALPACA DR	WEEKI WACHEE FL 34607-1402
PENELOPE	BLACK	4930 LUCE RD	LAKELAND FL 33813-2328
BRADLEY	CRAMER	546 PALMER RD	BELLEAIR BLUFFS FL 33770-1747
JOHN AND CHERYL	SCOGTT	3125 HENDERSON CIR W	LAKELAND FL 33803-4419
BETH	DUGAN	124 CARTLAND RD	LEE NH 03861-6333
ROBYN	BREWER	5260 PALISADE DR	WEEKI WACHEE FL 34607-1413
PATSY	SCOTT	32624 KNOLLWOOD LN	WESLEY CHAPEL FL 33545-5017
TINA	STOKES	5274 PALISADE DR	SPRING HILL FL 34607-1413
LINDA	DRENNING	13011 KANAWHA DR	WEEKI WACHEE FL 34614-1928
BONNA AND DAVID	LARSON	5293 PALISADE DRIVE	WEEKI WACHEE FL 34607
GARY AND PATTY	BENNETT	3446 ARROWWOOD DR	LAKELAND FL 33811-1927
MICHAEL AND CLYDE	HANEY	5275 PALISADE DR	WEEKI WACHEE FL 34607-1414
DAVID AND ARLENE	PERKINS	2955 MISSION LAKES DR	LAKELAND FL 33803-5910
STEVEN AND PATRICIA	PARKER	10926 SKEWLEE RD	THONOTOSASSA FL 33592-3000

CHRISTINA MATHIS AND	MICHELLE WALBRIDGE	13122 DOUGLAS RD	DADE CITY FL 33525-7918
ROBERT AND NICOLE	QUINN	17603 HACKAMORE PL	LUTZ FL 33549-5685
BRETT AND BART	PHARES	1160 BREEZE DR	LARGO FL 33770-1639
WILLIAM AND BETSY	LOWRIE	5262 RAY DR	WEEKI WACHEE FL 34607-1419
JAMES	KRAMER	1651 S BETTY LN	CLEARWATER FL 33756-1229
NICHOLE	SOYKA	2435 BAYWOOD DR E	DUNEDIN FL 34698-2055
REBECCA	HOUPE	141 BILBAO DR	ST AUGUSTINE FL 32086-8851
JEFFREY AND KAREN	JOHNSON	5296 RAY DR	WEEKI WACHEE FL 34607-1419
LAWRENCE AND DENISE	NIESEN	5314 RAY DR	WEEKI WACHEE FL 34607-1421
DAVID AND DEBRA	BEAL	6252 COMMERCIAL WAY # 118	WEEKI WACHEE FL 34613-6329
JERRY AND GLORIA	LAWSON	5337 RAY DR	SPRING HILL FL 34607-1422
LOWELL AND WILLIAM	BEBOUT	7425 SKYLARK DR	SPRING HILL FL 34606-3750
KATIA	MILAGROS	1409 FINDLAY AVE	SPRING HILL FL 34609-4742
MICHAEL AND DIANE	DAVIDSON	17615 GLADYS ST	MONTVERDE FL 34756-3131
STANLEY AND LANDIE	BROOKS	6559 SHINDLER DR	JACKSONVILLE FL 32222-1643
JOHN	GIBSON	328 N SMOKEY MOUNTAIN RD	SEFFNER FL 33584-4010
MICHAEL AND BRENDA	DECOSMO	6900 49TH ST N	PINELLAS PARK FL 33781-5733
EDWARD AND KATHLEEN	WOLF	5281 RAY DR	WEEKI WACHEE FL 34607-1420
RON	MCCABE	5277 RAY DR	WEEKI WACHEE FL 34607-1420
BEVERLY AND KYLE	HARVEY	101 WINDING WILLOW DR	PALM HARBOR FL 34683-5830
ARTHUR	NUGENESS	5265 RAY DR	WEEKI WACHEE FL 34607-1420
MALI	ALGER	5259 RAY DR	WEEKI WACHEE FL 34607-1420
JOHN	LABRIE	5253 RAY DR	WEEKI WACHEE FL 34607-1420
WILLIAM AND TAMMY	MEHL	19819 ALABAMA RD	SPRING HILL FL 34610-4103
DAVID AND MARILYN	SETTER	2751 CATTAIL CT	LONGWOOD FL 32779-4433
JILL	SETTER	7156 WESTWIND ST	WEEKI WACHEE FL 34607-1452
JOSEPH AND LOUISE	ROBERTS	6332 INDIA DR	SPRING HILL FL 34608-1228
GINA	SCHRADER	7164 WESTWIND ST	WEEKI WACHEE FL 34607-1452
ROBERT	BOWERS	5280 CIRCLE DR	WEEKI WACHEE FL 34607-1403
ANGEL AND KAREN	MEULENER	5290 CIRCLE DR	WEEKI WACHEE FL 34607-1403
ANTHONY AND CHYNA	SNOW	5296 CIRCLE DR	WEEKI WACHEE FL 34607-1403
IVA	CUNNINGHAM	5308 CIRCLE DR	WEEKI WACHEE FL 34607-1405
BOYCE AND ESTHER	BARNETTE	2532 PARKLAND DR	LAKELAND FL 33811-2058
RANDLE AND KRISTI	STURGILL	3516 ALBRITTON ST	NEW PORT RICHEY FL 34655-2140
CHRISTOPHER AND JILLIAN	HOPKINS	1620 PARKVIEW LN	LARGO FL 33770-4415

JENNIFER AND MARGARET	LIVERNOIS	2728 NARCISSUS DR	HOLIDAY FL 34691-6736
RAYMOND AND LINDA	HARRIS	3228 LAKE CONINE DR W	WINTER HAVEN FL 33881-1450
WILLIAM AND DENISE	SCHETTINO	5215 LADY ROSE CT	LUTZ FL 33558-9037
BRYAN AND TAMMY	TUNNELL	13947 CURLEY RD	DADE CITY FL 33525-0307
JAMES AND JULIE	ROMAN	17946 COOK LN	SPRING HILL FL 34610-4500
JON AND GINA	ANGLIN	390 5TH ST SW	NAPLES FL 34117-2107
BENJAMIN AND CHERINA	LEYH	12608 TIMBER RUN	DADE CITY FL 33525-8148
EDWARD AND LYNN	ROBINSON	2156 43RD ST	CALEDONIA WI 53108-9402
MICHAEL AND SUSAN	MURRAY	16032 SURREY DR	HUDSON FL 34667-4138
CARMINE AND LAURA	RUFA	4502 BURMUDA DR	HERNANDO BEACH FL 34607
LAURA AND JONATHAN	BLANCHARD	419 BOWLES ST	NEPTUNE BEACH FL 32266-4922
LOUIS AND HELEN	CARASTRO	4809 W BAY COURT AVE	TAMPA FL 33611-1007
BRANDON	CROOKES	1034 NE 44TH CT	OAKLAND PARK FL 33334-3824
VANESSA	WOLF	5460 CIRCLE DR	WEEKI WACHEE FL 34607-1407
JONATHAN AND CHELSEA	ALLEN	18782 CRAIG LOOP	HUDSON FL 34667-6207
TERRY	ENGLAND	309 6TH AVE	INDIAN ROCKS BEACH FL 33785-2549
DOUGLAS	JAMES	12255 75TH ST	LARGO FL 33773-3031
JEFFREY AND DOROTHY	HARDEMAN	363 WALDEN RD	THOMASVILLE GA 31792
KATENA	DEMAS	107 HIGHLAND AVE	DUNEDIN FL 34698-7919
THOMAS AND MARY	JORDAN	37330 VERO LN	DADE CITY FL 33525-5936
RAUL AND MARY	PECINA	5461 CIRCLE DR	WEEKI WACHEE FL 34607-1408
PAUL AND RICHARD	HORSMAN	1399 FOREST PKWY	LAKE CITY GA 30260-3424
LARRY AND SUSAN	MCMURPHY	5449 CIRCLE DR	WEEKI WACHEE FL 34607-1408
THOMAS	TAFELSKI	12841 66TH ST	LARGO FL 33773-1806
JIMMY	BARBER	5435 CIRCLE DR	WEEKI WACHEE FL 34607
MARITZA AND WILLIAM	WOLFE	5399 CIRCLE DR	WEEKI WACHEE FL 34607-1406
CATHERINE AND MICHAEL	GREEN	10911 SW 85TH CT	GAINESVILLE FL 32608-5858
JACQUELINE	BARBER	5381 CIRCLE DR	WEEKI WACHEE FL 34607-1406
CHARLES AND JUDY	CORNEAL	PO BOX 127	AUBURNDALE FL 33823-0127
ROBERT AND TERESA	BEST	4925 TIMBERLAN ST	TAMPA FL 33624-6301
LORI AND JOHN	ALLEN	5375 CIRCLE DR	WEEKI WACHEE FL 34607-1406
MARK AND BARBARA	WESTON	340 BLANCA AVE	TAMPA FL 33606-3630
JEFFERY AND GINA	NASSE	6300 70TH AVE N	PINELLAS PARK FL 33781-4054
JOHN AND CONSTANCE	COLLINS	5363 CIRCLE DR	WEEKI WACHEE FL 34607-1406
ELAINE	RYCZEK	5357 CIRCLE DR	WEEKI WACHEE FL 34607-1406

DONNA AND DARLENE	HUBER	5323 CIRCLE DR	WEEKI WACHEE FL 34607-1406
MELISSA	NACY	12139 OAKWOOD DR	HUDSON FL 34669-1212
VERNON AND JAMIE	GINGRAS	205 23RD AVE SW	LARGO FL 33778-1727
KATHY	LEAPLEY	5588 S BLUEGILL WAY	FLORAL CITY FL 34436-2238
CHARLES AND BETH	BATLEY	11136 JENNY WREN RD	WEEKI WACHEE FL 34614-3109
JENNIFER CAMPBELL AND	LISA FREUND	7161 WESTWIND ST	WEEKI WACHEE FL 34607-1451
BLAKE	HARDING	10148 E MEADOW HILL DR	SCOTTSDALE AZ 85260-9217
LESTER AND RUBY	TURNER	5570 DARLENE ST	WEEKI WACHEE FL 34607-1517
DANIEL AND ANNE	THETARD	5574 DARLENE ST	WEEKI WACHEE FL 34607-1517
CHARLES AND RUTH ANN	SUBER	5567 DARLENE ST	WEEKI WACHEE FL 34607
JOHN	MARTIN	32716 WINDY OAK ST	SORRENTO FL 32776-8789
MICHAEL AND MICHELE	PLUMMER	7186 ALGONQUIN ST	WEEKI WACHEE FL 34607-1503
MICHAEL AND KATHY	STOKES	7192 ALGONQUIN ST	WEEKI WACHEE FL 34607-1503
JAMIE	NEWBEGIN	7195 ALGONQUIN ST	WEEKI WACHEE FL 34607-1504
CHRISTOPHER	SHAHEEN	PO BOX 175	DADE CITY FL 33526-0175
STEVEN	KOENIG	4510 SIERRA MORENA AVE	CARLSBAD CA 92010-2833
DANIEL AND ROBYN	CRONIN	5421 GAY ST	WEEKI WACHEE FL 34607-1522
SAM	HUNTER	4208 N ALBANY AVE	TAMPA FL 33607-6504
JOHN AND MARGARET	MAHONY	145 IRWIN ST W	SAFETY HARBOR FL 34695-2241
LINDA AND ROBERT	FAUSTINO	5820 80TH TER N	PINELLAS PARK FL 33781-2225
DAVID	PLUNKETT	11925 STATE ROAD 471	WEBSTER FL 33597-5109
JONATHAN AND CATHY	MURPHY	5524 RAMADA ST	WEEKI WACHEE FL 34607-1529
MARK LAROCHE AND	WILLIAM SHEPHERD	5787 VIOLA RD	VENICE FL 34293-6708
OWEN AND LINDA	PRATER	5586 RAMADA ST	WEEKI WACHEE FL 34607-1529
STEVEN AND DAWN	DEINNOCENTIIS	5588 RAMADA ST	WEEKI WACHEE FL 34607-1529
JAMES AND SARAH	OBRIEN	5606 RAMADA ST	WEEKI WACHEE FL 34607-1531
RICKY AND CHERIE	ROOKS	2303 EDITH DELANEY LN	PLANT CITY FL 33565-6204
KEITH WETHERINGTON AND	DONNA CARLSEN	7257 WIMBERLY CT	WEEKI WACHEE FL 34607
KERRY	OLOUGHLIN	117 W 92ND ST APT 5A	NEW YORK NY 10025-7550
HERBERT	SHALLCROSS	7247 WIMBERLY CT	WEEKI WACHEE FL 34607-1555
PATRICK AND NANCY	SHARPE	14442 NUGENT CIR	SPRING HILL FL 34609-5474
BRIAN AND LINDSEY	MONTAGUE	19806 WETHERBY LN	LUTZ FL 33549-9328
JANICE	THOMPSON	136 E KLUBERTANZ DR	SUN PRAIRIE WI 53590-1449
ELLA	DOUGLAS	8631 WALLINGS RD	NORTH ROYALTON OH 44133-2931
PAUL AND KIM	DEBUSSCHERE	2055 TERRACE VIEW LN	SPRING HILL FL 34606-3282

RICHARD	SILCOX	11214 154TH AVE CT E	PUYALLUP WA 98374-2064
JUDY	LEWIS	7279 COVENTRY CT	SPRING HILL FL 34607-1510
THOMAS AND MELISA	LOWE	907 KEELING ST	BROOKSVILLE FL 34601-1006
STEVEN AND ALICE	ARCHIBALD	8402 SHAW RD	BROOKSVILLE FL 34602-5415
DAWN AND SERGIO	COBIAN	5104 ABBONMARSH CIR	BROOKSVILLE FL 34604-9103
ALEX AND JENNIFER	ESPINET	15548 SW 152ND LN	MIAMI FL 33187-5464
KAREN	ALBINO	19037 FISHERMANS BEND DR	LUTZ FL 33558-9754
NICHOLAS AND ALLISON	DUGGAN	4120 BARBOUR TRL	ODESSA FL 33556-4137
NILS AND JEAN	ANDERSON	2894 MONKTON RD	VERGENNES VT 05491-9793
DAVID	STUNKARD	1712 DEANNA DR	APOPKA FL 32703-4792
LAINE	SMITH	11833 TEE TIME CIR	NEW PORT RICHEY FL 34654-6233
REED AND JULIE	TEAL	2648 CLUBHOUSE DR N	CLEARWATER FL 33761-2711
JOHN AND DAWN	COX	19136 TYLER RD	ODESSA FL 33556-5242
JASON AND JONATHAN	BORTZ	2102 BAYSHORE DR	BELLEAIR BEACH FL 33786-3427
JANICE	ADKINS	4050 64TH ST N	ST PETERSBURG FL 33709-4838
JAMES AND SARAH	LOOKER	5355 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1445
GREGORY AND ALLISON	PROSE	17 SALVIA CT W	HOMOSASSA FL 34446-5426
PHILIP AND VERDA	KESSLER	5343 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1445
RICHARD AND DANA	TORRENS	5331 TUSCAWILLA CT	WEEKI WACHEE FL 34607-1412
WADE AND PRISCILLA	THOMAS	4590 118TH AVE N	CLEARWATER FL 33762-4405
JONATHAN AND CATHY	CAMPBELL	310 VALLEY ST	HENDERSONVILLE NC 28739-4814
DANIEL	CENTER	3234 58TH TER E	BRADENTON FL 34203-5380
MICHAEL AND DENISE	ERWIN	5293 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
TRAVIS AND CHRISTY	COPE	5287 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
MICHAEL AND JANE	COPE	5283 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
LAUREL	WELTE	13360 CHAMBORD ST	BROOKSVILLE FL 34613-6812
WALTER AND STACY	JACOBY	1101 BURRISRIDGE DR	LAKELAND FL 33809-0886
VERNON AND LOUISE	TONNESEN	10885 SW 77TH CT	OCALA FL 34476-3716
KELLIE	DAVIDSON	5217 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
DAVID	TUTTLE	5209 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
STEVEN AND WHITNEY	RYAN	2542 CLAYMORE ST	ODESSA FL 33556-4015
OSNAY AND OMAR	ARROYO	592 GEORGENE RD	HAINES CITY FL 33844-9025
JOHN AND MICHELE	MAHONEY	28531 BENNINGTON DR	WESLEY CHAPEL FL 33544-2827
WILLIAM AND CONNIE	HASPEL	17902 LORETTA LN	LUTZ FL 33548-7952
KENNETH	SCHULTZ	5282 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1441

MICHAELS	COPE	5288 TUSCAWILLA DR	WEEKI WACHEE FL 34607
JOHN AND COURTNEY	FINNAMORE	5394 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1444
VICKI	SOMMER	5410 TEAL DR	SPRING HILL FL 34607-1427
ORDA	COLBECK	3348 GREENWOOD DR	TRAVERSE CITY MI 49686-3816
TROY	SHANAHAN	2986 GUARDIAN LN	NEENAH WI 54956-9012
DIANA	DELIA	7250 WESTWIND ST	WEEKI WACHEE FL 34607-1454
CASEY MESSER AND	MICHELLE MESSER	3327 LAKE PADGETT DR	LAND O LAKES FL 34639-4504
DAVID	ROSE	7777 46TH AVE N LOT 75	SAINT PETERSBURG FL 33709-2442
TAYLOR AND JODI	ANDREWS	2301 34TH ST N	ST PETERSBURG FL 33713-3613
RICK AND JANE	SMITH	5353 SCHOOL RD	LAND O LAKES FL 34638-3603
WALTER AND JACKLYN	CHWALIK	3121 SATURN RD	BROOKSVILLE FL 34604-7032
WILLIAM BARKALOW AND	JULIE HUGHES	7247 TROPICAL DR	WEEKI WACHEE FL 34607-1430
RONALS AND NANCY	BARRETT	7251 TROPICAL DR	WEEKI WACHEE FL 34607-1430
DOUGLAS	PRICE	2318 LEES CT	BARTOW FL 33830-9757
JANE	PROSSER	7267 TROPICAL DR	WEEKI WACHEE FL 34607-1430
JAMES AND DONNA	MEYER	7271 TROPICAL DR	WEEKI WACHEE FL 34607-1430
BRET AND CARLA	SMITH	19109 MERRY LN	LUTZ FL 33548-5025
WILLIAM AND TAMMY	SWENSON	12433 102ND AVE	SEMINOLE FL 33778-3420
JOSHUA	REINOEHL	7291 TROPICAL DR	WEEKI WACHEE FL 34607-1430
KEITH AND TIFFANY	SABIEL	6301 86TH AVE N	PINELLAS PARK FL 33782-4706
JANEY	HARDING	7332 TROPICAL DR	WEEKI WACHEE FL 34607-1433
DONALD AND PATRICIA	CROSSLEY	8424 BEACHWOOD CT	SPRING HILL FL 34606-1103
DAVID AND JANICE	FULTON	7322 TROPICAL DR	WEEKI WACHEE FL 34607-1433
JASON AND LISA	TACKUS	12504 WEXFORD HILLS RD	RIVERVIEW FL 33569-6429
LINDA LEWIS AND	DONALD WILLIAMSON	7311 SUNFISH CIR	WEEKI WACHEE FL 34607-1426
BARBARA	CARROLL	7319 SUNFISH CIR	WEEKI WACHEE FL 34607-1426
DANNY AND SHANNA	WEAVER	7336 SUNFISH CIR	WEEKI WACHEE FL 34607-1425
NICHOLAS AND CANDICE	BRAUN	111 SEASES CIR	LEXINGTON SC 29072-8972
PETER AND PATRICIA	MOSER	3921 SW 5TH AVE	OCALA FL 34471-8416
CYLE SAGE AND	MANDY ZIPF	206 MEHLENBACHER RD	BELLEAIR FL 33756-1630
GEORGE AND EILEEN	MCALLISTER	7314 SUNFISH CIR	WEEKI WACHEE FL 34607-1425
ROBERT AND JEANNE	SEABERG	4530 HENDERSON BLVD	TAMPA FL 33629-6510
DAVID AND CATHERINE	NEASE	148 WERTZ DR	LARGO FL 33771-1047
PAUL AND LAURA	HILL	7300 SUNFISH CIR	WEEKI WACHEE FL 34607-1425
DANNY	SANTILLI	7294 SUNFISH CIR	WEEKI WACHEE FL 34607-1423

TIMOTHY	LASSETT	15832 BEREA DR	ODESSA FL 33556-3040
JAYLAUN	UZUNBOYLU	7266 TROPICAL DR	WEEKI WACHEE FL 34607-1429
DENNIS AND LINDSAY	BARBER	9717 SKEWLEE RD	THONOTOSASSA FL 33592-3205
WILLIAM AND AIMEE	TRUMP	2292 HANNAH WAY S	DUNEDIN FL 34698-9451
GARY AND JEFFREY	HODGES	7254 TROPICAL DR	WEEKI WACHEE FL 34607-1429
JOSEPH	HUCHRO	22916 SONOMA LN	LUTZ FL 33549-9340
CHARLES AND CYNTHIA	GLAZE	7238 TROPICAL DR	WEEKI WACHEE FL 34607-1429
BRUCE	MORTON	7299 TROPICAL DR	WEEKI WACHEE FL 34607-1432
MAUREEN	ROGERS	7305 TROPICAL DR	WEEKI WACHEE FL 34607-1434
PATRICIA	RUSSO	4807 N RIVER BLVD	TAMPA FL 33603
KERRI ANN	ALLEN	7315 TROPICAL DR	WEEKI WACHEE FL 34607
LISA	STOKES	5310 TROPICAL PT	WEEKI WACHEE FL 34607-1437
JAMES	HARTELY	7203 TROPICAL	WEEKI WACHEE FL 34607-1437
CAROL AND RALPH	DELL	1309 N RIVERHILLS DR	TEMPLE TERRACE FL 33617-4247
GREGORY AND TAMIKO	WELVAERT	8905 LINEBROOK DR	TRINITY FL 34655-5319
MARK AND CELENITA	WELVAERT	5280 TROPICAL PT	WEEKI WACHEE FL 34607-1435
LEE	BASSFORD	3921 MOSSY OAK DR	LAKELAND FL 33810-5404
MONROE AND FLORRIE	SMITH	5244 TROPICAL PT	WEEKI WACHEE FL 34607-1435
JOSHUA AND STEVEN	STEIN	13656 ARTESA BELL DR	RIVERVIEW FL 33579-2396
GARY	LONG	5247 TROPICAL PT	WEEKI WACHEE FL 34607-1436
JOHN AND GLENDA	EASTON	997 N GLEBE RD	MONTROSS VA 22520-4005
ANDREW	MELLON	8543 LEACH RD	CONNEAUT LAKE PA 16316-1835
GLENN AND NICOLE	MILLER	5261 TROPICAL PT	WEEKI WACHEE FL 34607-1436
MARCO AND ELIANA	GUADA	5285 TROPICAL PT	WEEKI WACHEE FL 34607-1436
CHRISTOPHER AND CHRISTINE	KNIGHTON	3300 SAN BERNADINO ST	CLEARWATER FL 33759-3619
JOHN	VINCIGUERRA	5303 TROPICAL PT	WEEKI WACHEE FL 34607-1438
CAROLYN AND ROY	GAUSE	5315 TROPICAL PT	WEEKI WACHEE FL 34607
GARY AND BONNIE	PLYLER	1550 CLEVELAND ST	CLEARWATER FL 33755-6003
JAMES AND EMILY	EVERSOLL	7323 TROPICAL DR	WEEKI WACHEE FL 34607-1400
GAYLE	PAIGE	PO BOX 104	WENTWORTH NH 03282-0104
ACOSTA AND DENISE	MCKINLEY	731 JAVA RD	COCOA BEACH FL 32931-3074
LISA	HUNT	6785 E RICHARD RD	WEEKI WACHEE FL 34607-1600
KEVIN AND SONYA	CURRY	6807 E RICHARD DR	WEEKI WACHEE FL 34607-1640
ROBERT AND ROBIN	GIOVE	3731 BRAEMERE DR	SPRING HILL FL 34609-0677
RONDA WHITE AND	PHILIP WILLIAMS	2024 HEATHER ST	MOUNT DORA FL 32757-6417

ROBERT AND ROBIN	DAVIDSON	6839 E RICHARD DR	SPRING HILL FL 34607-1640
PEDRO	HERNANDO	8755 SW 96TH ST	MIAMI FL 33176-2411
KENNETH AND MYRA	BROCK	16517 COUNTY ROAD 250	LIVE OAK FL 32060-5450
STEVEN AND SHELLAINE	BROWN	6857 E RICHARD DR	WEEKI WACHEE FL 34607
STEVEN AND SHELLAINE	BROWN	6861 E RICHARD DR	WEEKI WACHEE FL 34607-1640
DAVID	GRIFFITH	6867 E RICHARD DR	WEEKI WACHEE FL 34607-1640
DAVID	SANFORD	6873 E RICHARD DR	WEEKI WACHEE FL 34607-1640
KLAS	NORRHED	10206 TARPON DR	TREASURE ISLAND FL 33706-3125
WILLIE	SUMNER	6885 E RICHARD DR	WEEKI WACHEE FL 34607-1640
BENNY	MORRIS	11329 5TH AVENUE OCEAN	MARATHON FL 33050-3430
GILBERT	ECHEVERRI	16268 CHEROKEE RD	BROOKSVILLE FL 34601-4253
DOUG SWEATLAND AND	SHEILA CUDD	10550 FAWN DR	NEW PORT RICHEY FL 34654-1406
KENNETH AND MYRA	PAISNER	6957 E RICHARD DR	WEEKI WACHEE FL 34607-1650
THOMAS	PAULK	18527 HOLLYHOCK DR	HUDSON FL 34667-6328
JOEL	INGLE	6991 E RICHARD DR	WEEKI WACHEE FL 34607-1650
JESSICA AND HEATH	RASCO	6411 W RICHARD DR	WEEKI WACHEE FL 34607-1629
JOHN AND MARILYN	BAYS	4522 NOTTOWAY DR	LEESBURG FL 34748-7870
ANDREW AND AMY	CRIMMINS	6419 W RICHARD DR	WEEKI WACHEE FL 34607-1629
KENNETH	SMITH	6423 W RICHARD DR	WEEKI WACHEE FL 34607-1629
ALVARD AND ANNA	VOEGELIN	6431 W RICHARD DR	WEEKI WACHEE FL 34607-1629
TAMMERA AND CHARLES	ALBRECHT	OBERE FLUR 33	67685 ERZENHAUYSEN
DAVID	BERTRAND	6970 DELMONICO DR	COLORADO SPRINGS CO 80919-1354
WILLIAM AND DENISE	DELAWDER	7327 GAITHER RD	SYKESVILLE MD 21784-7116
GERALD AND VICTORIA	STELTENPOHL	1218 PINE ST	KEWANEE IL 61443-2550
AISLINN AND SCOTT	KOENIG	6463 W RICHARD DR	WEEKI WACHEE FL 34607-1629
LUIS AND ZUJEY	REGO	14441 SW 74TH ST	MIAMI FL 33183-2957
ROBERT	MELLON	6255 FINE ST	WEEKI WACHEE FL 34607
SHERI AND PAUL	SPAGNOLO	6259 FINE ST	WEEKI WACHEE FL 34607-1616
JOHN AND BETHANY	FOLEY	640 BAYWAY BLVD APT 306	CLEARWATER BEACH FL 33767-2605
JOSHUA	GRAY	2575 S BAYSHORE DR APT 4A	MIAMI FL 33133-4776
JONATHAN AND AMANDA	HUDSON	31 BURY HILL	WOODBRIDGE SUFFOLK
MARY	JAHNKE	6301 FINE ST	WEEKI WACHEE FL 34607-1618
MARC AND AUTUMN	BRUNEAU	6305 FINE ST	SPRING HILL FL 34607-1618
BELTON AND BRENDA	REY	3303 10TH CT	PHENIX CITY AL 36867-3206
CAROLYN	FINLAYSON AMBER	645 NE 82ND TERRACE	MIAMI FL 33138-4109

RICK AND SALLY	STULL	12249 8TH LINE	GEORGETOWN ON L7G 4S4
WAYNE AND APRIL	PIERCEALL	6342 FINE ST	WEEKI WACHEE FL 34607
DIXIE	ELKIN	165 8TH ST	ATLANTIC BEACH FL 32233-5409
JOHN	WALL	6332 FINE ST	WEEKI WACHEE FL 34607-1617
MATT AND PAMELA	REED	6510 2ND AVE S	SAINT PETERSBURG FL 33707-1312
LOUIS AND JEANETTE	CRESCITELLI	6604 DELEON AVE	FORT PIERCE FL 34951-1249
KEITH AND NANCY	DANIELS	13521 COUNTY ROAD 136	LIVE OAK FL 32060-6367
SUSAN	WILDER	6308 FINE ST	WEEKI WACHEE FL 34607-1617
NEIL	ALLEN	2758 CAMDEN RD	CLEARWATER FL 33759-1007
MACK AND LEE	LONGMIRE	2555 MUDDY CREEK LN	CORALVILLE IA 52241-3322
DAVID AND PENNY	VALLAURI	6284 FINE ST	WEEKI WACHEE FL 34607-1615
RICHARD AND LAUREN	MEEKS	1048 FLORIAN WAY	SPRING HILL FL 34609-9020
SARA AND PATRICK	SULIMAN	6274 FINE ST	WEEKI WACHEE FL 34607-1615
JAMES	COUCH	7598 GORDON LOOP	BROOKSVILLE FL 34601-7043
THOMAS AND SUSAN	CARSON	1114 S FLORIDA AVE	TARPON SPRINGS FL 34689-2950
SHANNON AND KAROLD	KRAUSE	6258 FINE ST	WEEKI WACHEE FL 34607-1615
RODNEY, MICHAEL, AND DEBORAH	OWEN	10619 SANDRIDGE CT	ORLANDO FL 32817-3317
RUTH	MCCLOUD	2016 GLENRIDGE DR	SPRING HILL FL 34609-4943
DANIEL	LEWAN	6555 W RICHARD DR	WEEKI WACHEE FL 34607-1631
MILES AND PATRICIA	THILMONY	2831 NICHOLAS LN	APOPKA FL 32703-5950
CHARLES AND KAREN	SMYTHE	6273 SEBRING ST	WEEKI WACHEE FL 34607-1643
RICHARD AND SONIA	BARCENA	6550 W RICHARD DR	WEEKI WACHEE FL 34607-1630
NANCI	CALTON	20125 COUNTY LINE RD	LUTZ FL 33558-5073
KENNETH	AVERY	16703 DALBERG DR	SPRING HILL FL 34610-7336
MICHAEL AND PENNY	WARD	25721 FRITH ST	LAND O LAKES FL 34639-5683
MARIUSZ	SOKOLEWICZ	6321 SEBRING ST	WEEKI WACHEE FL 34607
AUSTIN PATRICIA G TTEE	RUSSELL	8207 SAWYER BROWN RD APT C2	NASHVILLE TN 37221-8519
GREGORY AND DAWN	SHACKLEFORD	7017 MCSHERRY DR	FALLS CHURCH VA 22042-3831
MICHAEL AND LISA	CERVONE	495 S TERRACE DR	EAGLE LAKE FL 33839-3316
DALE AND JEANNIE	WEAVER	4124 ALPINE RD	LAND O LAKES FL 34639-4018
VINCENT	RELLA	6361 SEBRING ST	WEEKI WACHEE FL 34607-1645
KARL AND MICHELE	WEISENBERGER	6366 SEBRING ST	WEEKI WACHEE FL 34607-1644
JAMES AND ESTHER	SMITH	6360 SEBRING ST	WEEKI WACHEE FL 34607-1644
RICHARD AND EILEEN	DAUS	6352 SEBRING ST	WEEKI WACHEE FL 34607-1644
DAVID AND TERRY	JONES	12072 BONNIE TER	SEMINOLE FL 33772-3421

KARLA	JANING	4110 LOWCROFT	LANSING MI 48910
KEVING AND MICHELE	THOMAS	25 BARKER ST APT 102	MOUNT KISCO NY 10549-1648
KARL AND LINDA	KOENIG	6322 SEBRING ST	WEEKI WACHEE FL 34607-1644
WILLIAM AND PATRICIA	PASTORE	6314 SEBRING ST	WEEKI WACHEE FL 34607-1644
CHAD AND MELISSA	VELDHOUSE	6310 SEBRING ST	WEEKI WACHEE FL 34607
JAMES AND WENDY	ALVIS	12137 FLORIDA WOODS LN	ORLANDO FL 32824
ERIC AND KATRINA	ORNER	6300 SEBRING ST	WEEKI WACHEE FL 34607-1644
LISA DAVIES AND	KOHL COVELL	3443 SANDCASTLE LN	WEEKI WACHEE FL 34607-1020
PATRICIA	AUSTIN	3180 SUNSET LN	TRAVERSE CITY MI 49684-4672
JUAN	RODRIGUEZ	11044 LYNN LAKE CIR	TAMPA FL 33625-5641
ANDREW AND JOANNE	HARRELL	6285 THEODAN ST	WEEKI WACHEE FL 34607
SUSAN AND THOMAS	BALDRIGE	1531 QUARRY LN	LANCASTER PA 17603-2468
ANTHONY	PFEIFFER	6297 THEODAN ST	WEEKI WACHEE FL 34607-1647
STEVEN	JONAS	4914 STATE ROAD 54	NEW PORT RICHEY FL 34652-5903
BILLY AND LOUNETTE	POWELL	1316 ORANGE AVE	TAVARES FL 32778-2346
KATHY	DOVE	6319 THEODAN ST	WEEKI WACHEE FL 34607-1649
VIVIAN	OHR	10265 ULMERTON RD LOT 221	LARGO FL 33771-4138
WILSON AND DANIELA	SANCHEZ	6331 THEODAN ST	WEEKI WACHEE FL 34607-1649
WAYNE AND NINA	KIZER	6337 THEODAN ST	WEEKI WACHEE FL 34607-1649
ROBIN	GAINES	6343 THEODAN ST	WEEKI WACHEE FL 34607-1649
PATRICIA AND RICHARD	RUSSELL	7218 10TH ST N	ST PETERSBURG FL 33702-5710
JAMES AND PAMELA	POTTER	6356 THEODAN ST	WEEKI WACHEE FL 34607-1648
CLYDE	FOSHEE	943 E PARKER ST	LAKELAND FL 33801-1992
RONALD AND PAMELA	NEWSOM	PO BOX 3302	FORT MYERS FL 33918-3302
IDA	CANNARIATO	6679 W RICHARD DR	WEEKI WACHEE FL 34607-1635
KEVIN AND SONYA	CURRY	6695 W RICHARD DR	WEEKI WACHEE FL 34607-1635
AMBER	FINLAYSON	645 NE 82ND TER	MIAMI FL 33138-4109
ALBERT AND MICHAEL	VERMEIRE	2361 SUTTON PL	SPRING HILL FL 34608-4781
JAMES AND JOANNE	RICHBURG	8150 NW 40TH ST	CHIEFLAND FL 32626-7040
KATHLEEN	REEVES	11624 MCLEOD ST	SPRING HILL FL 34609-9204
JOHN	WHALEY	6723 W RICHARD DR	WEEKI WACHEE FL 34607-1638
PHILIP AND SHANNON	LOKEY	979 BAY ESPLANADE	CLEARWATER FL 33767-1002
JAMES	MCBRIDE	PO BOX 432	LAND O LAKES FL 34639-0432
JOHN	LINDER	4415 W PAXTON AVE	TAMPA FL 33611-5613
REBECCA	ROGERS	6698 W RICHARD DR	WEEKI WACHEE FL 34607-1634

DEBORAH AND MELISSA	BRADLEY	6690 W RICHARD DR	WEEKI WACHEE FL 34607-1634
CESAR AND MAROUSA	RODRIGUEZ	6688 W RICHARD DR	WEEKI WACHEE FL 34607-1634
DANA AND AUBREY	SCHOTT	6682 W RICHARD DR	WEEKI WACHEE FL 34607-1634
JENNIFER	KERN	1334 US HIGHWAY 19	HOLIDAY FL 34691-5641
ERIKA	ANDERSON	406 BOSPHOROUS AVE	TAMPA FL 33606-3608
BRYANA	RUEGE	4206 N SUWANEE AVE	TAMPA FL 33603-3856
ELLIS	JENKINS	6662 W RICHARD DR	WEEKI WACHEE FL 34607-1634
STANLEY AND KATHLEEN	MURPHY	4214 W BEACHWAY DR	TAMPA FL 33609-4303
CARL	BOWDEN	6644 W RICHARD DR	WEEKI WACHEE FL 34607-1634
DORAS	BOUTWELL	524 CAMEO DR	LAKELAND FL 33803-2332
SALLY	HERRICK	5346 FELKER DR	WEEKI WACHEE FL 34607-1339
JAMES	COFER	5969 PALM CREEK DR	WEEKI WACHEE FL 34607-1351
ROBERT	RAMSEY	14435 RAMSEY RD	DADE CITY FL 33523-0503
MARY	MCKINNEY	14349 RAMSEY RD	DADE CITY FL 33523-7598
JOHN AND JOANNE	BALDWIN	5902 COLONY CIR	WEEKI WACHEE FL 34607-1321
CURTIS	NORMAN	1537 HUNTER LN	CLEARWATER FL 33764-2412
AUDREY	THURMAN	5350 FELKER DR	WEEKI WACHEE FL 34607-1339
CARL	SUNDEN	5072 CHAMPIONSHIP CUP LN	BROOKSVILLE FL 34609-0356
RONALD	COLE	9016 HORTON MILL DR	KNIGHTDALE NC 27545-7998
RONALD	RICHARDS	5260 FELKER DR	WEEKI WACHEE FL 34607-1337
JONATHAN	AUVIL	PO BOX 2337	DADE CITY FL 33526-2337
MICHAEL AND MELISSA	GULVIN	14138 CURLEY RD	DADE CITY FL 33525-7806
PELHAM AND JAN	FINNEY	1262 PATRICK ST	DAPHNE AL 36526-4481
NELL	WOODCOCK	5250 FELKER DR	WEEKI WACHEE FL 34607-1337
KAY	FINNEY	4382 CORTEZ BLVD	WEEKI WACHEE FL 34607-1209
WESLEY AND RITA	LOVELACE	4398 CORTEZ BLVD	WEEKI WACHEE FL 34607-1209
ERIC AND KELLY	WILT	4224 CORTEZ BLVD	WEEKI WACHEE FL 34607-1205
MARIA	REZA	4420 CORTEZ BLVD	WEEKI WACHEE FL 34607-1210
PHILIP AND PAMELA	WHITEHEAD	4400 CORTEZ BLVD	WEEKI WACHEE FL 34607-1210
TERESA	THOMPSON	1567 BORANA ST	SAN DIEGO CA 92111-6937
PAUL AND BONITA	LONG	6439 THERESA AVE	WEEKI WACHEE FL 34607-1732
MICHAEL	CALASH	6453 THERESA AVE	WEEKI WACHEE FL 34607-1732
JAMES AND ANN	JANECEK	7328 TROPICAL DR	WEEKI WACHEE FL 34607-1433
ROBERTA	MONTANO	6414 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
GOORPERSAD AND SUMATEE	SOOKOO	15 AVENUE D	HOLBROOK NY 11741-2309

SHAWN AND AMIE	JEFFORDS	6639 W RICHARD DR	WEEKI WACHEE FL 34607
ROY	GAUSE	5309 TROPICAL PT	WEEKI WACHEE FL 34607
EDWARD AND ESTHER	RHODES	5376 FELKER DR	WEEKI WACHEE FL 34607-1339
ALICE	BELL	12718 116TH ST	LARGO FL 33778-1810

Issue: Manatee deaths 9 in approximately one year.

Goal: Reduce casualties.

Cause: Primary- Gut shock/food poisoning. Secondary – boat strikes/ blunt force trauma.

Gut shock cause:

Gut shock is the result of increased waterway activity, nitrogen runoff from lawn care and possible residual runoff from the decommissioned water treatment plant on Cofer road. The plant discharged the non-potable wastewater over the property grounds with sprinkler head discharge nozzles during the life of the plant. According to long term local fisherman the water quality began to degrade soon after the plant came online and in turn began to improve soon after the plant was decommissioned.

Gut Shock possible solution:

Solutions for Gut shock are currently being tried. Increased awareness campaign by the county to discourage fertilizer use. Replanting of EEL grass in the Weeki Wachee river, and Hernando beach. Is the Mud River/ Salt Spring in consideration for Eel grass replanting?

Decommissioned water treatment plant. Is the county aware of the issue and is the county willing to mitigate the property to address the issue?

Boat strikes cause:

Boat strikes are the result of increased waterway activity. Air B&B, rental boats, rental jet skis, Airboat tours, multiple charter fishing operations and possible increased use from residents.

Historically this county has enjoyed significantly lower manatee deaths than the rest of the state. In one year, we had 9 Manatee die within county waters. Two by boat strikes and 7 by gut shock. It is important to note all had internal damage from boat strikes.

The question becomes what changed in a year?

The county waterways are becoming more active. Regarding the Mud River and Bay Port boat rental companies began renting jet skis and an Airboat charter- tour guide service began operating multiple boats averaging departures from port every 90 minutes in the busy season. On the Weeki Wachee boat rental companies are seeing increased rental

reservations. The Weeki Wachee now has an Airboat tour and fishing charter operation and all the public boat ramps on the west side of the county are being used for unpermitted jet ski rentals.

Possible solutions: Boat strikes

Possible solutions for boat strikes. Reduce boat traffic and boat speed to allow more reaction time for the vessel captain and Manatees.

This issue is a little trickier to address. The easy solution is to reduce all traffic to an idle, but this solution causes water access issues particularly on the Mud River.

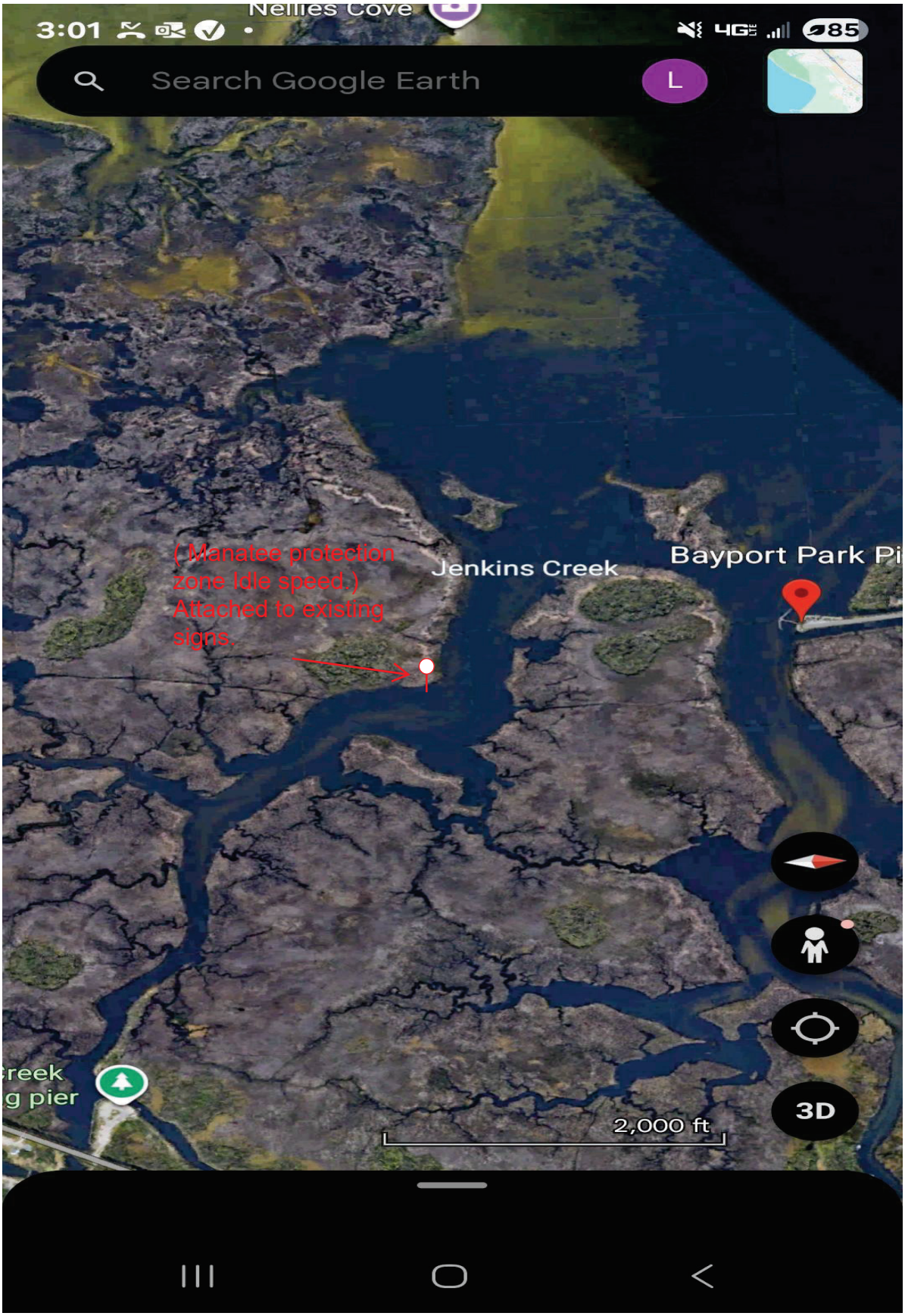
Reviewing the Manatee Necropsy reports it is important to note that most Manatees with internal injuries showed no significant external injuries. This indicates the Manatee were struck most likely by vessels without conventional propeller propulsion and more likely struck by high-speed jet skis and airboats.

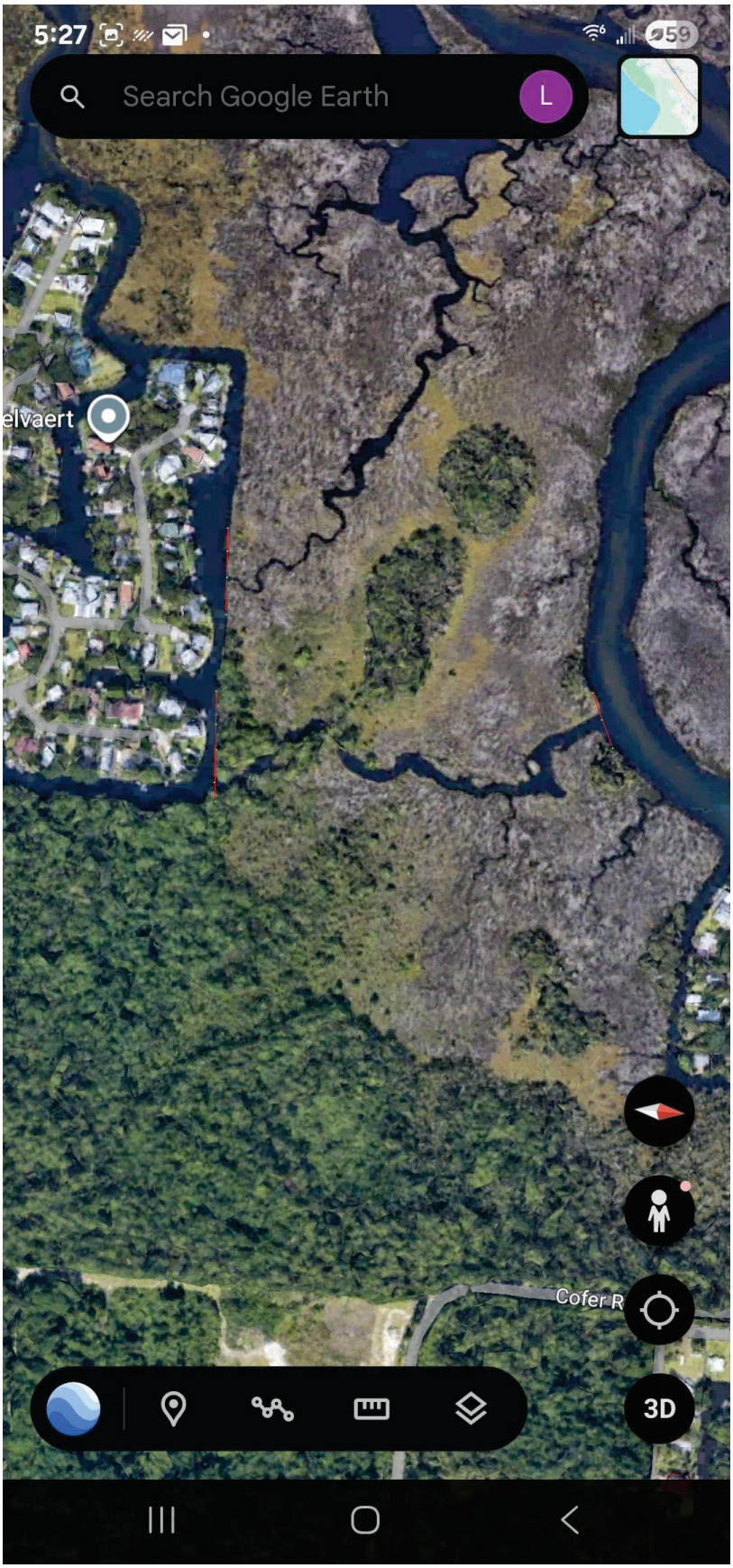
This leads me to believe slowing down the traffic is a viable solution but slowing down to an idle speed if perhaps overreaching. Boats can currently traverse the Mud River at any desired speed. Speeds of 50 MPH and higher are common. This creates a dangerous situation for boaters and Manatee.

I think the county should enact a manatee protection zone just not in its current form. If the speed is reduced to 25 MPH in the proposed manatee protection zone this would allow the Manatee and the captain's time to react as well as creating a safer boating environment. By reducing speed to 25 MPH, you create a safer environment for the Manatees and still allow the residents of Mud River to have year-round access. Furthermore, we should isolate known Manatee congregation locations delineated with buoys and signage year-round. Creating an MPZ no powered vessel isolation area for the Manatees allows for areas that can be used to promote eco-tourism as well as awareness of the issues surrounding the Manatee. If you look at Citrus County this established approach has had success and is considered equitable by the residents.

We can't bubble wrap the planet we can only look for equitable solutions.

5:26
Search Google Earth
L
yport Park Pier
(25 MPH. Manatee protection zone.) Attached to existing signs.
Bay
(25 MPH. Manatee protection zone.) Attached to existing signs.
Manatee protection zone no motorized vessels.
Weeki Wachee Gardens
(25 MPH. Manatee protection zone.) Attached to existing signs.
Manatee protection zone no motorized vessels.
Shoal Line Blvd
Manatee protection zone no motorized vessels or idle spped only.
3D


3:01
Nellies Cove
Search Google Earth
L
(Manatee protection zone Idle speed.) Attached to existing signs.
Jenkins Creek
Bayport Park Pi
3D
2,000 ft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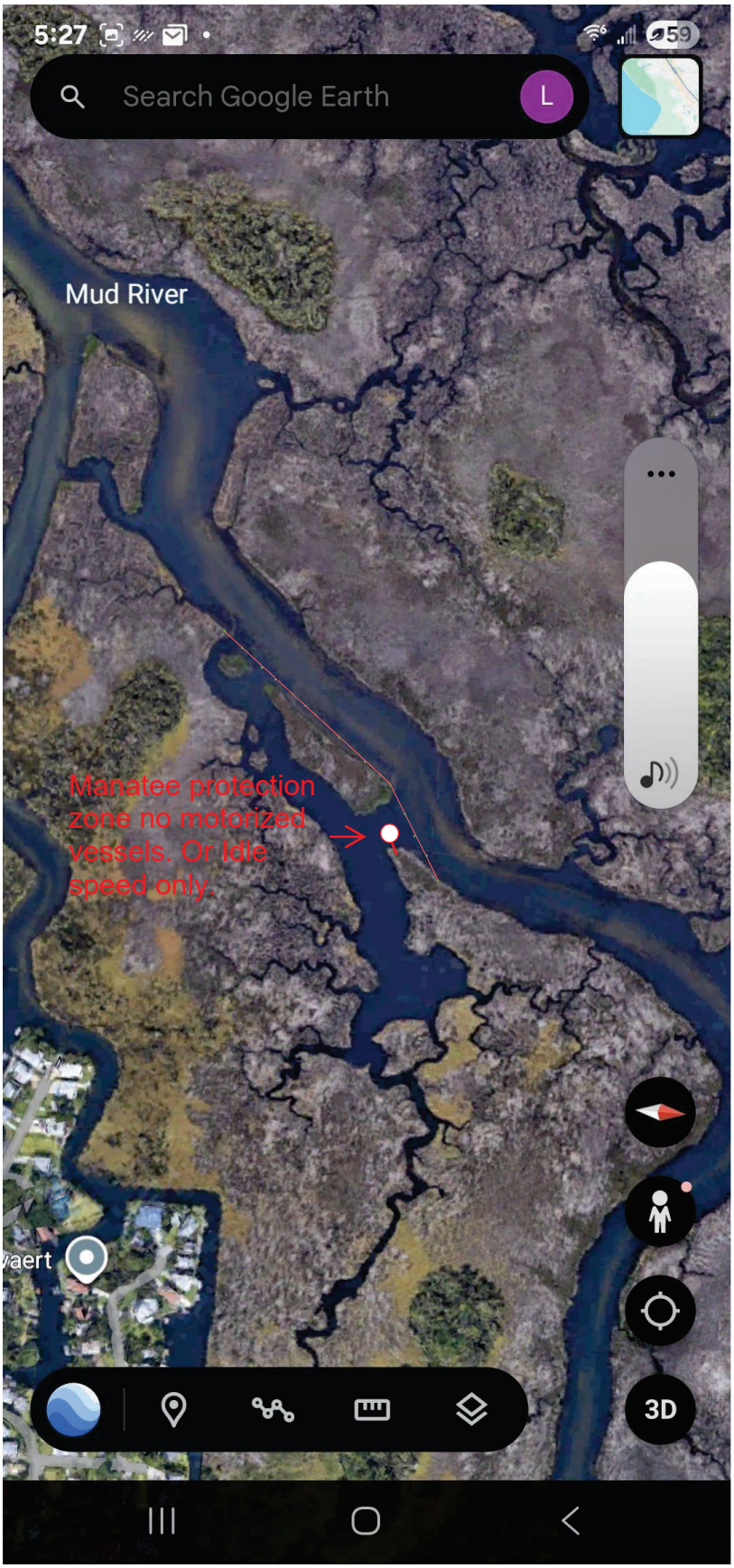
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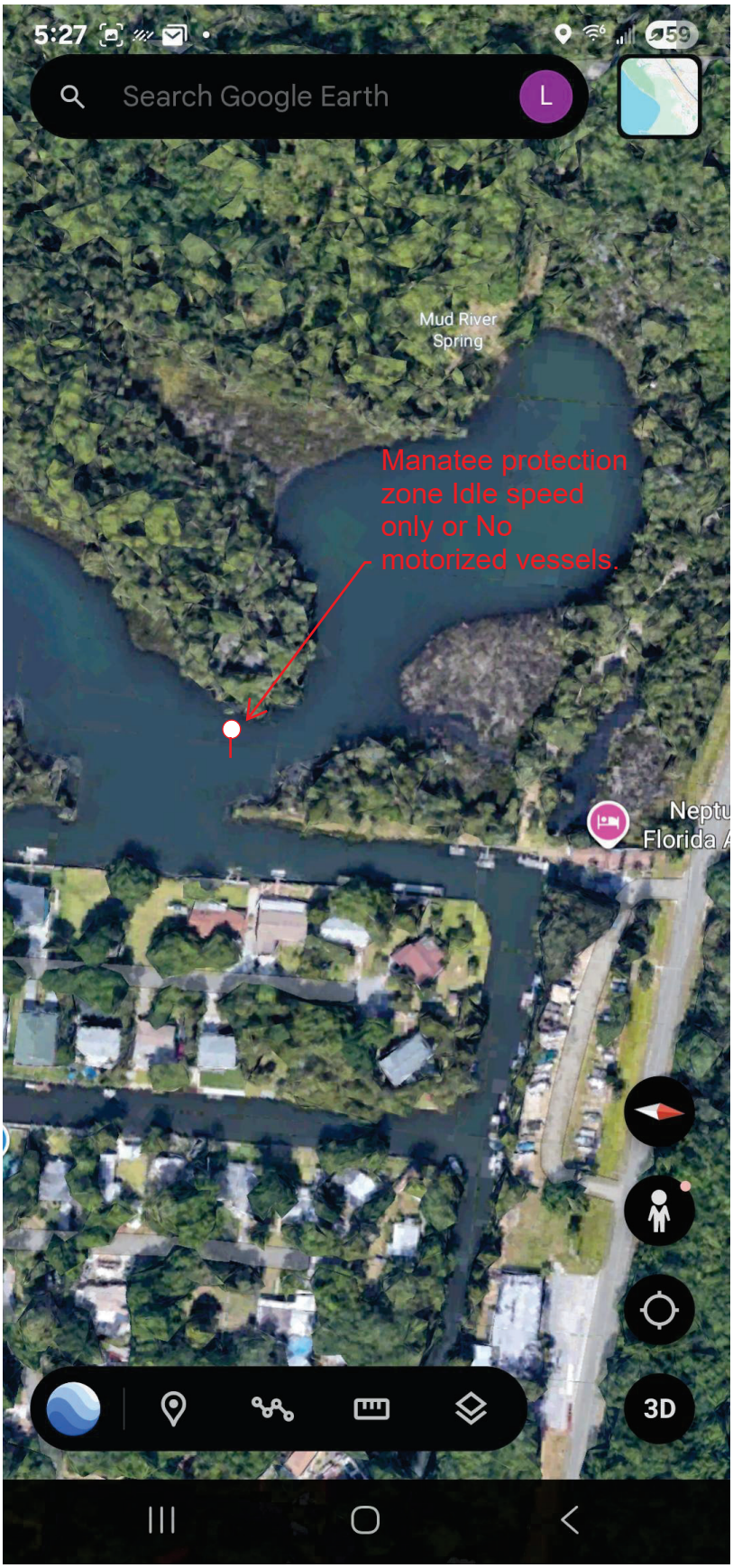
L
Mud River
Manatee protection zone no motorized vessels. Or Idle speed only.
3D


5:27
Search Google Earth
L
Mud River
Spring
Manatee protection zone Idle speed only or No motorized vessels.
3D

Meeting: 10/28/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16573
Legal Request Number:
Bid/Contract Number:

TITLE
Presentation by Premier Community HealthCare Regarding Expanding Access to Family Medicine Services and to Establish Pharmacy Services

BRIEF OVERVIEW
The President and CEO of Premier Community HealthCare, Joey Resnick, will provide the Board a presentation regarding the current healthcare challenges in Spring Hill and a strategic expansion plan that will transform 6,000 square feet into healthcare access to expand family medicine services and establish a pharmacy.

FINANCIAL IMPACT
N/A

LEGAL NOTE
N/A

RECOMMENDATION
For informational purposes only; no action is required at this time.

REVIEW PROCESS

Pamela Hare	Approved	10/10/2025	3:28 PM
Heidi Prouse	Approved	10/13/2025	9:46 AM
Toni Brady	Approved	10/14/2025	7:50 AM
Jeffrey Rogers	Approved	10/19/2025	7:37 PM
Colleen Conko	Approved	10/20/2025	9:56 AM

Proposal for Hernando County Board of County Commissioners

Expanding Access to Care
Primary Care and Pharmacy Services

Presented by: Joey Resnick, President & CEO

Our Mission

To Provide Accessible
Healthcare Services For All.

Our Vision

A Community Where Everyone
is Healthy.

PREMIER
Community HealthCare
YOUR HEALTH. OUR MISSION.

Current Healthcare Challenges in Spring Hill

- Space capacity constraints at current facility
- Limits new patient access
- **Over 4,000** Hernando patients travel to Pasco County for Premier services
- **52,200+** low-income residents who could benefit from our services - we provide discounted care for those at or below 200% of federal poverty level regardless of insurance status
- **21,000+** uninsured residents we could reach with county partnership - as an FQHC, every patient receives care based on a sliding fee scale.

PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

Strategic Expansion Plan:
Transforming 6,000 Sq Ft into Healthcare Access

Phase 1: Expand Family Medicine Services and Establish a Pharmacy

- ✓ **Family Medicine Services** – add exam rooms to improve access and expand capacity
- ✓ **Affordable Medications and 340B Cost Savings** – patients get discounted prescriptions onsite in Spring Hill, delivering immediate community benefit
- ✓ **Integrated Care Model** – pharmacy and medical services work together for better care coordination and medication management
- ✓ **Funding Secured for Phase 1**

PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

Strategic Expansion Plan:
Transforming 6,000 Sq Ft into Healthcare Access

Phase 2: Further Expand Family Medicine (grow to full service)

- ✓ **12 Additional Exam Rooms & Staffing** – ready to serve more patients
- ✓ **Expands Behavioral Health Access** – meets growing community need
- ✓ **Reaches the Underserved** – seniors, uninsured, medically underserved

PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

Implementation Timeline & Projected Impact

TIMELINE

Phase 1: Pharmacy and Expand Family Services

⏱ **6-9 Months**

- Facility renovation & buildout
- Pharmacy licensing
- Family Medicine provider recruitment & onboarding
- Grand opening & community outreach

Phase 2: Primary Care

⏱ **10-18 Months from Phase 1** (Timeline Based on Funding)

- Additional space renovation and medical equipment installation
- Additional provider recruitment
- Full-service launch

PROJECTED IMPACT

12,000-18,000

Additional patient visits annually at full capacity

3,000-5,000

Prescriptions dispensed monthly through 340B program

PREMIER Community HealthCare
YOUR HEALTH. OUR MISSION.

Medical | Dental | Behavioral Health | Pharmacy

Sustainable Revenue Model

- ✓ Federal HRSA funding
- ✓ 340B pharmacy program revenue
- ✓ Grant funding & fundraising
- ✓ Medicaid/Medicare reimbursement
- ✓ Commercial insurance payments
- ✓ Discount Fee Program for uninsured & underinsured

PREMIER Community HealthCare

YOUR HEALTH. OUR MISSION.

Q & A

Together, we can create a **long-term, sustainable healthcare resource** that serves Hernando County.

Joey Resnick, President & CEO
Jresnick@hcnetwork.org 813-484-9431

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Airport
Prepared By: Gina Grimmer
Initiator: Erin Dohren
DOC ID: 16505
Legal Request Number:
Bid/Contract Number:

TITLE

Budget Resolution Reducing Revenues and Expenses for FY 2025 Airport Operations Department Budget

BRIEF OVERVIEW

On October 22, 2024, (LS # 14638), Budget Resolution No. 2024-221 was approved reducing the Airport Operations 2025 Revenue Budget. The resolution recognized the reduction in revenues, but did not address the corresponding reduction in expenses to balance the budget. Additionally, an Airport grant department budget was not in balance when approved. The attached budget resolution rectifies these issues.

FINANCIAL IMPACT

The applicable budget resolution is attached. The line items are summarized below:

	Revenue	Expense
Current Budget	$ 19,834,260.68	$ 19,874,411.00
BR25-050	$ 0.00	$ (40,150.32)
	$ 19,834,260.68	$ 19,834,260.68

Revenues:

Fund 4311 - Airport/Industrial Park, **Department: 07411** - Airport Operations, **Account:** 3620051 - Lease-Aviation reduced by $500.00.

Expenses:

Fund: 4311 - Airport/Industrial Park, **Department: 07411** - Airport Operations, **Account: 5304601** - Repair/Maint Bldg & Grd reduced by $40,150.32.

Fund: 4311 - Airport/Industrial Park, **Department: 34296** - Infield Infrastructure Dev, **Account: 5303103** - Professional Services - Engineering reduced by $500.00.

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached budget resolution.

REVIEW PROCESS

Steve Miller	Approved	09/29/2025 10:31 AM
Valerie Pianta	Approved	09/29/2025 10:49 AM
Amelia Gebala	Approved	10/01/2025 9:54 AM
Albert Bertram	Approved	10/01/2025 10:07 AM

Erin Dohren	Approved	10/01/2025 10:40 AM
Pamela Hare	Approved	10/01/2025 1:43 PM
Jon Jouben	Approved	10/01/2025 2:45 PM
Heidi Prouse	Approved	10/06/2025 1:38 PM
Toni Brady	Approved	10/07/2025 11:32 AM
Jeffrey Rogers	Approved	10/08/2025 5:38 AM
Colleen Conko	Approved	10/08/2025 9:26 AM

RESOLUTION NO.: 2024-221

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT DECREASED FUNDS OR REVENUES ANTICIPATED IN THE 2025 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, AND MAKING THE CORRESPONDING BUDGET AMENDMENTS SO THAT REVENUES AND EXPENDITURES ARE EQUAL.

WHEREAS, Hernando County did not receive the funds anticipated when the budget for the 2025 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2025 must be amended to account for the reduced revenues; and,

WHEREAS, these reduced revenues must be a reduction to the budget in the proper fund; and,

WHEREAS, the total 2025 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
				$0.00
4311 7411-3620026	Lease-Fixed Base Operator	128,666.00	-39,761.40	88,904.60
4311 7411-3620040	Lease-Maintenance	46,304.00	-388.92	45,915.08
				0.00
	TOTAL	$174,970.00	-$40,150.32	$134,819.68

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
				$0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$0.00	$0.00

SEAL

ADOPTED this 22nd day of October, 2024.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Heidi Kemppe, Deputy Clerk
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: E N
ELIZABETH NARVERUD
Chairperson

** Reference: Legistar # / Mtg Date. 14638 10-22-2024

Office of Management and Budget use only:

Fund Number: 4311 Department No. 07411 Approved by: JF Date: 10-3-2024 BR2025- 003

Revised: 9/30/2024

Board of County Commissioners

AGENDA ITEM

Meeting: 10/22/2024
Department: Airport
Prepared By: Gina Grimmer
Initiator: Gina Grimmer
DOC ID: 14638
Legal Request Number: 22-583-4
Bid/Contract Number:

TITLE

First Amendment to Lease Agreement for Commercial Fixed Base Operation With ABFL6, LLC d/b/a Bluewater Aviation at Brooksville-Tampa Bay Regional Airport and Associated Budget Resolutions

First Amendment to Lease Agreement for Commercial Fixed Base Operation With ABFL6, LLC d/b/a Bluewater Aviation at Brooksville-Tampa Bay Regional Airport and Associated Budget Resolutions

BRIEF OVERVIEW

A Lease Agreement for Commercial Fixed Base Operation was signed by ABFL6, LLC d/b/a Bluewater Aviation on July 11, 2023, with rent payments starting on July 1, 2024. However, during geotechnical testing and core sampling prior to construction, it was discovered the drain field substrate is not as indicated on initial soil analysis and has an inadequate rate of absorption.

Construction costs have increased, and the project is delayed until resolution of this issue.

Instead of remitting lease payments at this time, Bluewater Aviation is requesting to pay Year 2's annual lease payment of $56,769.74 over the next three years (Years 3 through 5) of the lease in addition to their regularly scheduled payments. Total five-year budgeted revenue will be recognized at end of Year 5.

FINANCIAL IMPACT

The applicable reversing budget resolutions are attached. The line items are summarized below:

2024 Revenue:
Fund: 4311 - Airport/Industrial Park, **Department 07411** - Airport Operations, **Account: 3620026** - Lease-Fixed Base Operator, a decrease in the amount of ($4,689.14).
Fund: 4311 - Airport/Industrial Park, **Department 07411** - Airport Operations, **Account: 3620040** - Lease-Maintenance, a decrease in the amount of ($41.67)

2025 Revenue:
Fund: 4311 - Airport/Industrial Park, **Department 07411** - Airport Operations, **Account: 3620026** - Lease-Fixed Base Operator, a decrease in the amount of ($39,761.40).
Fund: 4311 - Airport/Industrial Park, **Department 07411** - Airport Operations, **Account: 3620040** - Lease-Maintenance, a decrease in the amount of ($388.92)

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairperson's signature on the attached First Amendment to Lease Agreement for Commercial Fixed Base Operation and the associated budget resolutions.

REVIEW PROCESS

Steve Miller	Approved	10/01/2024 8:12 AM
Valerie Pianta	Approved	10/01/2024 12:43 PM
Jodi Florio	Approved	10/03/2024 2:03 PM
Albert Bertram	Approved	10/07/2024 9:29 AM
Pamela Hare	Approved	10/07/2024 12:08 PM
Jon Jouben	Approved	10/14/2024 11:01 AM
Heidi Kurppe	Approved	10/14/2024 2:38 PM
Toni Brady	Approved	10/14/2024 2:51 PM
Jeffrey Rogers	Approved	10/15/2024 9:15 PM
Colleen Conko	Approved	10/16/2024 7:24 AM

RESULT: **ADOPTED**
MOVER: John Allocco
SECONDER: Brian Hawkins
AYES: Narverud, Hawkins, Campbell, Allocco and Champion

RESOLUTION NO.: 2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2025 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2025 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2025 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2025 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-3620051	LEASE-AVIATION	214,858.00	-500.00	$214,358.00
				0.00
				0.00
				0.00
		$214,858.00	-$500.00	$214,358.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-07411-5304601	Repair/Maint Bldg & Grd	225,346.00	-40,150.32	$185,195.68
4311-34296-5303103	Professional Services - Engineering	177,127.00	-500.00	176,627.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
		$402,473.00	-$40,650.32	$361,822.68

ADOPTED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
BRIAN HAWKINS
Chairman

**** Reference: Legistar # / Mtg Date. 16505 / October 28, 2025**

Office of Management and Budget use only:

Fund Number: 4311 Department No. 34296 Approved by: AG Date: 9/25/25 BR2025-050

Revised 11/19/24

SUNGARD PENTAMATION
DATE: 09/29/2025
TIME: 10:04:21

HERNANDO CO BOARD OF CO COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='4311' and revledgr.key_orgn='34296'
ACCOUNTING PERIOD: 12/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4311 AIRPORT/INDUSTRIAL PARK
DEPARTMENT-34296 AP-INFIELD MASTER PLAN
1ST SUBTOTAL-38 * OTHER SOURCES

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3893001 ST GRT-FDOT 55.004 OP	156,032.00	.00	.00	40,590.74	115,441.26	26.01
TOTAL * OTHER SOURCES	156,032.00	.00	.00	40,590.74	115,441.26	26.01
1ST SUBTOTAL-399 TRNSF-TO/FROM SAME FUND						
3999078 TRANSFER/GRANT MATCH	20,595.00	1,311.67	.00	11,957.47	8,637.53	58.06
TOTAL TRNSF-TO/FROM SAME FUND	20,595.00	1,311.67	.00	11,957.47	8,637.53	58.06
TOTAL AP-INFIELD MASTER PLAN	176,627.00	1,311.67	.00	52,548.21	124,078.79	29.75
TOTAL AIRPORT/INDUSTRIAL PARK	176,627.00	1,311.67	.00	52,548.21	124,078.79	29.75
TOTAL REPORT	176,627.00	1,311.67	.00	52,548.21	124,078.79	29.75

SUNGARD PENTAMATION
DATE: 09/29/2025
TIME: 10:06:41

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: orgn.fund='4311' and expledgr.key_orgn='34296'
ACCOUNTING PERIOD: 12/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4311 AIRPORT/INDUSTRIAL PARK
DEPARTMENT-34296 AP-INFIELD MASTER PLAN
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5303103 PROF SRV-ENGINEERING	177,127.00	1,667.92	.00	52,406.35	124,720.65	29.59
TOTAL * OPERATING EXPENSES	177,127.00	1,667.92	.00	52,406.35	124,720.65	29.59
TOTAL AP-INFIELD MASTER PLAN	177,127.00	1,667.92	.00	52,406.35	124,720.65	29.59
TOTAL AIRPORT/INDUSTRIAL PARK	177,127.00	1,667.92	.00	52,406.35	124,720.65	29.59
TOTAL REPORT	177,127.00	1,667.92	.00	52,406.35	124,720.65	29.59

TITLE

Amendment No. 1 to Contract With ITI Digital, LLC, for Florida's Adventure Coast Website Digital Experience Platform for Tourism Department (Contract No. 23-RFP00375/TPR; Amount: $84,000.00)

BRIEF OVERVIEW

On March 12, 2024, the Board approved award of Contract No. 23-RFP00375/TPR to ITI Digital, LLC for the Digital Experience Platform - Automated Feeds for Places (Company Listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and Maintenance for a total contract value of $169,400.00 over three years (Year One Rate: $63,800.00; Years Two and Three Rate: $52,800.00.)

The Tourism Department is asking to include the following services as they relate to the Digital Experience Platform or DXP:

- A new DXP Module called the Travel Buddy, an AI Assistant (chatbot) that will assist visitors in planning their trips to Florida's Adventure Coast;
- Updates to the existing Places and Events Modules that will integrate the two feeds so that users can see what is happening near their location, referred to as Connecting Events and Places and Add-On Events and Places;
- Advanced search engine optimization (SEO) to ensure the Florida's Adventure Coast website ranks well in organic search including analytics, content audit and performance optimization;
- Pricing to add other DXP modules during the life of the contract;
- Pricing for content creation for future projects or services that may be required to respond to market trends, content development strategies, or to adapt to evolving technology; and,

Amendment No. 1 will provide additional services with anticipated additional spend of $44,000.00 in Year Two and $40,000.00 in Year Three. Increasing the three-year total contract amount from $169,400.00 to $253,400.00. All other terms and conditions shall remain the same.

The additional web tools and services are authorized and included in the Tourism Department budget, as approved by the Tourist Development Council. All expenditures are funded by the five percent Tourist Development Tax levied on hotels, vacation rental properties and campgrounds.

The additional funding has been broken up by year; however, are both budgeted in FY26 budget in the same account.

The Chief Procurement Officer has reviewed this requirement for conformance to

Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of **$44,000.00** is available, in FY26, in the following:

Fund: 1261 - Tourist Development Tax, **Department: 02811** - Tourist Development, **Account: 5304805** - Promo-Website & Related Ex

Additional spending for Year Three in the amount of **$40,000.00** will be included in the Fiscal Year 2026 budget in the following:

Fund: 1261 - Tourist Development Tax, **Department: 02811** - Tourist Development, **Account: 5304805** - Promo-Website & Related Ex

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached Amendment No. 1 to Contract No. 23-RFP00375/TPR increasing the original contract value by $84,000.00, for a new total Contract value of $253,400.00.

It is further recommended that the Board authorize the Chief Procurement Officer to approve change orders as they become necessary and required up to the annual budgeted amount.

REVIEW PROCESS

Tammy Heon	Escalated	09/08/2025 5:17 PM
Valerie Pianta	Approved	09/17/2025 4:17 PM
Tammy Heon	Approved	09/17/2025 5:08 PM
Amelia Gebala	Approved	09/19/2025 9:37 AM
Albert Bertram	Approved	09/23/2025 3:06 PM
Carla Rossiter-Smith	Delegated	09/29/2025 1:52 PM
Amelia Gebala	Delegated	10/01/2025 1:24 PM
Carla Rossiter-Smith	Approved	10/02/2025 8:34 AM
Pamela Hare	Approved	10/05/2025 5:16 PM
Melissa Tartaglia	Approved	10/06/2025 11:28 AM
Heidi Prouse	Approved	10/06/2025 12:35 PM
Toni Brady	Approved	10/07/2025 11:22 AM
Jeffrey Rogers	Approved	10/07/2025 9:02 PM
Colleen Conko	Approved	10/08/2025 11:18 AM

TITLE

Award of Contract to ITI Digital, LLC, for Digital Experience Platform - Automated Feeds for Places (Company Listings), Events, Itineraries, and UGC, With Wordpress and DXP Hosting and Maintenance (Contract No. 23-RFP00375/TPR; Year One Amount: $63,800.00; Three Year Value of $169,400.00)

Award of Contract to ITI Digital, LLC, for Digital Experience Platform - Automated Feeds for Places (Company Listings), Events, Itineraries, and UGC, With Wordpress and DXP Hosting and Maintenance (Contract No. 23-RFP00375/TPR; Year One Amount: $63,800.00; Three Year Value of $169,400.00)

BRIEF OVERVIEW

On January 3, 2024, the Procurement Department issued a Request for Proposals (RFP No. 23-RFP00375/TPR) for professional services related to Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

The website for this project is www.FloridasAdventureCoast.com.

The solicitation was sent to two thousand eight hundred sixty-six (2,866) vendors. Twenty-one (21) potential bidders downloaded the solicitation.

Three (3) proposals were received on the opening date of February 5, 2024, from the following firms:

- Blue Assent Consultant LLC, Spring Hill, Florida
- ITI Digital, LLC, Bradenton, Florida
- Transform Digital LLC, San Francisco, California

One (1) proposal from Transform Digital, LLC was excluded due to a “Statement of No Proposal.”

A Peer Review Committee (PRC) met on March 1, 2024, to evaluate the proposals. The committee included Tammy Heon, Tourism Development Manager, Kim Poppke, Economic Development Marketing Coordinator, and Shannon Werner, Multimedia Communication Specialist.

The PRC consensus evaluation resulted in the following score:

- IT Digital, LLC Total 99.0 out of max. 100 points
- Blue Assent Consultant LLC Total 59.2 out of max. 100 points

A Notice of Intent to award the contract to IT Digital, LLC, $169,400.00, dated March 1, 2024,

was posted to the OpenGov website and posted to the Hernando County Administration electronic public bulletin board. No responses were received.

FINANCIAL IMPACT

Funds in the amount of $ 63,800.00 are available in Account No.1261-02811-5304807, Tourist Development, Promo-Internet ADV&MRKTG.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairperson's signature on the attached award of Contract No. RFP No. 23-RFP00375/TPR to ITI Digital, LLC for an initial term of three (3) years with two (2) twelve (12) month renewals. It is further recommended that the Board authorize the Chief Procurement Officer to approve renewals when there are no changes to terms and conditions.

REVIEW PROCESS

Tammy Heon	Approved	03/04/2024 11:35 AM
Valerie Pianta	Approved	03/04/2024 12:00 PM
Jodi Florio	Approved	03/04/2024 1:18 PM
Carla Rossiter-Smith	Approved	03/05/2024 9:17 AM
Albert Bertram	Approved	03/05/2024 11:24 AM
Pamela Hare	Approved	03/05/2024 11:51 AM
Melissa Tartaglia	Approved	03/05/2024 2:35 PM
Heidi Kurppe	Approved	03/06/2024 1:05 PM
Jeffrey Rogers	Approved	03/06/2024 3:30 PM
Colleen Conko	Approved	03/07/2024 10:01 AM

RESULT: **ADOPTED**
MOVER: Brian Hawkins
SECONDER: Jerry Campbell
AYES: Narverud, Hawkins, Campbell, Allocco and Champion

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONALSERVICES AGREEMENT-
NO. RFP 23-R00375/TPR – DIGITAL EXPERIENCE PLATFORM

THIS Agreement made and entered into this 12th day of March, 2024 by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and ITI Digital, LLC, a Florida Limited Liability Company duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

WHEREAS, the County publicly submitted Request for Proposal (RFP) 23-R00375/TPR seeking firms or individuals qualified in providing digital experience platform services with required capabilities contained within the Scope of Work (Exhibit A) and RFP 23-R00375/TPR (Exhibit B), and

WHEREAS, based upon the County's assessment of Professional's proposal, the County selected the Professional to provide the services as defined herein; and

WHEREAS, Professional represents that it has the experience and expertise to perform all services as set forth in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, and covenants set forth in this Agreement, County and Professional agree as follows:

SECTION 1. DEFINITIONS

1.1 **BOCC** means the Board of County Commissioners of Hernando County, Florida; also referred to as County.

1.2 **County Administrator** means the Hernando County Administrator or its designee.

1.3 **Services** means all elements, documentation, services, tasks, products, maintenance, training, etc. delineated in Exhibits A and B.

SECTION 2. TERM AND PERFORMANCE

2.1 Term: This Agreement and associated agreements shall commence on the date of the last authorized signature below, the initial term being Thirty-Six (36) months.

2.2 Schedule of deliverables and milestones: Professional shall provide and commence the Services required in this Agreement as indicated in Exhibits A and B, upon written Notice to Proceed or Purchase Order from the Hernando County Administrator or its designee, and shall complete the Services according to the schedule for deliverables and milestones. The schedule for deliverables and milestones, or amendments thereto, will be agreed upon by the parties in writing and attached hereto and incorporated herein.

2.3 Renewals: This Agreement may be unilaterally renewed by the County for Two (2) additional Twelve (12)-month terms by sending notice of renewal to Professional at least thirty (30) days prior to the expiration of the then-current term. Should any such renewal results in changes in the terms and conditions or increase in fees, such changes must be in writing as an amendment to this Agreement and executed by both parties. Renewal of this Agreement is subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

2.4 Performance (Professional):

2.4.1 In the event the Services are performed on the premises of the County or, if agreed to by both parties, at an alternative location, Professional shall, while working on such premises, observe the County's rules and policies relating to the security thereof, access to or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information. Additionally, Professional and its personnel shall observe the County's administrative and ethics codes relating to the security, access or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information.

2.4.2 Professional shall respond expeditiously to any inquiries pertaining to this Agreement from the County.

2.4.3 The County retains Professional on an independent contractor basis and not as an employee.

2.4.4 Professional shall work closely with County staff in the performance of Services and shall be available to County's staff, consultants, and other staff at all reasonable times in furtherance of this Agreement.

2.4.5 The Professional shall provide detailed progress reports regarding deliverables and milestones in a format acceptable to the County, either monthly or at intervals established by the County. The County is entitled at all times to be advised, at its request, of the status of work being done by the Professional in furtherance of this Agreement. Professional shall maintain coordination with representatives of the County. Either party to the Agreement may request and be granted a conference.

2.5 Performance (County):

2.5.1 The County acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the County and its staff and shall act reasonably and cooperate fully with Professional in furtherance of this Agreement.

2.5.2 The County shall notify Professional of suspected defects in any of the Services supplied by Professional. County shall provide, upon Professional's request, additional data Professional deems necessary or desirable to reproduce the environment in which such defect occurred.

2.6 Performance (County and Professional): The parties shall appoint a project manager (the "Project Manager") who shall work closely together with Professional to facilitate the successful implementation of the Services.

SECTION 3. USER ACCEPTANCE

3.1 The County will not accept the Services until it has validated that Professional has met all requirements stated in the Scope of Work.

3.2 All Services must, among other conditions, be accessible, customizable, usable, free from operational defects (for all users including but not limited to: County, site manager, end users, stakeholders, etc.), compliant with all specifications and requirements, etc., in order to be accepted by the County.

3.3 At the date scheduled for each deliverable and milestone, the County shall test such deliverable or milestone for, among other conditions, accessibility, customizability, usability, and compliance with specifications and requirements. If, after testing a deliverable or milestone, the same does not function in accordance with Exhibits A and B, the County shall have the option, upon notice as described in section 9 below to:

3.3.1 Conditionally accept the deliverable at its then level of performance, or

3.3.2 Extend testing for such period as determined by the County; or

3.3.3 Accept those portions of the deliverable which pass the acceptance criteria and require the Professional to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted, less any

reasonable cost associated with the delay; or

3.3.4 After notice and opportunity to cure as stated in section 9, terminate the Agreement in its entirety. Upon such a termination under this section, Professional shall promptly return to County all moneys paid by County to the Professional for the terminated Services.

3.3.5 Pursue such remedies as may be available to the County at law or in equity.

SECTION 4. GO-LIVE DATE

4.1 Delays Caused by County: In the event there are acts or omissions on the part of the County that result in delays to the go-live date, the Professional may request an extension of the go-live date. Upon receipt of such a request, the County shall promptly review and grant to the Professional an extension of the go-live date, in writing, which shall not be unreasonably withheld, equal to the aforementioned delays, provided there are no changes in compensation or Scope of Work, except those changes that may be agreed upon between the parties hereto.

4.2 Delays Not Caused by County: In the event there have been delays not caused by the County that would affect the go-live date or project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and whether to grant all or part of the requested extension.

4.3 Expiration: In the event the scheduled go-live date expires and the Professional has not requested, or if the County has denied, an extension of the go-live date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or the Services have gone live.

SECTION 5. SUPPORT AND MAINTENANCE SERVICES

Professional shall ensure that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Professional may associate with specialists, third-party hosts and/or other professionals ("sub-professionals"), in furtherance of the Services hereunder, without additional cost to the County. Should the Professional desire to utilize sub-professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such sub-professionals' work and may not assign or transfer work under this Agreement to other sub-professionals unless approved in writing by the County. The Professional shall use only sub-professionals that have been approved by an authorized representative of the County.

SECTION 6. RIGHT TO OWNERSHIP

6.1 County Proprietary Rights: County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Professional under this Agreement, including all copyright and other proprietary rights therein, which Professional as well as its employees, agents, sub-professionals, and suppliers may use only in connection with the performance of the Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Professional and its sub-professionals specifically for County (collectively, "developed works") shall be and remain the property of County. Accordingly, neither Professional nor its employees, agents, sub-professionals, or suppliers shall have any proprietary interest in such developed works. The Professional shall not, and shall ensure that its employees, agents, sub-professionals and suppliers do not, utilize, reproduce, distribute, or copyright, the developed works or any portion thereof, without the County's prior written consent except as required for Professional's performance hereunder.

6.2 The provisions and obligations of this section shall survive the expiration or termination of this Agreement or any license granted under this Agreement.

SECTION 7. WARRANTY AND WARRANTY DISCLAIMER

7.1 The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound and industry-standard practices and principles.

7.2 Professional represents and warrants to County that the Services will:

7.2.1 Perform substantially as described in Exhibits A and B.

7.2.2 Be free from defects in design, material, functionality, and workmanship, shall be capable of sustained performance in the operating environment.

7.3 Professional shall timely respond to and remediate technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, Professional shall respond immediately to correct problems so that the Services are not disrupted.

7.4 Professional grants to County a perpetual, non-transferable, nonexclusive license to the Services, including to any software embedded in or provided with the Services, with no geographical limitations.

7.5 The express warranties contained above are in addition to all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade.

SECTION 8. COMPENSATION

8.1 Fees: The County shall pay the Professional compensation as detailed in Exhibit C attached hereto and incorporated herein. In no event shall the total fees payable under the Agreement exceed the fees listed in Exhibit C without the prior written consent of the County.

8.2 Prompt Payment: It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

8.3 Taxes: Professional shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. When purchasing on a direct basis, the County is generally exempt from federal excise taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. The Professional is not exempt from paying sales tax to their suppliers for services or materials to fulfill contractual obligations with the County, nor shall the Professional be authorized to use any of the County's Tax Exemptions in securing such services or materials.

8.4 Adjustments: Adjustment of compensation because of any major changes in the Services that may become necessary or desirable shall be by written amendment to the Agreement and signed by the parties.

8.5 Invoices: Professional may submit invoices for deliverables and milestones only after the deliverables and milestones have been completed and accepted in accordance with Exhibit C. All invoices shall be paid via wire transfer or via check sent to the following address:

ITI Digital LLC
P.O. Box 1785
Bradenton, Florida 34206

SECTION 9. TERMINATION

9.1 Best Interests of the County: The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

9.2 For Cause: If the County reasonably determines that the performance of the Professional or sub-professional(s)

is not satisfactory; the County shall have the option of:

9.2.1 Terminating the Agreement based on any breach that is not cured within thirty (30) days of County sending notice of the breach to Professional. If Professional fails to cure the default within thirty (30) days, the County may terminate the Agreement immediately by sending to Professional a written notice of termination. In such instance, in addition to all rights and remedies County may have under law due to such breach the County may, among other things: i) be entitled to a refund of any fees for Services not rendered or deliverables or milestones not reached as indicated in Exhibits A or B; and ii) retain all developed works, deliverables, and Services already completed, whether or not accepted by County, in order to complete and/or obtain the Services and in furtherance of the requirements and intent of Exhibits A and B. In such case, the Professional will be liable to the County for all reasonable costs incurred by the County for completing and/or obtaining the Services in the requirements and intent of Exhibits A and B.

9.2.2 Immediately suspending, canceling, or terminating the Agreement without penalty in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

9.2.3 Immediately terminating or canceling this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or if an assignment of Professional is made for the benefit of Professional's creditors.

9.3 Convenience: This Agreement may also be terminated for convenience. If the County requires termination of the Agreement for reasons other than those shown above in this section, the County shall notify the Professional of such termination, which shall take effect no less than ninety (90) days after the date of such written notice, and which shall specify the state of Services, deliverables, or milestones, as applicable, at which time the Agreement is to be terminated. The Professional shall be entitled to receive payment for all Services completed and accepted hereunder through the date of termination, in addition to an allowance for satisfactory work in progress but not yet completed.

9.4 Transition and Transfer: As a critical objective of the parties and a material obligation of Professional under this Agreement, upon the expiration or termination of this Agreement, Professional shall make good faith efforts to facilitate the smooth, efficient, and secure transition of County's data and developed works to another professional (or to County, as applicable) without any unnecessary interruption or adverse impact on County operations ("disentanglement"). Professional shall not interfere with, and shall facilitate, County's access to all completed Services, whether or not accepted, until the County confirms to Professional in writing the successful transition of data and developed works to County or a new professional.

9.5 Maintenance or Destruction of Records: Upon termination or expiration of this Agreement, any of the County's data and developed works, reports, and any other documents ("records") prepared by Professional and associated with this Agreement, whether finished or unfinished, shall become the property of the County. Professional shall not destroy, overwrite, erase or otherwise prevent access by County to such records until ten (10) business days after County delivers to Professional written notice confirming that Professional has successfully delivered to County a complete, reliable and usable electronic copy of its records and County has successfully transitioned and transferred its data to a new professional that provides similar if not identical services. No less than ten (10) business days, but no more than thirty (30) days, after County delivers said notice, Professional shall permanently destroy the data in its systems, including but not limited to its or sub-professionals' or third-party host's servers, backup tapes and drives, etc.. Within five (5) business days of such destruction, Professional shall deliver to County a sworn destruction certificate confirming destruction. Until Professional receives the County's written notice heretofore described, however, the Professional shall maintain the records and shall not permit their destruction for a period not to exceed five (5) years from the effective date of termination or expiration, whichever is earlier.

SECTION 10. HEADINGS AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 11. REQUIRED INSURANCE

The Professional shall procure and maintain all forms of insurance required by Exhibit B. Failure to procure and maintain such insurance for the duration of this Agreement and all renewals hereto shall justify termination for cause pursuant to section 9 hereinabove.

SECTION 12. CONFLICTS

The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. Should Professional breach or violate of this section the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. PUBLICITY

Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or records or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section 6 hereof, such data or information is the property of the County.

SECTION 14. STANDARDS OF CONDUCT ANDCONFLICT OF INTEREST

The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in § 112.313, Florida Statutes (current edition), when performing under this Agreement, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter in furtherance of this Agreement.

SECTION 15. INDEMNIFICATION

15.1 Indemnification: To the fullest extent permitted by Florida law, the Professional covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Professional or its employees, agents or sub-professionals during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that Professional and its assignees will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. The provisions and obligations of this section shall survive the expiration or termination of this Agreement.

15.2 Limitation of Liability: In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however,

the foregoing limitation does not apply to the indemnification obligations described in section 15.1 hereinabove.

15.3 No Waiver: The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes (current edition). Nothing contained in this Agreement or its exhibits will be deemed a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this Agreement or its exhibits will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

SECTION 16. NOTICES

All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address shown below, and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 17. RIGHT TO AUDIT

Professional shall keep adequate records and supporting documents applicable to this Agreement for a minimum of five (5) years from the date of final payment on this Agreement. The County and its authorized agents shall have the right to audit, inspect and copy or reproduce such records and supporting documents as often as the County deems necessary; said audits shall occur during normal business hours, during the period of this Agreement and for five (5) years after expiration or termination (whichever is earlier) of this Agreement. During the period of time defined by the preceding sentence, the County has the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the Professional concerning the aforesaid records and documentation. Pursuant to § 119.0701, Florida Statutes (current edition), Professional shall comply with the Florida public records' laws outlined in Exhibit B.

SECTION 18. COMPLIANCE WITH STATE AND FEDERAL LAW

The Professional shall comply with all federal, state, and local laws and ordinances applicable to the performance of this Agreement or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

SECTION 19. GOVERNING LAW

Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. In any litigation arising from this Agreement, the parties hereby waive the right to a jury trial and shall each bear their own costs and attorney fees at all levels of litigation.

SECTION 20. E-VERIFY

Professional shall comply with and utilize E-Verify as required in Exhibit B. Professional's failure to do so shall justify termination of this Agreement pursuant to section 9 hereinabove.

SECTION 21. FORCE MAJEUR

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or natural disaster, or by labor strike, war, or by a law, order proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance to full extent immediately when such causes are removed. However, if such nonperformance exceeds sixty (60) days, the

party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

SECTION 22. WAIVER OF RULE OF CONSTRUCTION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 23. SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

SECTION 24. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

SECTION 25. COUNTERPARTS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 26. REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by the necessary and appropriate party to execute this Agreement on behalf of such party and does so with full legal authority. Professional represents that it is an entity authorized to transact business in the State of Florida.

SECTION 27. MODIFICATION OF CONTRACT

Before any additions or deletions to the Services described in Exhibits A or Exhibit B, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary changes and shall enter into a supplemental written agreement covering such modifications and the compensation, if any, to be paid therefor. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

SECTION 28. ASSIGNMENT

The Professional may not assign this Agreement to any other business entity or individual without the express written consent of the County. A change of control of Professional or a transfer by Professional for purposes of financing shall not constitute an assignment hereunder.

SECTION 29. EXHIBITS AND ORDER OF PRECEDENCE

If there is a conflict between the terms of this Agreement and the Exhibits, then the conflict shall be resolved in the following order of precedence:

The Agreement
Exhibit "A" Scope of Work
Exhibit "B" RFP 21-R000375/TPR – Digital Experience Platform
Exhibit "C" Fee Schedule

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

Attest Nicole Trupp Date: 3/12/24
Douglas A. Chorvat, Jr., Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

EN Date: 3/12/2024
Elizabeth Narverud, Chairwoman

ITI Digital, LLC

Witness _____
Printed name of witness

By Franci C. Edgerly

Printed Name and Title _____

Franci C Edgerly, Founder & CEO

Firm's Address for Notices: _____

P.O. Box 1785, Bradenton, FL 34206

Exhibit A

Scope of Work

1. Deliver Business Listings

Deliver Business Listings - Hotels, Restaurants, Shopping, Attractions and Places of Interest - powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s).
All information must be automatically updated 24/7 when a customer updates their Google Listing, or equivalent(s).

Customer Access to the Digital Experience Platform - Content Management Control
This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.
The content must be editable (if needed) and allow for approval prior to being published to the website.

The dashboard must include the following functionality:

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

Places SEO Optimization - Schema.org (or equivalent)

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google and other Internet SEO traffic bots

- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

Must be optimized for mobile and tablet screens.

2. Automated Daily Events Calendar

Daily Events Calendar

Integrated Front-end Widget with customizable data feed for Calendar of Events Content, with Management Platform that delivers, via API, geotargeted Calendar of Events content directly from Google, Facebook, Eventbrite and Evently.

The dashboard must include the following functionality:

- 1500 events delivered annually; up to 2000 Google places delivered annually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually; add and remove images, adjust event descriptions, edit details, or add events manually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must allow site manager to add/remove geotargeting as needed
- Must allow site manager to import bulk events in Excel (or equivalent) format
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events

Places SEO Optimization - Schema.org (or equivalent) markup

- Each Event listing must include schema.org (or equivalent) markup to optimize content discovery by Google and other Internet SEO traffic bots
- Each Event listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics (or equivalent)

Must be optimized for mobile and tablet screens

3. Trip Planner powered by Google Places (or equivalent) Business Listings

Trip Planner powered by Google Places (or equivalent) Business Listings

A platform that powers personalized, cross-channel digital experiences with content such as Business listings, Events, Images, Reviews, and Instagram User Generated Content (UGC). This

content is delivered via Application Preferred Interface (API) and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the Digital Experience Platform (DXP). From the DXP, the content may be edited if needed, approved, and published to the website.

The dashboard must include the following functionality:

- Must allow site manager to create and publish custom content
- Data feeds must be customizable with user-defined categories
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events
- Must allow site manager to block businesses or organizations that are not relevant to the Tourism Department
- Must allow the Site Manager to customize header images for the Trip Planner.
- Must be sharable on social media, e-mailable and printable

Must be optimized for mobile and tablet screens.

4. Itinerary Library powered by Google Business Listings (or equivalent)

Custom Itinerary Library powered by Google Places Business Listings (or equivalent)

A platform that powers personalized itineraries utilizing content such as Google Business listings, Events, Images, Reviews, and Instagram UGC, or equivalent(s). This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the DXP. From the DXP, the content may be edited if needed, approved, and published to the website. Once published, the itineraries must be sharable and printable.

The dashboard must include the following functionality:

- Offer Unlimited itineraries and Dashboard Access
- Access to the database of up to 2,000 Points of interest
- Access to DXP Dashboard for unlimited itinerary edits and revisions
- Block organizations that are not relevant to the mission of the Tourism office
- Ability to turn itineraries on/off seasonally or as needed
- The data feeds must be customizable

- Must provide flexibility for itinerary is to be published with driving or walking distances. For example, if all POIs are within a State Park trail, the itinerary can feature only walking distances between trail markers or interesting trail tourism assets.
- Must allow for previewing itinerary before publishing live
- Must allow Drag-and-drop POIs for re-ordering the itinerary, with automatic route recalculation
- Must offer ability to upload and edit the itinerary image, description text, and title
- Must offer ability to update the sidebar Itinerary
- Library promotional images

Must be optimized for mobile and tablet screens.

5. Instagram User-Generated Content & Dashboard

Instagram User-Generated Content & Dashboard

Dashboard with unlimited user-generated content from Instagram @Accounts and #Hashtags via the Instagram API.

The dashboard must include the following functionality:

- Must provide ability to add unlimited @accounts and up to 30 #hashtags, directly via the dashboard
- Must allow for staff approval or rejection of content for UGC libraries
- Create and Organize assets in unlimited library folders
- Display the library folders as website widgets on specific web pages such as shopping, restaurants, outdoor, etc.
- Filter media by type (image or video,) size, and orientation and by date if was published
- Search assets database based on caption text.
- Must offer "Rights Approval Feature" to enable Site Manager ability to contact users and ask for permission to use their posts in other material

Must be optimized for mobile and tablet screens.

6. Business Concierge

Deliver Business Listings unrelated to Tourism, powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with

each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s).
All information must be automatically updated 24/7 when a customer updates their Google Listing.

Customer Access to the Digital Experience Platform - Content Management Control
This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.
The content must be editable (if needed) and allow for approval prior to being published.
The dashboard must include the following functionality:

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

Places SEO Optimization - Schema.org

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google SEO traffic bots, or equivalent(s)
- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

Must be optimized for mobile and tablet screens.

7. Partner Portal

Partner Portal - Online Travel Industry Partner Engagement
Target audience: Local industry partners, travel and hospitality businesses e.g., lodging, dining,

attractions.
Objective: Increase DMO-partner communication; allow for easy access to industry-related resources provided by
the DMO; engage the local travel industry partners by providing an online space with news, co-op marketing, grants and a medica center.

8. WordPress Hosting & Support

Managed WordPress, or equivalent(s), Hosting

- Daily Server Backups.
- Domain uptime monitoring, using the Freshping 24/7 monitoring tool
- Must have redundant servers to ensure 24/7 functionality
- **Dedicated WordPress Security, which includes:**
    - Core WordPress Files are locked down, so potential malicious activity cannot overwrite files WordPress PHP
    - Intelligent IP blocker to block intruders
    - Updates to existing WordPress plugins
    - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images,
      and content of the website—Malware & virus scanning and removal (quarterly)
    - SSL Security Seals. Provide and install the SSL security seals on primary domain
    - Staging and Privacy Mode
    - Training. Ongoing CMS training upon request
    - Monthly Analytics Report
    - Quarterly Consultation Call
- Include 10 hours per month to perform ongoing tasks including:
    - Updates to text, images, and other minor content changes to the customer's website existing pages
    - Add or remove GTM tags, tracking pixels, or other advertising campaign tag scripts
    - Editing menu items, icons such as weather, social media, video, iTunes, Google Play and PDF links
    - Add and remove smart banners for app downloads
    - Creating directions for the client on key WordPress Content Management System features
- Quarterly tasks:
    - CMS quarterly upgrades/security patches to the server

- WordPress version updates, as it becomes available
- Updates to slideshow or video changes on the homepage either through the Content Management System or web page
- Monitoring and report on site Speed Loading via Google PageSpeed Insights.
- Monitoring and report on site SEO Crawling/Indexing errors via Google Search Console.

9. Digital Experience Platform Hosting, Tech Support & Management.

Digital Experience Platform (DXP) Hosting, Tech Support & Management.

Contractor must:

- Ensure redundant servers for 24/7 functionality
- Apply software feature upgrades as they become available
- Manage SaaS deployment and day-to-day maintenance of the application, which includes:
  - Testing and installing patches
  - Managing upgrades
  - Monitoring performance, ensuring high availability
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
  - Monitor and manage all third-party systems and API statuses.
  - Ensure we have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, developer will proactively update as soon as possible
  - Ongoing DXP Dashboard training as requested and as needed
- Maintain proprietary software to manage changes to:
  - Corrective Maintenance, including modifications or updates done to correct problems
  - Adaptive Maintenance - including updates to keep the product up to date with ever-changing technology
  - Perfective Maintenance - including modifications to keep the software useable for a long period of time, including new features and new user requirements
  - Preventive Maintenance - including updates to prevent future problems with the software
  - Market conditions

- Algorithm and API changes
- Client requirements
- Host modifications

undefined

23-RFP00375/TPR

DIGITAL EXPERIENCE PLATFORM - AUTOMATED FEEDS FOR PLACES (COMPANY LISTINGS), EVENTS, ITINERARIES, AND UGC, WITH WORDPRESS AND DXP HOSTING AND MAINTENANCE.

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

RELEASE DATE: January 3, 2024

DEADLINE FOR QUESTIONS: January 15, 2024

RESPONSE DEADLINE: February 5, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/hernandocounty

County of Hernando
undefined
23-RFP00375/TPR

Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

I. Introduction .....
II. SOLICITATION - OFFER - AWARD .....
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VI. RFP info .....
VII. SOLICITATION INSTRUCTIONS .....
VIII. REQUEST FOR PROPOSALS .....
IX. Scope of Work .....
X. Pricing Proposal .....
XI. Evaluation Phases .....
XII. Vendor Questionnaire .....

Attachments:

A - Software Agreement template.MAT120523

1. Introduction

Mission: The Hernando County Tourist Development Council will identify, create, support, and enhance activities, consistent with community assets that increase visitation and provide local economic impact.

1.1. Summary

The Hernando County Tourism Development Council is Requesting Proposals from firms for Digital Media Marketing services. Requested services include but are not limited to Automated Feeds for Places (company listings), Events, Itineraries, and User Generated Content (UGC), with WordPress, and Digital Experience Platform (DXP) Hosting and Maintenance to promote tourism and outdoor recreation in Hernando County.

It is the intent of Hernando County to award a Contract to one (1) firm.

1.2. Background

The website for this project is **www.FloridasAdventureCoast.com** .

1.3. Contact Information

Erin Kluis Briggs
Procurement Coordinator
Email: ebriggs@co.hernando.fl.us
Phone: (352) 754-4778

Department:
Tourism

Department Head:
Tammy Heon
Manager, Tourism Development

1.4. Timeline

Release Project Date	January 3, 2024

Pre-Proposal Meeting (Non-Mandatory)	January 10, 2024, 1:30pm Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09 Meeting ID: 921 6100 1651 Passcode: 234224 One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US Dial by your location +1 305 224 1968 US +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US Meeting ID: 921 6100 1651 Passcode: 234224 Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq
Question Submission Deadline	January 15, 2024, 5:00pm
Question Response Deadline (Tentative)	January 17, 2024, 5:00pm

Proposal Submission Deadline	February 5, 2024, 10:00am Topic: Bid Opening Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09 Meeting ID: 921 6100 1651 Passcode: 234224 --- One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US --- Dial by your location • +1 305 224 1968 US • +1 646 931 3860 US • +1 301 715 8592 US (Washington DC) • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 646 558 8656 US (New York) • +1 669 444 9171 US • +1 669 900 6833 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US Meeting ID: 921 6100 1651 Passcode: 234224 Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq

Submittal Screening (tentative)	February 28, 2024
Interview List Released (If Needed)	March 1, 2024
Oral Interviews (tentative/if applicable)	March 20, 2024
Negotiation of Contract (tentative)	April 16, 2024

2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chairwoman

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT Portal

Carla Rossiter-Smith

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE PROCUREMENT DEPARTMENT, VIA THE COUNTY'S eProcurement Portal UNTIL10:00 am, LOCAL TIME ON Monday, February 5, 2024. NO OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDENTS WILL BE PUBLICLY READ IN THE PROCUREMENT DEPARTMENT CONFERENCE ROOM AT 10:00 am ON Monday, February 5, 2024. 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.

4. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS PROPOSAL ON BEHALF OF THE PROPOSER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS 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.

5. AWARD

The County intends to make a single award to the most responsive, and responsible Proposer that is the most advantageous to the County. However, the County reserves the sole right to reject any and all Proposals in accordance with the Hernando County Procurement Ordinance.

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s).

This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Procurement Policy.

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend through project completion.

Upon Award please SUBMIT INVOICES TO:

Hernando County

Tourism Development Department

205 E. Fort Dade Ave.
Brooksville, FL 34601

6. RFP info

6.1. ADVERTISEMENT OF BID

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Proposals for:

SOLICITATION # 23-RFP00375/TPR

FOR

Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in Web Design, Hosting, and Maintenance.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, February 5, 2024, via Hernando County Procurement's eProcurement Portal. Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in offers received in accordance with the proposal documents and the Hernando County Procurement Ordinance.

Interested firms may secure the proposal documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

A **NON-MANDATORY** Pre-Proposal Conference will be held Wednesday, January 10, 2024, at 1:30 pm, via ZOOM. Representatives of Owner will be present to discuss the project. Proposers are recommended to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE.**

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between

Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit proposals, or have submitted proposals, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Proposers to visit the ePROCUREMENT PORTAL to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from 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.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Erin Kluis Briggs Procurement Coordinator , Procurement Department, via the County's ePROCUREMENT PORTAL Question and Answer tab.

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITIONS

A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

B. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

C. **"Contract Documents"** means the Request for Proposals, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

D. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Proposals.

E. **"County"** (synonymous with "Owner") means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

F. **"Evaluation Team"** means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.

G. **"Minor Irregularity"** means a variation from the Request for Proposals terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

H. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.

I. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

J. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and

the length of time for the completion of the Services, in accordance with the Contract Documents.

K. **"Pre-Proposal Meeting"** means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Proposals.

L. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.

M. **"Proposer"** (also synonymous with "Firm", "Vendor" and "Respondent") means the entity that submits a Proposal to the County in response to the Request for Proposals. "Proposal" means the response to the Request for Proposals submitted by the Proposer.

N. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

O. **"Request for Proposals"** means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.

P. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Proposals requirements.

Q. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposals, and the integrity and reliability that will assure good faith performance.

R. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

S. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

T. **"Successful Proposer"** means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

U. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.

8. REQUEST FOR PROPOSALS

8.1. PURPOSE AND OVERVIEW

The Hernando County Tourism Development is requesting Digital Media Marketing services, to include, but not limited to Automated Feeds for Places (company listings), Events, Itineraries, and User Generated Content (UGC), with WordPress, and DXP Hosting and Maintenance.: to promote tourism and outdoor recreation in Hernando County.

CAUTION: In accordance with Section 287.057 (23) (Current Edition) of the Florida Statutes, Proposers to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

8.2. INSTRUCTIONS TO PROPOSERS:

A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.

B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.

C. The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Procurement Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.

D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful

Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.

F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

G. Costs of preparation of a response to this request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

8.3. QUESTIONS REGARDING THIS RFP:

A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, Monday, January 15, 2024 When required the Procurement Department will issue an addendum to the Request for Qualifications. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Qualifications shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.

C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.

D. If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum

duly issued. A copy of such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.

E. Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged via the County's eProcurement Portal.

8.4. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.

C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.

D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.

E. Miscellaneous Requirements:

1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.

2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.

3. Any damage to facilities, equipment or property, due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged

facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

8.5. EVALUATION PHASES

Please see Evaluation Criteria Section

8.6. PROPOSAL EVALUATION PROCESS:

A. The Professional Services Review Committee (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth below. It is the intent of the County to award one (1) contract.

B. The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in the Section below.

C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the Section 10 EVALUATION PHASES.

D. If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent fo the points to their overall evaluation consensus score.

E. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).

F. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.

G. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).

H. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.

I. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board

shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

J. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:

1. Reject any or all Proposals or parts thereof
2. Issue subsequent Requests for Proposals
3. Cancel the entire Request for Proposals
4. Remedy technical errors in the Request for Proposals
5. Negotiate with any, all, or none of the Proposers
6. Award a Contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in Proposals

K. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

L. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

M. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

8.7. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for $15.00 fee. The debriefing shall include the following minimum information:

A. Key requirements of the solicitation.

B. The overall ranking of all Proposals.

C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.

D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.

E. If applicable, a summary of the rationale for award.

F. Responses to any relevant questions of the Proposer.

8.8. SCOPE OF SERVICES

Please see SOW Section 9

8.9. TERMS AND CONDITIONS:

A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.

C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected

Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.

F. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

H. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

8.10. INSURANCE REQUIREMENTS

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or

surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

    a. Coverage as follows:

        i. EACH OCCURRENCE.....$1,000,000.00

        ii. GENERAL AGGREGATE $2,000,000.00

        iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

        iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..$2,000,000.00 Per Project Aggregate (if applicable)

    b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

        i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

        ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

2. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability and IT Technology Errors and Omissions Insurance. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

3. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any

policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

4. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
5. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
6. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
7. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
8. POLLUTION LIABILITY (if applicable it will be noted below separately):
9. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
10. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604
2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members,

employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

PROFESSIONAL LIABILITY (if applicable): including Cyber and IT Technology Errors and Omissions with minimum limits of $3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

8.11. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

8.12. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms, will be posted for review by interested parties at the Procurement Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: Hernandocounty.us/purchasing.

8.13. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16. After a bid is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to

debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

A. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.

B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

8.14. E-VERIFY

A. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm 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, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

C. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Procurement Department at (352) 754-4020: and

   2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

8.15. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:

   a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $35,000.00, or

   b. Three (3%) percent if the cost differential does not exceed $1,000.00 for procurement activities in amounts more than $10,000.00, but less than $35,000.

2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate

the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.

C. Definitions:

1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.

2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

   a. A physical business and location address.

   b. Proof of payment of real property tax due to Hernando County.

   c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

   d. Any additional information necessary to verify local status.

D. Competitive Bids/Quotes:

1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

2. Purchases with any sole source supplier for supplies, materials, or other equipment.

3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.

4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.

5. Purchases with an estimated cost of less than $10,000.00 or less.

F. Appeal:

1. If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

8.16. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

8.17. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **Thirty-Six (36) months**. The Contract may be renewed for **two (2)** additional **twelve (12) month** periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

8.18. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement

8.19. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.

B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, and (5) improper and/or undated signatures.

C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different

names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation concerning a Hernando County involving a previously awarded Contract.

D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

8.20. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

8.21. EXAMINATION OF PROPOSAL DOCUMENTS:

A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.

C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

8.22. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

8.23. MODIFICATION/WITHDRAW OF PROPOSAL:

A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.

B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.

C. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

8.24. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

8.25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has the adequate financial capability to meet the County's requirements. Should the County determine that the Proposal, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

8.26. FINANCIAL STRENGTH:

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a

financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

8.27. CLARIFICATIONS

Before Contract award, the County reserves the right to seek clarification from a Proposer to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

8.28. PUBLIC RECORDS ACT:

A. **Proposers should make themselves familiar with Chapter 119 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents ($0.15) per page, plus cost of copying.**

B. Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution (Current Edition) and Section 119.071 of the Florida Statutes (Current Edition), shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.

D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

8.29. JOINT VENTURES:

A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of

individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

8.30. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

8.31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

9. Scope of Work

9.1. Deliver Business Listings

Deliver Business Listings - Hotels, Restaurants, Shopping, Attractions and Places of Interest - powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s).
All information must be automatically updated 24/7 when a customer updates their Google Listing, or equivalent(s).

Customer Access to the Digital Experience Platform - Content Management Control
This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.
The content must be editable (if needed) and allow for approval prior to being published to the website.

The dashboard must include the following functionality:

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

Places SEO Optimization - Schema.org (or equivalent)

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google and other Internet SEO traffic bots

- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

Must be optimized for mobile and tablet screens.

9.2. Automated Daily Events Calendar

Daily Events Calendar

Integrated Front-end Widget with customizable data feed for Calendar of Events Content, with Management Platform that delivers, via API, geotargeted Calendar of Events content directly from Google, Facebook, Eventbrite and Evently.

The dashboard must include the following functionality:

- 1500 events delivered annually; up to 2000 Google places delivered annually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually; add and remove images, adjust event descriptions, edit details, or add events manually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must allow site manager to add/remove geotargeting as needed
- Must allow site manager to import bulk events in Excel (or equivalent) format
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events

Places SEO Optimization - Schema.org (or equivalent) markup

- Each Event listing must include schema.org (or equivalent) markup to optimize content discovery by Google and other Internet SEO traffic bots
- Each Event listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics (or equivalent)

Must be optimized for mobile and tablet screens

9.3. Trip Planner powered by Google Places (or equivalent) Business Listings

Trip Planner powered by Google Places (or equivalent) Business Listings

A platform that powers personalized, cross-channel digital experiences with content such as Business listings, Events, Images, Reviews, and Instagram User Generated Content (UGC). This

content is delivered via Application Preferred Interface (API) and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the Digital Experience Platform (DXP). From the DXP, the content may be edited if needed, approved, and published to the website.

The dashboard must include the following functionality:

- Must allow site manager to create and publish custom content
- Data feeds must be customizable with user-defined categories
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events
- Must allow site manager to block businesses or organizations that are not relevant to the Tourism Department
- Must allow the Site Manager to customize header images for the Trip Planner.
- Must be sharable on social media, e-mailable and printable

Must be optimized for mobile and tablet screens.

9.4. Itinerary Library powered by Google Business Listings (or equivalent)

Custom Itinerary Library powered by Google Places Business Listings (or equivalent)

A platform that powers personalized itineraries utilizing content such as Google Business listings, Events, Images, Reviews, and Instagram UGC, or equivalent(s). This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the DXP. From the DXP, the content may be edited if needed, approved, and published to the website. Once published, the itineraries must be sharable and printable.

The dashboard must include the following functionality:

- Offer Unlimited itineraries and Dashboard Access
- Access to the database of up to 2,000 Points of interest
- Access to DXP Dashboard for unlimited itinerary edits and revisions
- Block organizations that are not relevant to the mission of the Tourism office
- Ability to turn itineraries on/off seasonally or as needed
- The data feeds must be customizable

- Must provide flexibility for itinerary is to be published with driving or walking distances. For example, if all POIs are within a State Park trail, the itinerary can feature only walking distances between trail markers or interesting trail tourism assets.
- Must allow for previewing itinerary before publishing live
- Must allow Drag-and-drop POIs for re-ordering the itinerary, with automatic route recalculation
- Must offer ability to upload and edit the itinerary image, description text, and title
- Must offer ability to update the sidebar Itinerary
- Library promotional images

Must be optimized for mobile and tablet screens.

9.5. Instagram User-Generated Content & Dashboard

Instagram User-Generated Content & Dashboard

Dashboard with unlimited user-generated content from Instagram @Accounts and #Hashtags via the Instagram API.

The dashboard must include the following functionality:

- Must provide ability to add unlimited @accounts and up to 30 #hashtags, directly via the dashboard
- Must allow for staff approval or rejection of content for UGC libraries
- Create and Organize assets in unlimited library folders
- Display the library folders as website widgets on specific web pages such as shopping, restaurants, outdoor, etc.
- Filter media by type (image or video,) size, and orientation and by date if was published
- Search assets database based on caption text.
- Must offer "Rights Approval Feature" to enable Site Manager ability to contact users and ask for permission to use their posts in other material

Must be optimized for mobile and tablet screens.

9.6. Business Concierge

Deliver Business Listings unrelated to Tourism, powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s).
All information must be automatically updated 24/7 when a customer updates their Google Listing.

Customer Access to the Digital Experience Platform - Content Management Control
This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.
The content must be editable (if needed) and allow for approval prior to being published.
The dashboard must include the following functionality:

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

Places SEO Optimization - Schema.org

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google SEO traffic bots, or equivalent(s)
- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

Must be optimized for mobile and tablet screens.

9.7. Partner Portal

Partner Portal - Online Travel Industry Partner Engagement

Target audience: Local industry partners, travel and hospitality businesses e.g., lodging, dining, attractions.

Objective: Increase DMO-partner communication; allow for easy access to industry-related resources provided by
the DMO; engage the local travel industry partners by providing an online space with news, co-op marketing, grants and a medica center.

9.8. WordPress Hosting & Support

Managed WordPress, or equivalent(s), Hosting

- Daily Server Backups.
- Domain uptime monitoring, using the Freshping 24/7 monitoring tool
- Must have redundant servers to ensure 24/7 functionality
- **Dedicated WordPress Security, which includes:**
    - Core WordPress Files are locked down, so potential malicious activity cannot overwrite files WordPress PHP
    - Intelligent IP blocker to block intruders
    - Updates to existing WordPress plugins
    - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images,
      and content of the website—Malware & virus scanning and removal (quarterly)
    - SSL Security Seals. Provide and install the SSL security seals on primary domain
    - Staging and Privacy Mode
    - Training. Ongoing CMS training upon request
    - Monthly Analytics Report
    - Quarterly Consultation Call
- Include 10 hours per month to perform ongoing tasks including:
    - Updates to text, images, and other minor content changes to the customer's website existing pages
    - Add or remove GTM tags, tracking pixels, or other advertising campaign tag scripts
    - Editing menu items, icons such as weather, social media, video, iTunes, Google Play and PDF links
    - Add and remove smart banners for app downloads

- Creating directions for the client on key WordPress Content Management System features

- Quarterly tasks:
  - CMS quarterly upgrades/security patches to the server
  - WordPress version updates, as it becomes available
  - Updates to slideshow or video changes on the homepage either through the Content Management System or web page
  - Monitoring and report on site Speed Loading via Google PageSpeed Insights.
  - Monitoring and report on site SEO Crawling/Indexing errors via Google Search Console.

9.9. Digital Experience Platform Hosting, Tech Support & Management.

Digital Experience Platform (DXP) Hosting, Tech Support & Management.

Contractor must:

- Ensure redundant servers for 24/7 functionality
- Apply software feature upgrades as they become available
- Manage SaaS deployment and day-to-day maintenance of the application, which includes:
  - Testing and installing patches
  - Managing upgrades
  - Monitoring performance, ensuring high availability
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
  - Monitor and manage all third-party systems and API statuses.
  - Ensure we have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, developer will proactively update as soon as possible
  - Ongoing DXP Dashboard training as requested and as needed
- Maintain proprietary software to manage changes to:
  - Corrective Maintenance, including modifications or updates done to correct problems
  - Adaptive Maintenance - including updates to keep the product up to date with ever-changing technology

- Perfective Maintenance - including modifications to keep the software useable for a long period of time, including new features and new user requirements
- Preventive Maintenance - including updates to prevent future problems with the software
- Market conditions
- Algorithm and API changes
- Client requirements
- Host modifications

10. Pricing Proposal

DIGITAL PLATFORM PRICING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Business Listings	1	EA		
2	Automated Daily Events Calendar	1	EA		
3	Trip Planner	1	EA		
4	Itinerary Builder	1	EA		
5	Instagram User-Generated Content & Dashboard	1	EA		
6	Business Concierge	1	EA		
7	Partner Portal	1	EA		
8	WordPress Hosting & Support	12	EA		
9	Digital Experience Platform Hosting, Tech Support & Management.	12	EA		
TOTAL					

11. Evaluation Phases

11.1. Evaluation of Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Capabilities and functionality of the proposed solution to meet County needs** All modules must be fully integrated and all current functionality must be maintained.	0-100 Points	30 *(30% of Total)*
2.	**Understanding, Approach, and Methodology** The demonstrated understanding, approach, and methodology to provide the services identified in this Request for Proposals	0-100 Points	10 *(10% of Total)*
3.	**Prior Experience** Successful experience of the firm providing similar services. Must provide at least three (3) references from the Travel & Tourism (DMO) Industry	0-100 Points	10 *(10% of Total)*
4.	**Experience and demonstrated knowledge of key personnel.** Key personnel must be experienced with the Travel & Tourism (DMO) Industry.	0-100 Points	10 *(10% of Total)*
5.	**Security, reliability and redundancy of the proposed solution**	0-100 Points	10 *(10% of Total)*
6.	**Price** Prices should be per module to be installed	0-100 Points	10 *(10% of Total)*
7.	**Timeframe for completion of the project**	0-100 Points	10 *(10% of Total)*
8.	**Completeness of Proposal** Must include timeline and pricing to modify existing website content and layout in order to include new modules.	0-100 Points	10 *(10% of Total)*

11.2. Oral Presentations (If required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Capabilities and functionality of the proposed solution to meet County needs** All modules must be fully integrated and all current functionality must be maintained.	0-100 Points	20 *(20% of Total)*
2.	**Understanding, Approach, and Methodology** The demonstrated understanding, approach, and methodology to provide the services identified in this Request for Proposals	0-100 Points	20 *(20% of Total)*
3.	**PRIOR EXPERIENCE** Successful experience of the firm providing similar services. Must provide at least three (3) references from the Travel & Tourism (DMO) Industry	0-100 Points	10 *(10% of Total)*
4.	**Experience and demonstrated knowledge of key personnel.** Key personnel must be experienced with the Travel & Tourism (DMO) Industry.	0-100 Points	10 *(10% of Total)*
5.	**Security, reliability and redundancy of the proposed solution**	0-100 Points	10 *(10% of Total)*
6.	**Price** Prices should be per module to be installed	0-100 Points	10 *(10% of Total)*
7.	**Timeframe for completion of the project**	0-100 Points	10 *(10% of Total)*
8.	**Completeness of Proposal** Must include timeline and pricing to modify existing website content and layout in order to include new modules.	0-100 Points	10 *(10% of Total)*

12. Vendor Questionnaire

12.1. Acknowledgement and Attestation*

By responding to this Pre-Qualification, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

☐ Please confirm

*Response required

12.2. Vendor Information

*12.2.1. Company ID**

Please Provide Your:

1. Respondent/Vendor Contractor Name

2. Vendor/Contractor FEIN

3. State of Incorporation

4. Address

5. Phone Number

6. Email Address

*Response required

*12.2.2. Type of Organization **

Select your organization's type below

☐ Sole Proprietorship
☐ Joint Venture
☐ Corporation
☐ Partnership
*Response required

*12.2.3. Authorized Signatures/Negotiators **

Please provide the information to support the statement below:

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(s)

Title(s)

Phone no (s)

*Response required

*12.2.4. Proposal Principals **

Please name all persons or entities interested in the Proposal as principals.

Provide name, title , mailing address, email address and phone number.

*Response required

*12.2.5. W-9**

Please attach your W-9

*Response required

*12.2.6. ACH electronic payment **

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

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

☐ Yes, ACH electronic payment method is acceptable.
☐ No, ACH electronic payment method is not acceptable.
*Response required

*12.2.7. E-VERIFY CERTIFICATION**

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:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

*12.2.8. **VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

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 submit bids 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.

☐ Please confirm

*Response required

*12.2.9. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees**

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.

I have read and attest that I am 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.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

*Response required

12.2.10. Drug Free Workplace Certification

I have read and attest, in accordance with Florida Statute 287.087 (current version), that the Vendor/Contractor has implemented a drug-free workplace program that:

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".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

12.2.11. Local Vendor Affidavit - 12 Month Minimum

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

☐ Please confirm

12.3. Vendor Survey

*12.3.1. VENDOR/CONTRACTOR SURVEY **

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

Select all that apply

☐ OpenGov Procurement
☐ Newspaper
☐ Purchasing and Contract Department Advertisement Board
☐ Other
*Response required

12.3.2. VENDOR/CONTRACTOR SURVEY (OTHER)

If you answered "Referred" or "Other" in the Survey, please specify:

12.4. Sworn Statement

*12.4.1. Sworn Statement SECTION 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes (current version), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction

or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that 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.

I have read and attest that 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.

I have read and attest that 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.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [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.

☐ 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 list [attach a copy of the final order].

*Response required

12.4.2. If you choose option 3, please attach a copy of the final order

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

Please attach a copy of the final order

12.5. Excpetions

1. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The County, at its sole discretion, may reject any exceptions or specifications within the proposal.
2. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

*12.5.1. PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one:

☐ I take NO exceptions
☐ I take Exceptions, explained in the subsequent answer
*Response required

12.5.2. Exceptions

If you selected "Exceptions" in the preceding question, please upload a document containing any exceptions to this RFP

12.6. Statement of No Proposal

*12.6.1. Statement of No Proposal **

Select all that apply

☐ Specifications too tight, geared toward one (1) brand or manufacturer (explain below)
☐ Insufficient time to respond.
☐ Specifications unclear (explain below)
☐ We do not offer this product/services.
☐ Our present schedule does not permit us to perform.
☐ Unable to meet specifications or provide services.
*Response required

12.6.2. "No Proposal" Explanation

Please provide any necessary explanation as to why you chose not to participate.

12.7. Proposal Format

The following information shall be submitted in all Proposer responses. Failure to submit the requested information will result in a reduction in the evaluation points assigned to your Proposal.

*12.7.1. Statement of Interest and Introduction/Letter of Transmittal.**

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If Sub-contractors are proposed, each Sub-contractor may provide a similar letter, not exceeding one (1) page. This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

*Response required

*12.7.2. References**

Submit at least 3 references, contact information and a description of similar work done.

Please provide the following information:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Contract Amount

Date Project Commenced

Date of Completion

Description of Work Performed

*Response required

*12.7.3. Personnel Resumes**

Please upload resumes for key staff contemplated to perform the work. Make sure to include relative work experience.

*Response required

*12.7.4. Sub-Contractors/Sub-consultants:**

The Hernando County BOCC reserves the right to approve all Sub-contractors and/or sub-consultants for this Contract. If Sub-contractors are to be utilized, their names and references must be included within this initial Proposal.

Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work for each firm.

If none, state "NONE".

*Response required

*12.7.5. Substantiative Response**

Provide detailed narrative on how your firm will meet/exceed the requirements as listed in the Scope of Work. Each section from the Scope of Work should be broken down, with narrative response for each requirement therein.

*Response required

*12.7.6. Proposed implementation timeline beginning at the date of Contract approval.**

*Response required

12.8. Optional

12.8.1. Optional

Use this section to upload any optional/additional information not requested elsewhere.

Respondent may supply a full PDF of their proposal here. This should be done in addition to responding to the above 7.1 through 7.6.

12.9. Proposal Validity

12.9.1. Confirm 180 days proposal validity

Any Proposals shall constitute an irrevocable offer (including pricing), for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

☐ Please confirm

12.10. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*12.10.1. 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**

☐ Yes
☐ No

*Response required

*12.10.2. 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?**

☐ Yes
☐ No

*Response required

12.10.3. Relatives and Former Hernando County Employees - Roles and Signatures

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONALSERVICES AGREEMENT-
NO. RFP 23-R00375/TPR – DIGITAL EXPERIENCE PLATFORM

THIS Agreement made and entered into this _____ day of _____, 20___, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and _____ _____, a [?State] [?corporation, LLC, partnership, etc.] duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

W I T N E S S E T H:

WHEREAS, the County publicly submitted Request for Proposal (RFP) 23-R00375/TPR seeking firms or individuals qualified in providing digital experience platform services with required capabilities contained within the Scope of Work (Exhibit A) and RFP 23-R00375/TPR (Exhibit B), and

WHEREAS, based upon the County's assessment of Professional's proposal, the County selected the Professional to provide the services as defined herein; and

WHEREAS, Professional represents that it has the experience and expertise to perform all services as set forth in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, and covenants set forth in this Agreement, County and Professional agree as follows:

SECTION 1. DEFINITIONS

1.1 **BOCC** means the Board of County Commissioners of Hernando County, Florida; also referred to as County.

1.2 **County Administrator** means the Hernando County Administrator or its designee.

1.3 **Services** means all elements, documentation, services, tasks, products, maintenance, training, etc. delineated in Exhibits A and B.

SECTION 2. TERM AND PERFORMANCE

2.1 Term: This Agreement and associated agreements shall commence on the date of the last authorized signature below, the initial term being _____ (#) years.

2.2 Schedule of deliverables and milestones: Professional shall provide and commence the Services required in this Agreement as indicated in Exhibits A and B, upon written Notice to Proceed or Purchase Order from the Hernando County Administrator or its designee, and shall complete the Services according to the schedule for deliverables and milestones. The schedule for deliverables and milestones, or amendments thereto, will be agreed upon by the parties in writing and attached hereto and incorporated herein.

2.3 Renewals: This Agreement may be unilaterally renewed by the County for _____ (#) additional _____(#)-year terms by sending notice of renewal to Professional at least thirty (30) days prior to the expiration of the then-current term. Should any such renewal results in changes in the terms and conditions or increase in fees, such changes must be in writing as an amendment to this Agreement and executed by both parties. Renewal of this Agreement is subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

2.4 Performance (Professional):

2.4.1 In the event the Services are performed on the premises of the County or, if agreed to by both parties, at an alternative location, Professional shall, while working on such premises, observe the County's rules and policies relating to the security thereof, access to or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information. Additionally, Professional and its personnel shall observe the County's administrative and ethics codes relating to the security, access or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information.

2.4.2 Professional shall respond expeditiously to any inquiries pertaining to this Agreement from the County.

2.4.3 The County retains Professional on an independent contractor basis and not as an employee.

2.4.4 Professional shall work closely with County staff in the performance of Services and shall be available to County's staff, consultants, and other staff at all reasonable times in furtherance of this Agreement.

2.4.5 The Professional shall provide detailed progress reports regarding deliverables and milestones in a format acceptable to the County, either monthly or at intervals established by the County. The County is entitled at all times to be advised, at its request, of the status of work being done by the Professional in furtherance of this Agreement. Professional shall maintain coordination with representatives of the County. Either party to the Agreement may request and be granted a conference.

2.5 Performance (County):

2.5.1 The County acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the County and its staff and shall act reasonably and cooperate fully with Professional in furtherance of this Agreement.

2.5.2 The County shall notify Professional of suspected defects in any of the Services supplied by Professional. County shall provide, upon Professional's request, additional data Professional deems necessary or desirable to reproduce the environment in which such defect occurred.

2.6 Performance (County and Professional): The parties shall appoint a project manager (the "Project Manager") who shall work closely together with Professional to facilitate the successful implementation of the Services.

SECTION 3. USER ACCEPTANCE

3.1 The County will not accept the Services until it has validated that Professional has met all requirements stated in the Scope of Work.

3.2 All Services must, among other conditions, be accessible, customizable, usable, free from operational defects (for all users including but not limited to: County, site manager, end users, stakeholders, etc.), compliant with all specifications and requirements, etc., in order to be accepted by the County.

3.3 At the date scheduled for each deliverable and milestone, the County shall test such deliverable or milestone for, among other conditions, accessibility, customizability, usability, and compliance with specifications and requirements. If, after testing a deliverable or milestone, the same does not function in accordance with Exhibits A and B, the County shall have the option, upon notice as described in section 9 below to:

3.3.1 Conditionally accept the deliverable at its then level of performance, or

3.3.2 Extend testing for such period as determined by the County; or

3.3.3 Accept those portions of the deliverable which pass the acceptance criteria and require the Professional to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted, less any

reasonable cost associated with the delay; or

3.3.4 After notice and opportunity to cure as stated in section 9, terminate the Agreement in its entirety. Upon such a termination under this section, Professional shall promptly return to County all moneys paid by County to the Professional for the terminated Services.

3.3.5 Pursue such remedies as may be available to the County at law or in equity.

SECTION 4. GO-LIVE DATE

4.1 Delays Caused by County: In the event there are acts or omissions on the part of the County that result in delays to the go-live date, the Professional may request an extension of the go-live date. Upon receipt of such a request, the County shall promptly review and grant to the Professional an extension of the go-live date, in writing, which shall not be unreasonably withheld, equal to the aforementioned delays, provided there are no changes in compensation or Scope of Work, except those changes that may be agreed upon between the parties hereto.

4.2 Delays Not Caused by County: In the event there have been delays not caused by the County that would affect the go-live date or project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and whether to grant all or part of the requested extension.

4.3 Expiration: In the event the scheduled go-live date expires and the Professional has not requested, or if the County has denied, an extension of the go-live date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or the Services have gone live.

SECTION 5. SUPPORT AND MAINTENANCE SERVICES

Professional shall ensure that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Professional may associate with specialists, third-party hosts and/or other professionals ("sub-professionals"), in furtherance of the Services hereunder, without additional cost to the County. Should the Professional desire to utilize sub-professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such sub-professionals' work and may not assign or transfer work under this Agreement to other sub-professionals unless approved in writing by the County. The Professional shall use only sub-professionals that have been approved by an authorized representative of the County.

SECTION 6. RIGHT TO OWNERSHIP

6.1 County Proprietary Rights: County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Professional under this Agreement, including all copyright and other proprietary rights therein, which Professional as well as its employees, agents, sub-professionals, and suppliers may use only in connection with the performance of the Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Professional and its sub-professionals specifically for County (collectively, "developed works") shall be and remain the property of County. Accordingly, neither Professional nor its employees, agents, sub-professionals, or suppliers shall have any proprietary interest in such developed works. The Professional shall not, and shall ensure that its employees, agents, sub-professionals and suppliers do not, utilize, reproduce, distribute, or copyright, the developed works or any portion thereof, without the County's prior written consent except as required for Professional's performance hereunder.

6.2 The provisions and obligations of this section shall survive the expiration or termination of this Agreement or any license granted under this Agreement.

SECTION 7. WARRANTY AND WARRANTY DISCLAIMER

7.1 The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound and industry-standard practices and principles.

7.2 Professional represents and warrants to County that the Services will:

7.2.1 Perform substantially as described in Exhibits A and B.

7.2.2 Be free from defects in design, material, functionality, and workmanship, shall be capable of sustained performance in the operating environment.

7.3 Professional shall timely respond to and remediate technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, Professional shall respond immediately to correct problems so that the Services are not disrupted.

7.4 Professional grants to County a perpetual, non-transferable, nonexclusive license to the Services, including to any software embedded in or provided with the Services, with no geographical limitations.

7.5 The express warranties contained above are in addition to all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade.

SECTION 8. COMPENSATION

8.1 Fees: The County shall pay the Professional compensation as detailed in Exhibit C attached hereto and incorporated herein. In no event shall the total fees payable under the Agreement exceed the fees listed in Exhibit C without the prior written consent of the County.

8.2 Prompt Payment: It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

8.3 Taxes: Professional shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. When purchasing on a direct basis, the County is generally exempt from federal excise taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. The Professional is not exempt from paying sales tax to their suppliers for services or materials to fulfill contractual obligations with the County, nor shall the Professional be authorized to use any of the County's Tax Exemptions in securing such services or materials.

8.4 Adjustments: Adjustment of compensation because of any major changes in the Services that may become necessary or desirable shall be by written amendment to the Agreement and signed by the parties.

8.5 Invoices: Professional may submit invoices for deliverables and milestones only after the deliverables and milestones have been completed and accepted in accordance with Exhibit C. All invoices shall be paid via wire transfer or via check sent to the following address:

xxxxxxxxxxxx
Xxxxxxxxxxxxx
Xxxxxxxxxxxxx

SECTION 9. TERMINATION

9.1 Best Interests of the County: The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

9.2 For Cause: If the County reasonably determines that the performance of the Professional or sub-professional(s)

is not satisfactory; the County shall have the option of:

9.2.1 Terminating the Agreement based on any breach that is not cured within thirty (30) days of County sending notice of the breach to Professional. If Professional fails to cure the default within thirty (30) days, the County may terminate the Agreement immediately by sending to Professional a written notice of termination. In such instance, in addition to all rights and remedies County may have under law due to such breach the County may, among other things: i) be entitled to a refund of any fees for Services not rendered or deliverables or milestones not reached as indicated in Exhibits A or B; and ii) retain all developed works, deliverables, and Services already completed, whether or not accepted by County, in order to complete and/or obtain the Services and in furtherance of the requirements and intent of Exhibits A and B. In such case, the Professional will be liable to the County for all reasonable costs incurred by the County for completing and/or obtaining the Services in the requirements and intent of Exhibits A and B.

9.2.2 Immediately suspending, canceling, or terminating the Agreement without penalty in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

9.2.3 Immediately terminating or canceling this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or if an assignment of Professional is made for the benefit of Professional's creditors.

9.3 Convenience: This Agreement may also be terminated for convenience. If the County requires termination of the Agreement for reasons other than those shown above in this section, the County shall notify the Professional of such termination, which shall take effect no less than ninety (90) days after the date of such written notice, and which shall specify the state of Services, deliverables, or milestones, as applicable, at which time the Agreement is to be terminated. The Professional shall be entitled to receive payment for all Services completed and accepted hereunder through the date of termination, in addition to an allowance for satisfactory work in progress but not yet completed.

9.4 Transition and Transfer: As a critical objective of the parties and a material obligation of Professional under this Agreement, upon the expiration or termination of this Agreement, Professional shall make good faith efforts to facilitate the smooth, efficient, and secure transition of County's data and developed works to another professional (or to County, as applicable) without any unnecessary interruption or adverse impact on County operations ("disentanglement"). Professional shall not interfere with, and shall facilitate, County's access to all completed Services, whether or not accepted, until the County confirms to Professional in writing the successful transition of data and developed works to County or a new professional.

9.5 Maintenance or Destruction of Records: Upon termination or expiration of this Agreement, any of the County's data and developed works, reports, and any other documents ("records") prepared by Professional and associated with this Agreement, whether finished or unfinished, shall become the property of the County. Professional shall not destroy, overwrite, erase or otherwise prevent access by County to such records until ten (10) business days after County delivers to Professional written notice confirming that Professional has successfully delivered to County a complete, reliable and usable electronic copy of its records and County has successfully transitioned and transferred its data to a new professional that provides similar if not identical services. No less than ten (10) business days, but no more than thirty (30) days, after County delivers said notice, Professional shall permanently destroy the data in its systems, including but not limited to its or sub-professionals' or third-party host's servers, backup tapes and drives, etc.. Within five (5) business days of such destruction, Professional shall deliver to County a sworn destruction certificate confirming destruction. Until Professional receives the County's written notice heretofore described, however, the Professional shall maintain the records and shall not permit their destruction for a period not to exceed five (5) years from the effective date of termination or expiration, whichever is earlier.

SECTION 10. HEADINGS AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 11. REQUIRED INSURANCE

The Professional shall procure and maintain all forms of insurance required by Exhibit B. Failure to procure and maintain such insurance for the duration of this Agreement and all renewals hereto shall justify termination for cause pursuant to section 9 hereinabove.

SECTION 12. CONFLICTS

The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. Should Professional breach or violate of this section the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. PUBLICITY

Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or records or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section 6 hereof, such data or information is the property of the County.

SECTION 14. STANDARDS OF CONDUCT ANDCONFLICT OF INTEREST

The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in § 112.313, Florida Statutes (current edition), when performing under this Agreement, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter in furtherance of this Agreement.

SECTION 15. INDEMNIFICATION

15.1 Indemnification: To the fullest extent permitted by Florida law, the Professional covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Professional or its employees, agents or sub-professionals during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that Professional and its assignees will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. The provisions and obligations of this section shall survive the expiration or termination of this Agreement.

15.2 Limitation of Liability: In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however,

the foregoing limitation does not apply to the indemnification obligations described in section 15.1 hereinabove.

15.3 No Waiver: The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes (current edition). Nothing contained in this Agreement or its exhibits will be deemed a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this Agreement or its exhibits will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

SECTION 16. NOTICES

All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address shown below, and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 17. RIGHT TO AUDIT

Professional shall keep adequate records and supporting documents applicable to this Agreement for a minimum of five (5) years from the date of final payment on this Agreement. The County and its authorized agents shall have the right to audit, inspect and copy or reproduce such records and supporting documents as often as the County deems necessary; said audits shall occur during normal business hours, during the period of this Agreement and for five (5) years after expiration or termination (whichever is earlier) of this Agreement. During the period of time defined by the preceding sentence, the County has the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the Professional concerning the aforesaid records and documentation. Pursuant to § 119.0701, Florida Statutes (current edition), Professional shall comply with the Florida public records' laws outlined in Exhibit B.

SECTION 18. COMPLIANCE WITH STATE AND FEDERAL LAW

The Professional shall comply with all federal, state, and local laws and ordinances applicable to the performance of this Agreement or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

SECTION 19. GOVERNING LAW

Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. In any litigation arising from this Agreement, the parties hereby waive the right to a jury trial and shall each bear their own costs and attorney fees at all levels of litigation.

SECTION 20. E-VERIFY

Professional shall comply with and utilize E-Verify as required in Exhibit B. Professional's failure to do so shall justify termination of this Agreement pursuant to section 9 hereinabove.

SECTION 21. FORCE MAJEUR

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or natural disaster, or by labor strike, war, or by a law, order proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance to full extent immediately when such causes are removed. However, if such nonperformance exceeds sixty (60) days, the

party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

SECTION 22. WAIVER OF RULE OF CONSTRUCTION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 23. SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

SECTION 24. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

SECTION 25. COUNTERPARTS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 26. REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by the necessary and appropriate party to execute this Agreement on behalf of such party and does so with full legal authority. Professional represents that it is an entity authorized to transact business in the State of Florida.

SECTION 27. MODIFICATION OF CONTRACT

Before any additions or deletions to the Services described in Exhibits A or Exhibit B, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary changes and shall enter into a supplemental written agreement covering such modifications and the compensation, if any, to be paid therefor. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

SECTION 28. ASSIGNMENT

The Professional may not assign this Agreement to any other business entity or individual without the express written consent of the County. A change of control of Professional or a transfer by Professional for purposes of financing shall not constitute an assignment hereunder.

SECTION 29. EXHIBITS AND ORDER OF PRECEDENCE

If there is a conflict between the terms of this Agreement and the Exhibits, then the conflict shall be resolved in the following order of precedence:

The Agreement
Exhibit "A" Scope of Work
Exhibit "B" RFP 21-R000375/TPR – Digital Experience Platform
Exhibit "C" Fee Schedule

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____ Date:_____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date:_____
Elizabeth Narverud, Chairwoman

(PROFESSIONAL'S COMPANY NAME)

Witness_____
Printed name of witness

By_____

Printed Name and Title _____

_____

Firm's Address for Notices: _____

_____

_____

_____

Exhibit C

FEE SCHEDULE

Fee Schedule Year One

Year One DXP Content Modules STANDARD Licensing Tier	Fees
Google Places Business Listings Annual Subscription Up to 1,000 Google Places delivered annually.	$7,000.00
Automated Events Calendar Annual Subscription 1,500 delivered yearly & 30 Facebook Business Pages for Tracking	$7,000.00
Custom Trip Planner Annual Subscription Trip Planner widget including up to 2,000 Google Places	$3,000.00
Unlimited Itinerary Library Annual Subscription Create and publish unlimited GPS-enabled Itineraries on the destination website. Embed itinerary library and individual itineraries on multiple pages of the website.	$7,000.00
Instagram User-Generated Content & Dashboard Annual Subscription Unlimited user-generated content from Instagram @Accounts and #Hashtags	$4,800.00
Added Values DXP Content Modules	**Fees**
(WAIVED) One-Time DXP Development & Customization Fee for existing DXP modules. Waived $20,000 setup fee for Events, Places, Trip Planner, Itineraries & Instagram UGC.	$0.00
Client Training & Ongoing Support Online Zoom sessions for CMS and DXP dashboard training as needed. Access to ITI Digital's Client Portal and Knowledge Base Tutorials. Submit tickets or contact our client success team for any inquiries.	$0.00
DXP Hosting, Tech Support & Management	$0.00
Business Concierge, Partner Portal & WordPress Managed Hosting	**Fees**
Business Concierge - Community Relations Development & Annual Subscription (One-time Setup Fee of $4,000 and Annual Content Data and Hosting at $6,000)	$10,000.00
Partner Portal - Online Travel Industry Partner Engagement Development & Annual Subscription Added to floridasadventurecoast.com ($7,000 One-time Development Fee and $4,000 Annual Licensing Fee)	$11,000.00
Floridasadventurecoast.com WordPress Hosting & Support Annual Subscription Managed and secure hosting for WordPress destination website, including 10h/monthly of web support.	$14,000.00

YEAR ONE TOTAL **$63,800.00**

Annual Fee Schedule Years 2 & 3

Year One DXP Content Modules STANDARD Licensing Tier	Fees
Google Places Business Listings Annual Subscription Up to 1,000 Google Places delivered annually.	$7,000.00
Automated Events Calendar Annual Subscription 1,500 delivered yearly & 30 Facebook Business Pages for Tracking	$7,000.00
Custom Trip Planner Annual Subscription Trip Planner widget including up to 2,000 Google Places	$3,000.00

Exhibit C

Unlimited Itinerary Library Annual Subscription Create and publish unlimited GPS-enabled Itineraries on the destination website. Embed itinerary library and individual itineraries on multiple pages of the website.	$7,000.00
Instagram User-Generated Content & Dashboard Annual Subscription Unlimited user-generated content from Instagram @Accounts and #Hashtags	$4,800.00
Added Values DXP Content Modules	**Fees**
Client Training & Ongoing Support Online Zoom sessions for CMS and DXP dashboard training as needed. Access to ITI Digital's Client Portal and Knowledge Base Tutorials. Submit tickets or contact our client success team for any inquiries.	$0.00
DXP Hosting, Tech Support & Management	$0.00
Business Concierge, Partner Portal & WordPress Managed Hosting	**Fees**
Business Concierge - Community Relations Development & Annual Subscription (Annual Content Data and Hosting at $6,000)	$6,000.00
Partner Portal - Online Travel Industry Partner Engagement Development & Annual Subscription Added to floridasadventurecoast.com ($4,000 Annual Licensing Fee)	$4,000.00
Floridasadventurecoast.com WordPress Hosting & Support Annual Subscription Managed and secure hosting for WordPress destination website, including 10h/monthly of web support.	$14,000.00

ANNUAL TOTAL YEARS 2 & 3 52,800.00

Services to be billed on a Quarterly Basis.

DEPARTMENT OF PURCHASING AND CONTRACTS
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

AMENDMENT NO. ONE (1)

TO
CONTRACT NO. 23-RFP00375/TPR
FOR
DIGITAL EXPERIENCE PLATFORM

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 23-RFP00375/TPR – DIGITAL EXPERIENCE PLATFORM with ITI Digital, LLC**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. **SECTION 2. TERM AND PERFORMANCE is hereby amended as follows (shown in blue font):**

2.3.1 Renewal Option(s) Compensation Adjustment: A written request for renewal year(s) fee or compensation adjustments may be made no less than thirty (30) days prior to each renewal period effective date. The written request for increased compensation or fee must be accompanied by written justification attesting that the request is a bona fide cost increase to the Vendor/Contractor.

The base period for an adjustment request effective the first renewal period shall be the beginning of the third year of the initial three-year contract term. The base period for an adjustment request effective the second renewal period shall be the beginning of the first renewal period.

All requests for price adjustments shall be supported by Consumer Price Index and/or Producer Price Index documentation. In the event the United States Department of Labor has not yet released data for the base period, then the most available data preceding the base period may be used. The maximum allowable annual compensation or fee increase shall not exceed four percent (4%). The County may, after examination, grant or decline any request for escalation or de-escalation with or without cause or request additional documentation justifying any requested increase. Any price adjustments approved by the County shall be applied by written amendment to this Agreement.

2. **Exhibit A – Scope of Work is hereby amended as follows:**

10. Additional Services – Upon Request:

Contractor may provide the following Additional Services to be performed on as-needed basis and as approved by Hernando County:

A. **Additional DXP Modules -** Create or incorporate additional DXP module(s) and provide requisite set-up, hosting, management and licensing.
B. **Future Projects** - Perform new projects that arise such as website refresh, addition of new pages, navigation; provide requisite hosting, management, and licensing; and preparation of new content to include content importing, formatting, editing, and publishing. New projects may be required to respond to market trends, content development strategies, or to keep up with evolving technology.
C. **Collaboration -** Collaborate in a positive and professional manner with County vendors.

11. Yearly Annual Support and Licensing for Add-On Services to existing Module:

Places & Events PLUS Feature

SCOPE OF WORK

Our groundbreaking technology connects Events and Places, transforming the way users interact with your brand. This means that users visiting the Events page can effortlessly explore nearby hotels , shops and restaurants within a fifteen-mile radius. Similarly, when users browse through Places (business listings), they can easily discover "nearby events" associated with a specific location.ITI Digital will setup the upgraded feature accordingly:

- Enable Nearby Places on your Events Calendar widget
- Enable Nearby Events on your Places widget

Key user features:

- See nearby places in 2 mile radius
- See nearby events in 2 mile radius as default
- Update miles range to expand list of events or places
- Filter nearby events by date - by default they are organized chronologically

Filter by Location Feature

SCOPE OF WORK

Automatically categories events and places per City based on their address, displaying a new dropdown function to users on the website. Embed location-specific content on the destination website as new category widgets.

Key user features:

- Create custom Location categories such as "Downtown" or " Hernando Beaches"
- Determine the cities that each location category feeds from to populate content accordingly
- System automatically distributes the places and events content based on address field
- Filter by Location appear in every Places and Events widget embedded on the website accordingly
- Available embed widget codes per Location, as needed

DXP Software Maintenance & Support

Digital Experience Platform (DXP) Hosting, Tech Support & Management.

- Apply software feature upgrades as they become available
- SaaS deployment and day-to-day maintenance of the application, which includes:
  - testing and installing patches
  - managing upgrades
  - monitoring performance, ensuring high availability
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
- Monitor and manage all third-party systems and API statuses. As an approved application Developer through verified API access, we ensure you have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, our team will proactively update as soon as possible).
- Training. Ongoing DXP Dashboard training as requested and as needed.

SCOPE OF WORK - Continued

Software Maintenance Overview

- Software engineering is the modification of a software product after delivery to correct faults to improve performance or other attributes.
- A common perception of maintenance is that it merely involves fixing defects. However, over 80% of maintenance effort is used for non-corrective actions. This perception is perpetuated by users submitting problem reports that are functionality enhancements to the system. There are several reasons why modifications are required. The following is a listing of a few that our software engineers manage:
- Market conditions.
- Algorithm and API changes
- Client requirements
- Host modifications - If any of the hardware and/or platform (such as the operating system) of the target host changes, software changes are needed to keep adaptability.

Types of Maintenance

The software lifetime or type of maintenance may vary based on its nature. It may be a routine maintenance task or it may be a large event based on maintenance nature. The following are some types of maintenance based on their characteristics:

- Corrective Maintenance - Includes modifications and updates done to correct or fix problems, which are either discovered by users or concluded from user error reports.
- Adaptive Maintenance - Includes modifications and updates applied to keep the software product up-to-date and tuned to the ever-changing world of technology and business environment.
- Perfective Maintenance - Includes modifications and updates done in order to keep the software usable over a long period of time. It includes new features, new user requirements for refining the software and improve its reliability and performance.
- Preventive Maintenance - Includes modifications and updates to prevent future problems of the software. It aims to manage problems which are not significant at this moment but may cause serious issues in the future.

The afore mentioned maintenance activities go together with each of the following phases:

- Identification & Tracing - Involves activities pertaining to the identification of requirement of modification or maintenance.
- Analysis – Involves analyzing the modification for its impact on the system including safety and security implications. If the probable impact is severe, we will attempt to find an alternative solution. A set of required modifications is then materialized into requirement specifications. The cost of modification/maintenance is analyzed and estimation is concluded.
- Design - New modules, which need to be replaced or modified, are designed against requirement specifications set in the previous stage. Test cases are created for validation and verification.
- Implementation - The new modules are coded with the help of a structured design created in the design step. Every programmer is expected to do unit testing in parallel.
- System Testing - Integration testing is done among newly created modules. Integration testing is also carried out between new modules and the system. Finally, the system is regularly tested following regressive testing procedures.

SCOPE OF WORK - Continued

Ongoing Customer Support. With access to our Client Portal, you can submit your requests for assistance and follow up on the status of your ticket. The system allows the project manager to monitor the progress of a ticket and communicate with you and our development team.
Our standard communication process:

- We recognize and respond to the ticket within the business day that it is submitted.
- If possible, we correct within two working days or reach out to your team for further directions/clarification needed to solve the problem
- Bugs and technical issues that may need to be escalated will be submitted to our development team and provided a detailed estimated delivery date.
- At all times we will keep the client informed and of the timelines.

Investment	Annual Licensing
Access to two Premium Events and Places Marketing Features: • Marketing: Connecting Events and Places (PEP) • Filter by Location Add-On to Places/Events SaaS content widgets	$8,000

AI TravelBuddy - SaaS

The ITI Digital **AI TravelBuddy** is designed to enhance the DMO audience's travel experience with a personalized, AI-driven assistant. This intelligent companion provides real-time information, seamless itinerary management, personalized recommendations, and engaging interaction throughout the travel decision journey. This proposal details the key deliverables, timelines, and responsibilities of both ITI Digital and the Destination Marketing Organization.

Why use the AI TravelBuddy on your website?

- Provide travelers with personalized recommendations and real-time updates, available 24/7.
- Boost user engagement and satisfaction through an intuitive chatbot design and interactive features.
- Offer potential travelers a seamless AI-driven travel assistant that integrates with ITI Digital's existing DXP modules and database of approved Business Listings - Google Places.

What We Do

We deliver turnkey AI TravelBuddy interface for integration on the destination website, powered by OpenAI/ChatGPT learning model and functionalities. Understandably AI is an evolving technology and may take time learning the best responses for each destination scenario. Be aware that Open AI/ChatGPT may make mistakes and the user is encouraged to verify important information.

Key Features Visitors LOVE!

- User-friendly travel assistant powered by OpenAI/Chat GPT interface for both web and mobile platforms.
- Login with Google, Facebook or email to save conversations across browsers. Or chat anonymously if preferred.
- Questions & Answers Interface. Pre-made questions to suggest readers where to get started with the AI TravelBuddy or open field for custom questions.
- Responses may include:
  - Images
  - Links to more information redirecting back to Destination website (if available)
  - Interactive Mapping
  - Conversation Prompts such as "Learn More" to encourage continued interaction
- Multi-language support - chat in any other language and the AI TravelBuddy responds accordingly.

Content Management - Features our Clients LOVE!

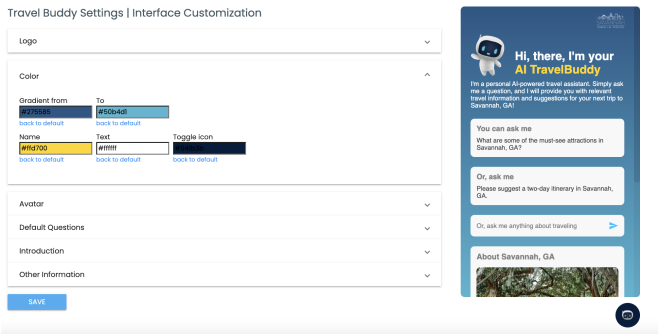
From the DXP edit and manage the AI TravelBuddy interface customization and Knowledge Bank.

- Customize the **AI TravelBuddy interface** according to Brand Specifications, including:
  - Brand logo
  - AI TravelBuddy avatar icon
  - Brand colors
  - Intro paragraph
  - Two default intro pre-made questions
  - Brand Privacy Policy URL
- **Knowledge Bank:**
  - Add unlimited URLs or files to keep building your brand knowledge and resources that the AI TravelBuddy can search responses from.
  - Automatically, the approved list of Business Listings (Places) and approved Events (for those that subscribe) is included in the AI TravelBuddy knowledge bank.

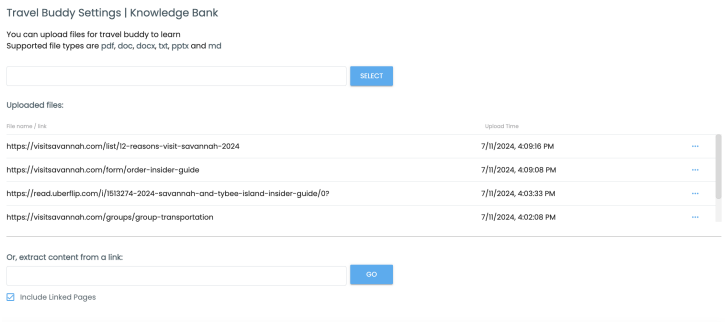
AI TravelBuddy - SaaS

SCOPE OF WORK

Interface Customization



Knowledge Bank



DXP Development & Customization

- Setup OpenAI API security key and account
- Apply default settings for customer-specific OpenAI project e.g. determining the database of Places & Events to source data from.
- Apply branding customizations to the customer parameters.
- Quality-Assurance & Testing - verify the AI TravelBuddy is properly working and displaying in key browser versions, utilizing a live preview link. Provide the preview link to customer prior to launching on Destination website.
- Onboarding and Training
- Technical Support as needed available through our Customer Portal and key support team members.

Delivering the Frontend Widget

Provide your webmaster with the DIV JS <script> widget embed code and integration directions or immediately publish into your existing modules. Widget code is available in case the organization wishes to publish the AI TravelBuddy to the website homepage. DIV widgets are responsive to mobile screens, tested on PC and mobile upon client launch. ITI Digital development team will assist with any questions during the code implementation and recommendations for best display.

The ITI AI TravelBuddy is designed to deliver a seamless, real-time experience for visitors exploring your destination. Using ChatGPT as its core AI engine, TravelBuddy offers two flexible response options tailored to meet varying content needs and enhance user engagement:

1. **Comprehensive Chat Integration**: This option utilizes both the internet and your website's knowledge base, creating an interactive experience that combines the latest, real-time information about your destination with curated, localized content. This solution allows TravelBuddy to respond accurately to user questions, pulling from trusted online sources and your own website, ensuring visitors receive a well-rounded, enriched experience that stays current.
2. **Knowledge Base–Only Chat**: With this option, TravelBuddy provides answers exclusively from your website's knowledge base, offering a focused, brand-consistent experience. By limiting responses to content you control, this setup allows for a streamlined visitor experience that highlights your specific offerings and information.

Whether you prefer a broad-based approach that includes online data or a more controlled, site-specific strategy, ITI AI TravelBuddy ensures that your visitors will always have easy access to relevant, accurate information that enhances their journey through your destination.

DXP Software Maintenance & Support

Digital Experience Platform (DXP) Hosting, Tech Support & Management.

- Apply software feature upgrades as they become available
- SaaS deployment and day-to-day maintenance of the application, which includes:
    - testing and installing patches
    - managing upgrades
    - monitoring performance, ensuring high availability
    - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
- Monitor and manage all third-party systems and API statuses. As an approved application Developer through verified API access, we ensure you have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, our team will proactively update as soon as possible).
- Training. Ongoing DXP Dashboard training as requested and as needed.

Software Maintenance Overview

- Software engineering is the modification of a software product after delivery to correct faults to improve performance or other attributes.
- A common perception of maintenance is that it merely involves fixing defects. However, over 80% of maintenance effort is used for non-corrective actions. This perception is perpetuated by users submitting problem reports that are functionality enhancements to the system.

There are several reasons why modifications are required. The following is a listing of a few that our software engineers manage:

- Market conditions.
- Algorithm and API changes
- Client requirements
- Host modifications - If any of the hardware and/or platform (such as the operating system) of the target host changes, software changes are needed to keep adaptability.

Types of Maintenance

The software lifetime or type of maintenance may vary based on its nature. It may be a routine maintenance task or it may be a large event based on maintenance nature. The following are some types of maintenance based on their characteristics:

- Corrective Maintenance - Includes modifications and updates done to correct or fix problems, which are either discovered by users or concluded from user error reports.
- Adaptive Maintenance - Includes modifications and updates applied to keep the software product up-to-date and tuned to the ever-changing world of technology and business environment.
- Perfective Maintenance - Includes modifications and updates done in order to keep the software usable over a long period of time. It includes new features, new user requirements for refining the software and improve its reliability and performance.
- Preventive Maintenance - Includes modifications and updates to prevent future problems of the software. It aims to manage problems which are not significant at this moment but may cause serious issues in the future.

ITI Digital, Inc. Mailing Address: 1606 Reynolds St. Brunswick, GA 31520 Contact: (912) 250-2689 or iti-digital.com

DXP Software Maintenance & Support - Continued

These activities go together with each of the following phases:

- Identification & Tracing - Involves activities pertaining to the identification of requirement of modification or maintenance.
- Analysis – Involves analyzing the modification for its impact on the system including safety and security implications. If the probable impact is severe, we will attempt to find an alternative solution. A set of required modifications is then materialized into requirement specifications. The cost of modification/maintenance is analyzed and estimation is concluded.
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- At all times we will keep the client informed and of the timelines.

AI TravelBuddy Fees

ITI Digital DXP - SaaS Modules	Annual Fees
AI TravelBuddy SaaS Module (Annual Licensing) - Tier 1 Comprehensive Chat Integration. Internet and Destination content and resources	$8,000.00
(One-Time Fee) Setup: Development & Onboarding Account setup & customization, incl	$4,000.00

The published rates are valid through January 2026, for rates beyond this date, kindly contact ITI Digital for verification.

13. Advanced SEO Services

Contractor will provide Advanced Search Engine Optimization Services to optimize performance of the website, including:

1. Audit and correct technical issues including Site crawling to assess indexing status and other technical errors. Organize and correct items in the following categories: Critical (high SEO impact), Warnings (moderate SEO impact) and Recommendations (low SEO impact).
2. Create redirects and SEO-Friendly URLs including identify and setup 301 redirects as needed, as well as update URL structure to be SEO friendly if and when flagged by Google indexing.
3. Keyword research and analysis including monthly list of top SEO keywords that may be incorporated into content development and marketing strategies.
4. Every fourteen (14) day site crawl indexing status for continuous assessment.
5. Optimization of Robots.txt
6. Custom 404 page setup, if applicable
7. Identify and correct Crawl errors
8. Spell-check scan and recommendations
9. Broken link scan and correction
10. Content audit and consultation
11. Google Analytics and Google Tag Manager setup-related tasks, if required

Quarterly:

1. Meta Tag creation and implementation (up to ten (10) pages per quarter)
2. Backlink analysis and reporting
3. Duplicate content analysis and canonical tag implementation
4. Website reporting and strategic call to review status and recommendations.

3. Exhibit C – Fee Schedule is hereby amended as follows to :

Annual Fee Schedule Years 2 & 3

Line Item	Service Type and Rates for Additional Services – Upon Request (Exhibit A.10)		
1	Additional DXP module(s)	**Initial Year** Set-Up Fee for **each** new SaaS Module or Add-On services to existing Module. $4,000.00 for **each** module, first year only	**Each Year (initial and consecutive)** Annual Support and Licensing Fee for **each** new SaaS Module (Annual Support and Licensing Fee already included for existing Module(s) and does not apply when Adding-On services to existing Modules.) Up to $9,000.00 Not-to-Exceed for **each** new DXP module per year
2	Future Projects	$150.00 per hour	

	Contract Year	Years Two and Three ~~One~~ DXP Content Modules STANDARD Licensing Tier	Fees
3	Years 2 and 3	**Yearly Annual Support and Licensing for Add-On Services to existing Module:** Connecting Events and Place and Filter and Events and Places ($8,000 each year) (Exhibit A.11)	$16,000.00
4	Year 2	**New Travel Buddy Module**: to include AI, Tier 1 Chat Integration, Internet and Destination Content (Exhibit A.12)	$4,000.00
5	Years 2 and 3	**Yearly Annual Support and Licensing for Travel Buddy Module:** to include AI, Tier 1 Chat Integration, Internet and Destination Content ($8,000 each year) (Exhibit A.12)	$16,000.00
6	Years 2 and 3	**Yearly Advanced SEO Services** ($24,000 each year) (Exhibit A.13)	$48,000.00

7	Years 2 and 3	Google Places Business Listings Annual Subscription Up to 1,000 Google Places delivered annually.	$7,000.00/yr.
8	Years 2 and 3	Automated Events Calendar Annual Subscription 1,500 delivered yearly & 30 Facebook Business Pages for Tracking	$7,000.00/yr.
9	Years 2 and 3	Custom Trip Planner Annual Subscription Trip Planner widget including up to 2,000 Google Places	$3,000.00/yr.
10	Years 2 and 3	Unlimited Itinerary Library Annual Subscription Create and publish unlimited GPS-enabled Itineraries on the destination website. Embed itinerary library and individual itineraries on multiple pages of the website.	$7,000.00/yr.
11	Years 2 and 3	Instagram User-Generated Content & Dashboard Annual Subscription Unlimited user-generated content from Instagram @Accounts and #Hashtags	$4,800.00/yr.
		Added Values DXP Content Modules	Fees
12	Years 2 and 3	Client Training & Ongoing Support Online Zoom sessions for CMS and DXP dashboard training as needed. Access to ITI Digital's Client Portal and Knowledge Base Tutorials. Submit tickets or contact our client success team for any inquiries.	$0.00
13	Years 2 and 3	DXP Hosting, Tech Support & Management	$0.00
		Business Concierge, Partner Portal & WordPress Managed Hosting	Fees
14	Years 2 and 3	Business Concierge - Community Relations Development & Annual Subscription (Annual Content Data and Hosting at $6,000)	$6,000.00/yr.
15	Years 2 and 3	Partner Portal - Online Travel Industry Partner Engagement Development & Annual Subscription Added to floridasadventurecoast.com ($4,000 Annual Licensing Fee)	$4,000.00/yr.
16	Years 2 and 3	Floridasadventurecoast.com WordPress Hosting & Support Annual Subscription Managed and secure hosting for WordPress destination website, including 10h/monthly of web support.	$14,000.00/yr.

ANNUAL TOTAL YEAR 2 **$96,800.00**
ANNUAL TOTAL YEAR 3 **$92,800.00**

ANNUAL TOTAL YEARS 2 & 3 **$189,600.00**

4. All other terms and conditions shall remain the same.

ITI DIGITAL, LLC	**BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY**
Franci C. Edgerly	
Name: Franci C. Edgerly	Brian Hawkins
Title: CEO/ Founder	Chairman
Date: September 3, 2025	Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='02811'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1261 TOURIST DEVELOPMENT TAX
DEPARTMENT-02811 TOURIST DEVELOPMENT
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	285,712.00	.00	.00	.00	285,712.00	.00
5101212	SALARY-MARKET ADJUSTMENT	3,583.00	.00	.00	.00	3,583.00	.00
5101400	SALARIES & WAGES-OVERTIM	1,000.00	.00	.00	.00	1,000.00	.00
5102100	FICA TAXES-MATCHING	21,857.00	.00	.00	.00	21,857.00	.00
5102200	RETIREMENT CONTRIBUTIONS	45,795.00	.00	.00	.00	45,795.00	.00
5102300	LIFE & HEALTH INSURANCE	63,243.00	.00	.00	.00	63,243.00	.00
5102400	WORKERS COMP PREMIUMS	286.00	.00	.00	.00	286.00	.00
	TOTAL * PERSONAL SERVICES	421,476.00	.00	.00	.00	421,476.00	.00
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303401	CONTRACTED SERVICES	122,641.00	.00	.00	.00	122,641.00	.00
5303405	CONTR SRV-UNIFORMS	250.00	.00	.00	.00	250.00	.00
5303410	CONTR SRV-JANITORIAL/PES	1,156.00	.00	.00	.00	1,156.00	.00
5303488	CONTR SRV-MARKETING	880,000.00	.00	.00	.00	880,000.00	.00
5304001	TRAVEL & PER DIEM	11,400.00	.00	.00	.00	11,400.00	.00
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	.00	500.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	6,780.00	.00	.00	.00	6,780.00	.00
5304205	POSTAGE AND FREIGHT	5,000.00	.00	.00	.00	5,000.00	.00
5304301	UTILITY SRV-ELEC/WTR/SWR	3,600.00	.00	.00	.00	3,600.00	.00
5304401	RENTAL/LEASE-EQUIPMENT	3,216.00	.00	.00	.00	3,216.00	.00
5304405	RENTAL/LEASE-BUILDINGS	1,092.00	.00	.00	.00	1,092.00	.00
5304501	INSURANCE & BONDS-PREMIU	32,000.00	.00	.00	.00	32,000.00	.00
5304602	REPAIR/MAINT-VEHICLES	1,438.00	.00	.00	.00	1,438.00	.00
5304701	PRINTING & BINDING	20,000.00	.00	.00	.00	20,000.00	.00
5304801	PROMOTIONAL ACTIVITIES	9,500.00	.00	.00	.00	9,500.00	.00
5304802	PROM ACT-SPECIAL PROJECT	20,800.00	.00	.00	.00	20,800.00	.00
5304804	PROM ACT-SPONSORSHIP	60,000.00	.00	.00	.00	60,000.00	.00
5304805	PROMO-WEBSITE&RELATED EX	125,660.00	.00	.00	.00	125,660.00	.00
5304813	PROMO-EMAIL ADVRTSG/MRKT	4,000.00	.00	.00	.00	4,000.00	.00
5304815	PROMO-FAM TOURS EXP	2,499.00	.00	.00	.00	2,499.00	.00
5304816	PROMO-URL DOMAIN RENEW	1,200.00	.00	.00	.00	1,200.00	.00
5304817	PROMO-TRADESHOW	6,014.00	.00	.00	.00	6,014.00	.00
5304901	ADVERTISING-LEGAL	80.00	.00	.00	.00	80.00	.00
5304922	FEES/COSTS-OTHER	300.00	.00	.00	.00	300.00	.00
5304933	FEES/COSTS-CST ALLO PLN	152,303.00	.00	.00	.00	152,303.00	.00
5304945	FEES/COSTS-CLERK	75,106.00	.00	.00	.00	75,106.00	.00
5304953	FEES/COSTS-FLT GPS TRCKN	420.00	.00	.00	.00	420.00	.00
5304956	FEES/COSTS-FLT FCLTY AL	88.00	.00	.00	.00	88.00	.00
5304957	FEES/COSTS-FLEET/ADMIN	888.00	.00	.00	.00	888.00	.00
5304959	FEES/COSTS-BANK CHARGES	1,000.00	.00	.00	.00	1,000.00	.00
5305101	OFFICE SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
5305201	OPERATING SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
5305202	GAS, OIL & LUBRICANTS	3,500.00	.00	.00	.00	3,500.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	2,940.00	.00	.00	.00	2,940.00	.00
5305264	UNCAPITALIZED EQUIPMENT	500.00	.00	.00	.00	500.00	.00
5305274	UNCAP EQUIP-TECH	3,360.00	.00	.00	.00	3,360.00	.00

SELECTION CRITERIA: expledgr.key_orgn='02811'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1261 TOURIST DEVELOPMENT TAX
DEPARTMENT-02811 TOURIST DEVELOPMENT
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5305401	BOOKS/PUBLICATIONS/SUBSC	12,636.00	.00	.00	.00	12,636.00	.00
5305402	DUES AND MEMBERSHIPS	19,710.00	.00	.00	.00	19,710.00	.00
5305506	EDUC-TRAINING & TUITION	9,900.00	.00	.00	.00	9,900.00	.00
	TOTAL * OPERATING EXPENSES	1,605,477.00	.00	.00	.00	1,605,477.00	.00
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909910	BUDGET RES FOR CONTINGNC	3,184,033.00	.00	.00	.00	3,184,033.00	.00
	TOTAL * NON-OPERATING EXPENSE	3,184,033.00	.00	.00	.00	3,184,033.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	70,000.00	.00	.00	.00	70,000.00	.00
5951210	TRNSF-HLTH SELF INS(5121	6,720.00	.00	.00	.00	6,720.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	76,720.00	.00	.00	.00	76,720.00	.00
	TOTAL TOURIST DEVELOPMENT	5,287,706.00	.00	.00	.00	5,287,706.00	.00
	TOTAL TOURIST DEVELOPMENT TAX	5,287,706.00	.00	.00	.00	5,287,706.00	.00
TOTAL REPORT		5,287,706.00	.00	.00	.00	5,287,706.00	.00

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Procurement Department
Prepared By: Carla Rossiter-Smith
Initiator: Carla Rossiter-Smith
DOC ID: 16344
Legal Request Number: 20-582
Bid/Contract Number:

TITLE

Amendment No. 4 to Contract With RATP Dev USA, Inc., for Transit Operator Services for TheBus (Contract No. 21-RG0010/PH; Amount: $431,447.04)

BRIEF OVERVIEW

On March 23, 2021, the Board approved award of Contract No. 21-RG0010/PH to RATP Dev USA, Inc., for Transit Operator Services for TheBus and a total estimated annual spend of $1,758,468.00. On December 12, 2023, the Board approved Amendment No. 1 to the Contract for an estimated annual spend increase, in the amount of $240,538.62. On August 16, 2024, the Chief Procurement Officer approved Amendment No. 2 to the Contract to add non-emergency and emergency non-regular services to the contract scope. On April 22, 2025, the BOCC approved Amendment No. 3 to add New Fixed Public Transit Routes with Americans with Disabilities Act (ADA) services and a one-time startup fee for the four (4) new fixed routes ($150,000.00 in non-recurring start-up fees; $874,569.00 estimated for recurring service fixed route fees). New routes included the Mermaid Route, the Brooksville Connector, the Route 50/Ridge Manor, and the U.S. Hwy 41/County Line Road approved by the Board on December 3, 2024, as part of the Transit Development Plan. Amendment No. 3 increased the approved annual spend to an estimated $3,011,803.00.

Amendment No. 4 is requesting an additional $35,953.92/month to add ADA Service for the (4) new routes (Mermaid Route, the Brooksville Connector, Route50/Ridge Manor, & U.S. Hwy. 41/County Line Rd.).

Except for items noted in the requested Amendment, all other terms and conditions shall remain the same.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

The annual spend amount of $3,443,250.04 is available in the following:

Fund: 0011 - General Fund, **Department: 34000** - Mass Transit-FTA Sec 5307, **Account: 5303445** - Contr Srv-Transit in the amount of **$2,611,608.00**.

and

Fund: 0011 - General Fund, **Department: 34002** - Mass Transit-FTA Sec 5307, **Account: 5303445** - Contr Srv-Transit in the amount of **$1,098,518.00**.

LEGAL NOTE

The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the

Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached Amendment No. 4 to Contract No. 21-RG0010/PH increasing the estimated annual spend by $431,447.04 from $3,011,803.00 to $3,443,250.04.

It is further recommended the BOCC authorize the Chief Procurement Officer to approved change orders up to budgeted amounts.

REVIEW PROCESS

Darlene Lollie	Approved	09/29/2025 12:56 PM
Scott Herring	Delegated	09/29/2025 12:56 PM
Todd Crosby	Approved	10/02/2025 8:03 AM
Lillian Hoyt	Approved	10/02/2025 3:32 PM
Todd Crosby	Approved	10/02/2025 4:21 PM
Erin Dohren	Approved	10/08/2025 2:20 PM
Albert Bertram	Approved	10/08/2025 2:46 PM
Erin Briggs	Approved	10/09/2025 3:29 PM
Carla Rossiter-Smith	Approved	10/10/2025 4:44 PM
Pamela Hare	Approved	10/14/2025 9:51 AM
Melissa Tartaglia	Approved	10/14/2025 1:09 PM
Heidi Prouse	Approved	10/14/2025 2:54 PM
Toni Brady	Approved	10/14/2025 3:58 PM
Jeffrey Rogers	Approved	10/19/2025 8:56 PM
Colleen Conko	Approved	10/20/2025 9:59 AM

TRANSIT OPERATOR SERVICES AGREEMENT
CONTRACT NO. 21-RG0010/PH
for the Management and Operations of a Public Transportation System in Hernando County, Florida

This **AGREEMENT,** made and entered into this 23rd day of March, 2021, by and between **Hernando County Board of County Commissioners,** a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and **RATP Dev USA, Inc.**, a "STATE" corporation **licensed to conduct business in the State of Florida,** hereinafter referred to as the "OPERATOR."

WITNESSETH

WHEREAS, the COUNTY wants to provide for the continued operation of a mass transit system, and

WHEREAS, the COUNTY solicited for Requests for Proposals under RFP No. 21-RG0010/PH for "The Management and Operations of a Public Transportation System in Hernando County, Florida," and

WHEREAS, RATP Dev USA, Inc., was selected as the firm by the COUNTY to operate the mass transit system, and is willing to provide transit management services for the operation of Hernando County's mass transit system, and

WHEREAS, the COUNTY and OPERATOR desire to enter into this AGREEMENT for the continued operation and management of the mass transit system in Hernando County;

NOW, THEREFORE, in consideration of the mutual covenants, responsibilities, and representations specified herein, the parties agree as follows:

SECTION 1 - AGREEMENT

The recitals set forth above are incorporated into this AGREEMENT as if repeated herein. The OPERATOR agrees to provide transit services consistent with all of the conditions contained in this AGREEMENT.

This AGREEMENT shall be governed by the laws of the State of Florida. Venue shall only be in Hernando County, Florida or in the event of federal jurisdiction, in the United States District Court for the Middle District of Florida, Tampa Division. This instrument contains the entire agreement of the parties and may not be changed except by written amendment executed by the parties hereto. This AGREEMENT shall not be assignable.

This AGREEMENT supersedes any prior understanding, written agreements, or oral agreements between the parties unless noted herein.

SECTION 2 - SCOPE OF SERVICES

It is the intention of the parties in the execution of this AGREEMENT that the OPERATOR shall provide comprehensive management services necessary for the effective and efficient day-to-day operation of the mass transit system in accordance with all COUNTY adopted plans. All applicable rules and regulations contained herein, but not limited to, should be followed regarding all activities.

The OPERATOR's responsibilities include but are not limited to the following activities, those activities outlined in the Request for Proposals (RFP) 21-RG0010/PH, and the OPERATOR's proposal to RFP 21-RG0010/PH:

A. Operational/Administrative Activities:

1) Day-to-day operation of the fixed-route and ADA services including the certification of eligible ADA riders in Hernando County.

2) Operation of the transit system vehicles pursuant to routes, dates, and times established and approved by the COUNTY.

3) Operation of required transit vehicles during special events as requested by the COUNTY.

4) Compliance with the State of Florida's commercial motor vehicle driver regulations.

5) Administer all mandated drug and alcohol (substance abuse) programs required of the OPERATOR consistent with all federal, state, and local regulations.

6) General maintenance of the transit facility, shelters, and equipment in accordance with the *General Procedures for Service, Maintenance, and Repair of Transit Vehicles* or as otherwise prescribed by the COUNTY.

7) Conduct public outreach and marketing efforts to promote the mass transit system

8) Provide exceptional customer service by making every effort to resolve complaints or considering the public's suggestions for service enhancements.

9) Maintain labor relations with transit employees including but not limited to the hiring, training, and managing of all operational and required system personnel. This consists of establishing policies that meet all applicable local, state, and federal laws and regulations for driving personnel and other positions.

10) Perform financial accounting and recordkeeping in accordance with the local, state and federal regulations and standards including Generally Accepted Accounting Principles. Note: All records are required to be kept for a period of five (5) years from close-out and are subject to review anytime by the COUNTY or its designee with reasonable notice.

11) Attend and participate in COUNTY, MPO, and other meetings or committees as required.

12) Provide a qualified full-time General Manager who is responsible for the system and available during operating hours.

13) Follow all local, state, and federal codes, regulations, and laws as they pertain to the operation and management of a public transportation system including compliance by any Sub-Contractors.

14) Coordinate with the COUNTY's entity responsible for transit vehicle repair and maintenance services to ensure efficient scheduling and effective repairs and maintenance activities. Such coordination shall include reviewing all repairs and maintenance works orders to verify accuracy and scope in accordance with industry standards.

B. Reporting Activities

1) Provide a monthly operations report to the COUNTY with minimum operational data as prescribed by the COUNTY. This report is to be submitted with the monthly invoice to the COUNTY.

2) Compile and submit both the Monthly Ridership and the Safety & Security reports to meet the reporting requirements of the National Transit Database (NTD).

3) Provide required data necessary for the annual NTD report when requested.

4) If the COUNTY provides pass-thru grant funding to the OPERATOR, then the OPERATOR shall submit to the County an annual audit of the transit system and financial records as prepared by an independent certified public accountant. Such audit shall identify whether the OPERATOR was compliant with applicable laws and regulations for the activities. No acceptance or remittance of any payments shall be construed as a release or an accord and satisfaction of any claim the COUNTY may have in connection with this Agreement or the performance of any other obligations hereunder. Such audit shall comply with the requirements of the Single Audit Act, Circular A-87.

5) All accidents, incidents and occurrences related to the operation of the service are to be immediately reported to the COUNTY.

6) Coordinate with the COUNTY to provide the necessary documentation and information to fulfill requirements pursuant to a State or Federal Triennial Review or other such review or audit.

7) Report drug and alcohol (substance abuse) testing reports to the required agencies.

C. Planning Activities

1) Coordination with the COUNTY in the administration and compliance of all applicable grants and planning processes.

2) Analyze and review routes and schedules and provide recommendations to the COUNTY as needed. Supportive documentation should be provided to supplement any suggestions.

3) Evaluation and implementation of COUNTY approved fare strategies.

4) Assist the COUNTY and MPO with updates and implementation of the Transit Development Plan (TDP), Transportation Disadvantaged Service Plan (TDSP), or other planning documents when requested by the COUNTY or MPO.

5) Maintain a Safety Management System and coordinate with the COUNTY on safety procedures and activities.

6) Identify and propose any capital acquisitions necessary for system operations to enhance efficiency as needed. All procurement will be made pursuant to the COUNTY's purchasing policies and guidelines.

SECTION 3 - LEASE OF TRANSIT VEHICLES AND THE USE OF TRANSIT RELATED EQUIPMENT

Transit vehicles and ancillary transit support equipment are acquired and provided by the COUNTY for the duration of this AGREEMENT.

1. Lease Fee – The annual fee for the lease of transit vehicles with ancillary equipment specified in this agreement will be $10.00 per year for the term of this Agreement.

2. Ownership - The vehicles and equipment are and shall at all times be and remain, the sole and exclusive property of the COUNTY; and the OPERATOR shall have no right, title, or interest therein or thereto except as expressly set forth in the AGREEMENT. The OPERATOR shall not lease any of the vehicles or equipment without prior written approval by the COUNTY. The OPERATOR shall also maintain a record of the inventory.

3. Operations, Use, and Storage - The OPERATOR shall use the vehicles and equipment for the sole purpose of operating the mass transit system in accordance with the Scope of Services contained herein. Any other use without the express written approval of the COUNTY shall be grounds for default and immediate return of the equipment.

   The OPERATOR shall use the vehicles and equipment in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances, and regulations relating to the possession, use, and/or maintenance of the equipment. The OPERATOR shall maintain satisfactory continuing control of the equipment and have procedures for its use and care.

   The OPERATOR will store the vehicles and equipment in a secure location when not in use.

4. The COUNTY and/or FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and compliance with this Agreement.

5. Insurance - The OPERATOR shall procure and continuously maintain and pay for insurance against the loss of and damage to the Transit Vehicles for nothing less than the actual cash value of the Transit Vehicles, naming the OPERATOR as the loss payee, and; combined public liability and property damage insurance with limits as approved by the COUNTY, naming the COUNTY as additionally named insured and a loss payee. In case of failure of the OPERATOR to procure or maintain said insurance or to pay fees, assessments, and charges all as specified in this AGREEMENT, the COUNTY shall have the right, but shall not be obligated to affect such insurance, or pay said fees, assignments, and charges as the case may be.

6. Liens, Fees, and Encumbrances - The OPERATOR shall keep the equipment free and clear of all levies, liens, and encumbrances. The OPERATOR shall report, pay, and discharge when due all licenses, registration fees, and assessments that are imposed by any federal, state, or local government or any agency/department thereof, upon the equipment or purchase, use, operation or of the equipment or otherwise in any many with respect thereto and whether or not the same shall be assessed against.

SECTION 4 - APPLICABLE LAWS AND REGULATIONS

The OPERATOR and any approved Sub-Contractors must comply with all applicable federal, state and local laws, ordinances rules and regulations relevant to operating a mass transit system and operating a business in the State of Florida. The OPERATOR also acknowledges and agrees that it will comply with the terms and conditions for all grant awards applicable to the transit system.

The OPERATOR and all Sub-Contractors will be required to comply with all terms and conditions prescribed for third party Contracts. The OPERATOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA, state, or local terms and conditions. The requirements of this AGREEMENT are predicated on the OPERATOR and any approved Sub-Contractors as described in Federal Transit Administration (FTA) regulations, Florida Department of Transportation (FDOT) regulations, and Hernando County policies. This includes but is not limited to the following or newer rules, requirements, and clauses; Common Grant Rules, SAFETEA-LU, Title VI, ADA Access, Equal Employment Opportunity, Americans with Disabilities Act, Disadvantaged Business Enterprise, Clean Air Act, Clean Water, Lobbying, Drug Free Workplace, Environmental Justice, Nondiscrimination, Limited English Proficiency, Transit Employee Protective Arrangements, Drug Use and Testing, Alcohol Misuse and Testing, Energy Conservation, Charter Bus Restrictions, School Bus Restrictions, as well as other applicable federal, state and local laws, rules, regulations, guidelines and requirements (Refer to FTA Circular C 4220.1F or newer for some of the citations).

This AGREEMENT must comply with all FTA and FDOT requirements including but not limited to: 49 USC Chapter 53, and 49 CFR Section 18.36; FTA C 4220.1F; FTA C 5010.1D; FTA C 9030.1D; the FTA Master Agreement; any applicable Florida State Statutes; and all requirements contained herein.

The COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (23 U.S.C. 140 and 112), (49 CFR, Part 21), (42 U.S.C. Sub. Sec. 2000d), FTA C 4702.1A and other applicable federal regulations (23 CFR, Part 633), (23 CFR, Part 635) and orders, Executive Order 11625, (DOT Order 4000.7A), (DOT Order 4600.9A), hereby notifies the OPERATOR that it will require that affirmative efforts be made to ensure participation by minorities in any subcontract entered into pursuant to this AGREEMENT.

The mass transit service shall be operated in compliance with and not limited to: 49 CFR Part 27; 49 CFR Part 37; 49 CFR Part 38; the DOT Disability Law Coordinating Council Guidance on Origin to Destination Service; and FTA C 9040.1F or newer.

The OPERATOR 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 OPERATOR during the term of the AGREEMENT to perform employment duties within Florida; and

2. all persons, including Sub-Contractors, assigned by the OPERATOR to perform work pursuant to the AGREEMENT with the COUNTY.

SECTION 5 - TERM

Subject to the provisions contained herein, this AGREEMENT shall be effective for an initial period of sixty (60) months beginning on April 1, 2021 and ending on March 31, 2026. The AGREEMENT may be renewed for five (5) additional twelve (12) month periods upon mutual agreement of both parties. Any adjustments in price after the initial term shall only be based

upon the Consumer Price Index for all urban customers (CPI-U) in the Tampa Bay-St. Petersburg-Clearwater Area as published by the US Department of Labor Statistics in February. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

SECTION 6 - TERMINATION

This AGREEMENT may be terminated upon written notice to the OPERATOR or COUNTY no less than thirty (30) days before the effective date for the following reasons:

1. Any changes in the COUNTY's federal, state, local, or other funding sources for the mass transit system. The OPERATOR agrees that if any amendments must be made to this AGREEMENT so that the COUNTY continues to qualify for any grant assistance, compliance shall be promptly executed by the OPERATOR.

2. Inability to successfully amend this AGREEMENT to adjust for any applicable changes in local, state, and/or federal rules and regulations.

This AGREEMENT and any subsequent renewals may be terminated without cause upon written notice to the OPERATOR or COUNTY no less than six (6) months before the effective date.

SECTION 7 - DEFAULT

In the event of a default in the performance of this AGREEMENT by either party, other than failure to timely pay the OPERATOR, the other party shall give written notice of the breach. The breaching party shall then have ninety (90) days from the date of the breach to cure said breach. If said breach has not been cured to the satisfaction of the aggrieved party, the other party may terminate this AGREEMENT.

No consent or waiver, express or implied, by either party to this AGREEMENT to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder.

In the event suit is initiated to enforce the terms of this AGREEMENT, each party shall be responsible for their respective fees and costs associated with said suit.

SECTION 8 - DISSOLUTION OF SUBSIDIARY

The OPERATOR has maintained, at its sole cost and expense, a Florida for-profit corporation that has served as employer of all transit employees, excluding the general manager, who is a direct employee of RATP Dev USA Inc. The name of the subsidiary is Hernando County Transit Management, Inc. The OPERATOR intends to terminate Hernando County Transmit Management and transfer all of the responsibilities and obligations of that subsidiary to the parent corporation RATP Dev USA, Inc. This includes transitioning all of the employees and assigning any and all subcontracts from the subsidiary to the parent corporation. This change is intended to streamline the corporate form of RATP Dev USA, Inc. and not to change the service levels the OPERATOR provides to the COUNTY.

Any contractual obligations or liability entered into or assumed by the subsidiary in connection with the operation of the COUNTY's mass transit system, shall be binding upon the OPERATOR for the term of the AGREEMENT. Any contractual obligation or liability entered into or assumed by the subsidiary and specifically approved by the COUNTY, in connection with the operation of the mass transit system, shall be binding upon the OPERATOR for the term of this AGREEMENT as same may be extended, and thereafter the OPERATOR shall have no further obligations

SECTION 9 – COMPENSATION

The COUNTY agrees to pay the OPERATOR a set fee as follows :

FIXED ROUTE

Rate	Calculation	Annual Term Begins
45.68	Per Revenue Hour	April 1, 2021
46.59	Per Revenue Hour	April 1, 2022
47.53	Per Revenue Hour	April 1, 2023
48.48	Per Revenue Hour	April 1, 2024
50.18	Per Revenue Hour	April 1, 2025

ADA SERVICE

Rate	Calculation	Annual Term Begins
36,903.00	Per Month	April 1, 2021
38,748.00	Per Month	April 1, 2022
38,748.00	Per Month	April 1, 2023
38,748.00	Per Month	April 1, 2024
38,748.00	Per Month	April 1, 2025

A revenue service hour is the time when a transit vehicle is available to the general public and there is an expectation of carrying passengers. The passengers either directly pays fares, are subsidized by public policy, or provide payment through some contractual arrangement. Revenue service excludes deadhead, vehicle maintenance testing, school bus service, charter service, etc.

The OPERATOR must submit a monthly invoice to the COUNTY by the 15th of the following month showing the total actual revenue service hours operated during the month for each mode of service. Each invoice shall contain the data necessary for the reporting month and also be cumulative for the year-to-date. A cost breakdown shall be provided monthly and also cumulative for year-to-date for activities required by the COUNTY. . The COUNTY will review the invoice for compliance with contract terms and notify the OPERATOR within seven days of the receipt of the invoice of any deficiencies or discrepancies. The COUNTY shall have the authority to require clarification and documentation or reject any part of the OPERATOR's monthly invoice prior to authorizing release of payment.

Payment shall be made pursuant to the Florida Prompt Payment Act, Chapter 218.70, State of Florida Statutes (Current Edition); that is, within 45 days of the payment due date which is the date they are stamped as having been received by the chief disbursement officer who, for the purposes of this policy, is the supervisor of the Accounts Payable Section of the Finance Department.

SECTION 10 - REVENUE

All revenue derived from any component of the operation of the mass transit system shall be and remain, from the time of the receipt thereof, the absolute property of the COUNTY.

The OPERATOR agrees that they will deposit daily all revenue received from any aspect of the mass transit system in the designated COUNTY account using procedures prescribed by the COUNTY.

The OPERATOR must summarize all revenue accounting in the Monthly Operations Report submitted to the COUNTY.

SECTION 11 - INDEMNIFICATION AND INSURANCE

A. Indemnification: To the extent permitted by law, the OPERATOR shall defend, indemnify and hold harmless the COUNTY from any and all damages, claims and causes of action for damages or injury to any person or property arising out of or in connection with, the negligent performance of negligent acts of the OPERATOR, its Contractors, Sub-Contractors, agents, or employees under the terms of this AGREEMENT.

B. Workers' Compensation Insurance: The OPERATOR, its Contractors, Sub-Contractors, or any agents shall secure and maintain, during the term of the AGREEMENT and subsequent renewals, Workers' Compensation Insurance as required by Florida Law for all employees.

C. Employers' Liability Insurance: Not less than $100,000.00 for each accident, $500,000.00 disease policy limit, and $100,000.00 disease each employee.

D. Commercial General Liability Insurance: including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000, each occurrence, and property damage of not less than $1,000,000, each occurrence. Combined single limit of not less than $2,000,000, each occurrence will be acceptable unless otherwise stated.

E. Commercial Automobile and Truck Insurance: Covering any owned, hired, and non-owned vehicles with a combined single limit of not less than $1,000,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

BODILY INJURY (PER PERSON)	$1,000,000.00
BODILY INJURY (PER ACCIDENT)	$1,000,000.00
PROPERTY DAMAGE	$1,000,000.00

Physical Damage:
Comprehensive Coverage provided the Operator will be responsible for the difference in the amount of the deductible above $1,000.
Collision Coverage provided the Operator will be responsible for the difference in the amount of the deductible above $1,000.

F. Miscellaneous Insurance: The OPERATOR will be responsible to insure the transit vehicles and equipment provided by the COUNTY for the operations of the mass transit system during the entire term of this AGREEMENT and any amendments hereafter. The OPERATOR shall procure and maintain the insurance coverage on all COUNTY-owned equipment to cover the risk of loss and/or damage to the vehicles and equipment from any and every cause whatsoever for nothing less than the actual cash value of said equipment.

Each insurance policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to COUNTY by certified mail.

2) OPERATOR shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said OPERATOR from its insurer; and nothing contained herein shall absolve OPERATOR of this requirement to provide notice.

3) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the OPERATOR.

4) The term "COUNTY" or "Hernando County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the County and individual members, employees thereof in their official capacities, and/or while acting on behalf of the COUNTY.

5) Hernando County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.

6) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY's self-insured retention of whatever nature.

OPERATOR hereby waives subrogation rights for loss or damage against the COUNTY.

SECTION 12 - FORCE MAJEURE

The OPERATOR shall not be held liable to the COUNTY for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this AGREEMENT due to strikes, lockouts, acts of God, governmental restrictions, enemy actions, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the control of the OPERATOR.

SECTION 13 - NOTICES

All notices to be delivered under this AGREEMENT shall be delivered by certified mail return receipt requested, or in person with proof of delivery. Notice shall commence upon receipt.

For the COUNTY:
Hernando County Board of County Commissioners
ATTN: Ronald F. Pianta, AICP, Planning and Zoning Director
20 N. Main Street, Room 262
Brooksville, Florida 34601

For the OPERATOR:
FIRM NAME RATP Dev USA
Attn: Arnaud Legrand, CEO
Address: 3800 Sandshell Drive, Suite 180
Fort Worth, Texas 76137

The signatures below of the Chairman of Hernando County Board of County Commissioners and an authorized representative of RATP Dev USA, Inc., indicate concurrence with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in Hernando County, Florida on this 23rd day of March 2021.

SEAL

Board of County Commissioners
Hernando County, Florida

By: _____
John Allocco, Chairman

ATTEST: _____, Deputy Clerk
Douglas A. Chorvat, Clerk of Circuit Court
and Comptroller

Approved as to Form and Legal Sufficiency

BY: _____ 3/2/21
County Attorney's Office Date

RATP Dev USA
Firm Name

By: Arnaud LEGRAND

Title: Chief Executive Officer

ATTEST: _____ 03/05/2021

ATTACHMENT 12

Lobbying Restriction Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

John Roslansky Signature of Contractor's Authorized Official

Associate General Counsel Name and Title of Contractor's Authorized Official

March 4, 2021 Date

DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013
Expiration Date: 2/28/2022

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	☒ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

*Name
*Street 1 Street 2
*City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name
*Last Name Suffix
*Street 1 Street 2
*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature:

*Name: Prefix *First Name Middle Name
*Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only:

STANDARD FORM LLL (REV. 7/1997)
Authorized for Local Reproduction

ATTACHMENT 14

Disadvantaged Business Enterprise (DBE) Affirmation Statement

Prime Contractor/Prime Consultant: Hernando County Transit Management

Telephone Number: 270-791-6464

Address: 700 Aeriform Drive, Brookville, FL 34601

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE ☐ Non-DBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

• CompanyName: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

• Company Name: _____
Telephone Number: _____
Address: _____

The above company named is a (select one):
☐ DBE ☐ Non-DBE

ATTACHMENT 15

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: RATP Dev USA, Inc.

Signature of Authorized Official: John Roslansky Date ____/____/____

Name and Title of Contractor's Authorized Official: John Roslansky, Associate General Counsel

SECTION IV: SUPPLEMENTARY CONDITONS FOR FEDERAL CONTRACT CLAUSES

Hernando County is a recipient of Federal Transit Administration (FTA) funding. The Vendor/Contractor(s) shall comply with the following FTA Contract clauses.

1. **ACCESS TO RECORDS AND REPORTS** 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

   1.1. **Record Retention.** The Contractor will retain, and will require its Sub-Contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

   1.2. **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

   1.3. **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.

   1.4. **Access to the Sites of Performance**. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

2. **CLEAN AIR ACT AND CLEAN WATER ACT** 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

   The Contractor agrees:

   2.1. It will not use any violating facilities;

   2.2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

   2.3. It will report violations of use of prohibited facilities to FTA; and

   2.4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

   3.1. Hernando County is an Equal Opportunity Employer. As such, Hernando County agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Hernando County agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

   3.2. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

      3.2.1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

      3.2.2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor

agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.2.5. Title VI **of the Civil Rights Act**. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI0020 regulations.

4. <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE)</u> 49 C.F.R. part 26

4.1. The Contractor, subrecipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

4.1.1. Withholding monthly progress payments;

4.1.2. Assessing sanctions;

4.1.3. Liquidated damages; and/or

4.1.4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

4.2. Further, Hernando County requires prime Contractors to pay Sub-Contractors for satisfactory performance of their Contracts no later than thirty (30) days from receipt of each payment Hernando County makes to the prime Contractor.

4.3. **Overview** It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted Contracts. It is also the policy of Hernando County to:

4.3.1. Ensure nondiscrimination in the award and administration of DOT-assisted Contracts;

4.3.2. Create a level playing field on which DBE's can compete fairly for DOT-assisted Contracts;

4.3.3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4.3.4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

4.3.5. Help remove barriers to the participation of DBEs in DOT-assisted Contracts;

4.3.6. To promote the use of DBEs in all types of federally assisted Contracts and procurement activities; and

4.3.7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

4.4. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Hernando County shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Hernando County may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous Contracts with Hernando County.

4.5. **Contract Assurance** The Contractor, subrecipient or Sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate.

4.6. **DBE Participation** For the purpose of this Contract, Hernando County will accept only DBE's who are:

4.6.1. Certified, at the time of bid opening or proposal evaluation, by the Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory or

4.6.2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

4.6.3. Certified by another agency approved by Hernando County. .

4.7. **Good Faith Efforts**

4.7.1. If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Hernando County will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Hernando County will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

4.7.2. Documented communication with Hernando County's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

4.7.3. Pre-bid meeting attendance. At the pre-bid meeting, Hernando County generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

4.7.4. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

4.7.5. Written notification to DBE's encouraging participation in the proposed Contract; and

4.7.6. Efforts made to identify specific portions of the work that might be performed by DBE's.

4.8. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

4.8.1. The names, addresses, and telephone numbers of DBE's that were contacted;

4.8.2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

4.8.3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

4.9. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE Sub-Contractor quote submitted when a non-DBE Sub-Contractor was selected over a DBE for work on the Contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

4.10. **Administrative Reconsideration**

4.10.1. Within five (5) business days of being informed by Hernando County that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to Hernando County's Chief Procurement Officer. The Chief Procurement Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

4.10.2. As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Hernando County will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

4.11. **Termination of DBE Sub-Contractor**

4.11.1. The Contractor shall not terminate the DBE Sub-Contractor(s) listed in the DBE Participation Schedule (Attachment 14) without Hernando County's prior written consent. Hernando County may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE Sub-Contractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE Sub-Contractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE Sub-Contractor to substitute for the original DBE and immediately notify Hernando County in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to

the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 4.13 below (Sanctions for Violations).

4.12. **Continued Compliance**

4.12.1. Hernando County shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Hernando County that summarize the total DBE value for this Contract. These reports shall provide the following details:

4.12.1.1. DBE utilization established for the Contract;
4.12.1.2. Total value of expenditures with DBE firms for the quarter;
4.12.1.3. The value of expenditures with each DBE firm for the quarter by race and gender;
4.12.1.4. Total value of expenditures with DBE firms from inception of the Contract; and
4.12.1.5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

4.12.2. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Planning and Zoning Department. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

4.12.3. The successful Bidder/Offeror shall permit:

4.12.3.1. Hernando County to have access to necessary records to examine information as Hernando County deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and Contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

4.12.3.2. The authorized representative(s) of Hernando County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

4.12.3.3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 1.2.

4.13. **Sanctions for Violations**

4.13.1. If at any time Hernando County has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Hernando County may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

4.13.1.1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

4.13.1.2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

5. **ENERGY CONSERVATION** Energy Conservation 42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

6.1. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each Contract at any tier of $25,000 or more, and to each Contract at any tier for a federally required audit (irrespective of the Contract amount), and to each Contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, the Contractor shall verify that its principals, affiliates, and Sub-Contractors are eligible to participate in this federally funded Contract and are not presently declared by any Federal department or agency to be:

6.1.1. Debarred from participation in any federally assisted Award;

6.1.2. Suspended from participation in any federally assisted Award;

6.1.3. Proposed for debarment from participation in any federally assisted Award;

6.1.4. Declared ineligible to participate in any federally assisted Award;

6.1.5. Voluntarily excluded from participation in any federally assisted Award; or

6.1.6. Disqualified from participation in ay federally assisted Award.

6.2. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

6.2.1. The certification in this clause is a material representation of fact relied upon by Hernando County. If it is later determined by Hernando County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. LOBBYING RESTRICTIONS 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20 (See Attachment 12).

8. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each Sub-Contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l)(1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

9.1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

9.2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

9.3. The Contractor agrees to include the above two clauses in each Sub-Contract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

10. RECYCLED PRODUCTS/RECOVERED MATERIALS 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

11. SAFE OPERATION OF MOTOR VEHICLES 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, U.S. DOT Order No. 3902.10

11.1. Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Hernando County.

11.2. Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

12. TERMINATION 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)
For all contracts in excess of $10,000, the Termination clause extends to all third-party Contractors and their Contracts at every tier and subrecipients and their Sub-Contracts at every tier.

12.1. **Termination for Convenience (General Provision)**
Hernando County may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Hernando County's best interest. The Contractor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

12.2. **Opportunity to Cure (General Provision)**

12.2.1. Hernando County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

12.2.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

12.3. **Termination for Default (Supplies and Service)**

12.3.1. If the Contractor fails to deliver supplies or to perform the services within the time specified in this Contract or any extension, or if the Contractor fails to comply with any other provisions of this Contract, Hernando County may terminate this Contract for default. Hernando County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.

12.3.2. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Hernando County.

12.4. **Waiver of Remedies for any Breach**
In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

13. VIOLATION AND BREACH OF CONTRACT 2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

13.1. **Rights and Remedies of Hernando County**
Hernando County shall have the following rights in the event that Hernando County deems the Contractor guilty of a breach of any term under the Contract.

13.1.1. The right to take over and complete the work or any part thereof as Hernando County for and at the expense of the Contractor, either directly or through other Contractors;

13.1.2. The right to cancel this Contract as to any or all of the work yet to be performed;

13.1.3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

13.1.4. The right to money damages.

13.2. **Rights and Remedies of Contractor**
In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Hernando County, the Contractor expressly agrees that no default, act or omission of Hernando County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Hernando County directs Contractor to do so) or to suspend or abandon performance.

13.3. **Remedies**
Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Hernando County will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Hernando County takes action contemplated herein, Hernando County will provide the Contractor with sixty (60) days written notice that Hernando County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

13.4. **Performance during Dispute**
Unless otherwise directed by Hernando County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

13.5. **Claims for Damages**
Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim

for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

13.6. **Remedies**
Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Hernando County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Hernando County is located.

13.7. **Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Hernando County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. CHANGES AND MODIFICATIONS. FTA's Role and Responsibilities. FTA does not participate in the recipient's decisions involving change orders, constructive changes, or modifications, but reserves the right to review the recipient's supporting documentation as necessary to determine the extent of FTA assistance that may be used to support those costs.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (FTA) Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor/Contractor, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any Hernando County, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

16. EMPLOYEE PROTECTIONS.

16.1. Contract Work Hours and Safety Standards for Awards Not Involving Construction The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

16.2. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

16.3. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

16.4. The Contractor shall require the inclusion of the language of this clause within Sub-Contracts of all tiers.

17. CHARTER SERVICE OPERATIONS

17.1. The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

17.1.1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

17.1.2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
17.1.3. Any other federal Charter Service regulations; or
17.1.4. Federal guidance, except as FTA determines otherwise in writing.

17.2. The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

17.2.1. Barring it or any Sub-Contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
17.2.2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
17.2.3. Any other appropriate remedy that may apply.

17.3. The Contractor should also include the substance of this clause in each Sub-Contract that may involve operating public transit services.

18. SCHOOL BUS OPERATIONS

18.1. The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

18.1.1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
18.1.2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
18.1.3. Any other Federal School Bus regulations; or
18.1.4. Federal guidance, except as FTA determines otherwise in writing.

18.2. If Contractor violates this School Bus Agreement, FTA may:

18.2.1. Bar the Contractor from receiving Federal assistance for public transportation; or
18.2.2. Require the Contractor to take such remedial measures as FTA considers appropriate.

18.3. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each Sub-Contract or purchase under this contract that may operate public transportation services.

19. SUBSTANCE ABUSE REQUIREMENTS (Drug and Alcohol) 49 U.S.C.§ 5331, 49 C.F.R. part 655, 49 C.F.R. part 40

Substance Abuse Testing. The Contractor agrees to participate in the County's drug and alcohol program requirements established in compliance with 49 C.F.R. part 655.

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

John Roslansky — March 4, 2021

Authorized Signature — Date

John Roslansky

Name (Printed)

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

AMENDMENT NO. ONE (1)

TO

CONTRACT NO. 21-RG0010

FOR

TRANSIT OPERATOR SERVICES

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 21-RG0010 – TRANSIT OPERATOR SERVICES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. In accordance with Contract Section No. 5 – TERM Subject to the provisions contained herein, this AGREEMENT shall be effective for an initial period of sixty (60) months and beginning on April 1, 2021 and ending on March 31, 2026. The AGREEMENT may be renewed for five (5) additional twelve (12) month periods upon mutual agreement of both parties. ***Any adjustments in price after the initial term shall only be based upon the Consumer Price Index for all urban customers (CPU-I) in the Tampa Bay- St Petersburg-Clearwater Area as published by the US Department of Labor Statistics in February. If any such renewal results in the terms and conditions, such changes will be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties.*** Renewal of the Contract shall be subject to appropriations of funds by the Board of County Commissioners and satisfactory performance.

2. Compliance with these terms is required throughout the length of the Contract and use thereof.

Position	Employee Count	Current Starting Rate	Proposed Starting Rate
Administration	1	$17.00	$21.17
Supervisors	4	$17.50	$21.79
Dispatch	1	$15.50	$19.30
Servicers (PT)	4	$12.93	$16.30
Operators (FT/PT)	20	$14.06	$17.50

Rate	Current Rate	Proposed rate	Percentage Increase
Paratransit Fixed Rate	$38,748.00	$43,824.00	+13.1%
Fixed Route Variable Rate	$47.53	$53.76	+13.1%

3. All other terms and conditions shall remain the same.

RATP Dev USA, Inc.

Matthew BOOTERBAUGH
Matthew BOOTERBAUGH (Nov 29, 2023 21:14 CST)

Authorized Signature

11/29/2023

Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Elizabeth Naverud

Elizabeth Naverud
Chairman, Hernando County BOCC

12/12/2023

Date

Amendment 1 Price Increase 21-RG0010 Transit Operator Services

Final Audit Report 2023-11-30

Created:	2023-11-29
By:	Mark Millan (mark.millan@ratpdev.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYyZ8bZnRV7Ezqz8CJEPpVRbjVfveKrDk

"Amendment 1 Price Increase 21-RG0010 Transit Operator Services" History

Document created by Mark Millan (mark.millan@ratpdev.com)
2023-11-29 - 7:17:13 PM GMT- IP address: 165.225.217.71

Document emailed to Matthew BOOTERBAUGH (matt.booterbaugh@ratpdev.com) for signature
2023-11-29 - 7:18:25 PM GMT

Email viewed by Matthew BOOTERBAUGH (matt.booterbaugh@ratpdev.com)
2023-11-30 - 3:12:31 AM GMT- IP address: 23.251.194.194

Document e-signed by Matthew BOOTERBAUGH (matt.booterbaugh@ratpdev.com)
Signature Date: 2023-11-30 - 3:14:21 AM GMT - Time Source: server- IP address: 23.251.194.194

Agreement completed.
2023-11-30 - 3:14:21 AM GMT

Adobe Acrobat Sign

PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

AMENDMENT NO. TWO (2)

TO

CONTRACT NO. 21-RG0010

FOR

TRANSIT OPERATOR SERVICES

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 21-RG0010 – TRANSIT OPERATOR SERVICES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. Addition of SECTION 14 – NON-REGULAR SERVICES:

   a. NON-REGULAR SERVICES (NON-EMERGENCY)

   Hernando County may request the Contractor RATP Dev to operate non-regular services that are in addition to the normal contracted Fixed Route and ADA services. Any such requests will be made no less than ten (10) days in advance of the date the non-regular services will be provided. The request will include general scope of services needed, date and times of service needed including starting and end time (or estimated times), number of vehicles and operators needed.

   b. NON-REGULAR SERVICES (EMERGENCY)

   Hernando County may require the Contractor RATP Dev to operate non-regular services that are in addition to the normal contracted Fixed Route and ADA services during emergency situations. Hernando County shall give as much notice as possible including general scope of services needed, dates, times, expected vehicle and operator needs. Emergency transportation is defined as; Hernando County deems an emergency transportation service is needed requiring transit of peoples from and to locations within Hernando County.

   c. RATES AND TERMS

   Compensation for non-regular services both (non-emergency and emergency) shall be in accordance with the actual Fixed Route revenue rate per hour stated in SECTION 9 COMPENSATION.

   For (non-emergency) and/or (Emergency) services mobilizations, there will be a two (2) hour minimum charge per operator requested/required.

2. All other terms and conditions shall remain the same.

RATP Dev USA, Inc.

Matt Booterbaugh, Deputy CEO
Matt Booterbaugh, Deputy CEO (Mar 18, 2024 09:01 CDT)
Authorized Signature

March 18, 2024
Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Carla Rossiter-Smith
Chief Procurement Officer, Hernando County

8/16/2024
Date

Amendment No. 2 - Hernando County

Final Audit Report 2024-03-18

Created:	2024-03-13
By:	Mark Millan (mark.millan@ratpdev.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAchqERzySJtWHr97oNptQfRdcO7smdeDP

"Amendment No. 2 - Hernando County" History

Document created by Mark Millan (mark.millan@ratpdev.com)
2024-03-13 - 8:09:40 PM GMT- IP address: 165.225.217.71

Document emailed to Matt Booterbaugh, Deputy CEO (matt.booterbaugh@ratpdev.com) for signature
2024-03-13 - 8:09:45 PM GMT

Email viewed by Matt Booterbaugh, Deputy CEO (matt.booterbaugh@ratpdev.com)
2024-03-18 - 1:59:38 PM GMT- IP address: 208.56.42.35

Document e-signed by Matt Booterbaugh, Deputy CEO (matt.booterbaugh@ratpdev.com)
Signature Date: 2024-03-18 - 2:01:16 PM GMT - Time Source: server- IP address: 208.56.42.35

Agreement completed.
2024-03-18 - 2:01:16 PM GMT

Docusign Envelope ID: ABFDBF9E-A502-4810-9788-F2B7F4381E15

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

AMENDMENT NO. THREE (3)

TO

CONTRACT NO. 21-RG0010

FOR

TRANSIT OPERATOR SERVICES

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 21-RG0010 – TRANSIT OPERATOR SERVICES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. Whereas the County desires transit operator services for new public transit routes which include ADA services.

2. Add to **SECTION 2 - SCOPE OF SERVICES**, Item A. Operational/Administrative Activities: new subitem as follows:

   15. Startup of New Fixed Public Transit Routes including ADA services - The contractor's responsibilities during startup for new services are as follows:
   a. Assisting the County determining any new services needed.
   b. Initial fixed route review to include suggested stop and layover locations.
   c. Finalizing of new route timing.
   d. New operator hiring and training for new routes both Fixed and ADA.
   e. Update operations manifests and all necessary administration paperwork, supply of any data needed for MDT's (mobile data terminals), head signs, or other on board systems

3. Add to **SECTION 9 - COMPENSATION**

   Fees for new fixed routes with ADA services are as follows:
   a. A one-time startup fee for each new fixed route will be calculated as 10.5% of the estimated revenue hours for twelve months at the then current Revenue Hour as stated in the Fixed Route pricing table of Section 9 - Compensation.
   b. Startup fee will be billed by contractor on the first billing cycle after the new service commences.

4. All other terms and conditions shall remain the same.

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

RATP Dev USA, Inc.

DocuSigned by:
Matt Booterbaugh
7E5E2AA4A09643B...

Print Name: Matt Booterbaugh
Print Title: CEO

3/20/2025
Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

SEAL

Brian Hawkins
Chairman

4-22-2025
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

Docusign Envelope ID: 948162E3-F9AB-4D05-A2EA-BDA750C60BF9

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

AMENDMENT NO. FOUR (4)
TO
CONTRACT NO. 21-RG0010
FOR
TRANSIT OPERATOR SERVICES

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 21-RG0010 – TRANSIT OPERATOR SERVICES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. Replace **SECTION 9 – COMPENSATION Tables "Fixed Route" and "ADA Service"** as follows:

Table I: FIXED ROUTE (Adjusted Annually per Section 5-Term)

Rate	Calculation	Annual Term Begins
45.68	Per Revenue Hour	April 1, 2021
46.59	Per Revenue Hour	April 1, 2022
47.53	Per Revenue Hour	April 1, 2023
$53.76	Per Revenue Hour	Price Adjustment as of: December 12, 2023 (Amendment No. 1)
54.84	Per Revenue Hour	April 1, 2024
56.76	Per Revenue Hour	April 1, 2025

Table II: ADA SERVICE

Rate	Calculation	Annual Term Begins
36,903.00	Per Month	April 1, 2021
38,748.00	Per Month	April 1, 2022
38,748.00	Per Month	April 1, 2023
$43,824.00	Per Month	April 1, 2024 Price Adjustment as of: December 12, 2023 (Amendment No. 1)
$79,775.98 or $552.64 per area mile	Per Month	Price Adjustment as of: Date of Execution of Amendment No. 4

Docusign Envelope ID: 948162E3-F9AB-4D05-A2EA-BDA750C60BF9

TABLE III: ADA SERVICE COST ESTIMATING TABLE: ADA MILEAGE PER ROUTE x RATE AND ESTIMATED MONTHLY COST

Existing Routes	Est. Area Miles Per Route	Rate Per Area Mile	Extended Amount
1-Red	9.44	$552.64	$5,214.50
2-Blue	14.00	$552.64	$7,738.84
4-Green	21.13	$552.64	$11,679.78
3-Purple	34.72	$552.64	$19,188.94
Subtotal	79.30		$43,822.06
New Routes	***Est. Area Miles Per Route***		***Amount***
# 5	23.51	$552.64	$12,992.46
# 7	14.009	$552.64	$7,741.87
# 8	8.14	$552.64	$4,498.45
# 9	19.4	$552.64	$10,721.13
Subtotal	65.059		$35,953.92
TOTAL ESTIMATED MONTHLY COST			**$79,775.98**

2. All other terms and conditions shall remain the same.

RATP Dev USA, Inc.

DocuSigned by:
Matt Booterbaugh
7E5E2AA4A09643B...

Print Name: Matt Booterbaugh
Title: CEO

9/26/2025
Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

Brian Hawkins, Chairman
Hernando County Board of County Commissioners

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

SELECTION CRITERIA: orgn.yr='26' and orgn.key_orgn='34000' and account.acct='5303445' AND expledgr.yr = orgn.yr AND exp

YEAR	DEPARTMENT		ACCOUNT		BUDGET	CONTROL ORGN/ACCOUNT	STATUS
	BUDGET	PERIOD EXPENSES	YTD EXPENSES	ENCUMBRANCES	BALANCE		
26	34000	MASS TRANSIT-FTA SEC 5307	5303445	CONTR SRV-TRANSIT	34000	5303445	Active
	2,611,608.00	.00	.00	.00	2,611,608.00		

HERNANDO CO BOARD OF CO COMMISSIONERS
Expenditure Ledger Short Listing

SELECTION CRITERIA: orgn.yr='26' and orgn.key_orgn='34002' and account.acct='5303445' AND expledgr.yr = orgn.yr AND exp

YEAR	DEPARTMENT		ACCOUNT		BUDGET CONTROL ORGN/ACCOUNT	STATUS
	BUDGET	PERIOD EXPENSES	YTD EXPENSES	ENCUMBRANCES	BALANCE	
26	34002	MASS TRANSIT-FTA SEC 5307	5303445	CONTR SRV-TRANSIT	34002	5303445 Active
	1,098,518.00	.00	.00	.00	1,098,518.00	

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Procurement Department
Prepared By: Joseph Goulart
Initiator: Carla Rossiter-Smith
DOC ID: 16500
Legal Request Number: 2025 373-1
Bid/Contract Number: 25-C01119/JG

TITLE

Award of Construction Contract to Allied Roofing, Inc., for Hernando County Detention Center Bravo Roof Replacement Project (Contract No. 25-C01119/JG; Amount: $312,258.87)

BRIEF OVERVIEW

The Procurement Department issued Invitation to Bid (ITB) No. 25-C01119/JG on August 13, 2025, at the request of the Hernando County Facilities Department, to obtain bids to replace the Bravo section roof at the Hernando County Detention Center.

The Procurement Department placed the legal advertisement in the Hernando Sun and the Tampa Bay Times on August 17, 2025, and the OpenGov website on August 13, 2025. The bid was sent to three thousand, seven hundred seventy-four (3,774) matching vendor/contractors from the eProcurement portal. The bid document was downloaded by fifty-one (51) vendor/contractors and eight (8) submissions were received.

BIDs RECEIVED:	**Main Bid Table**	**Alt No.1**
Main Enterprise, LLC	$28,084.00	BLANK
Allied Roofing, Inc.	$303,995.97*	$312,258.87
1st Class Roofing, Inc.	$304,207.00	$314,673.00
Best Roofing Services, LLC	$315,000.00	$380,000.00
Advanced Roofing, Inc.	$330,280.00	$342,800.00
Ryman Roofing, Inc.	$342,221.00	$367,424.00
Theilen Roofing and Construction, LLC	$375,127.00	$390,000.00
Schaefer General Contracting Services, LLC	$542,730.00	$549,210.00

Bids were reviewed and evaluated by the Procurement Department to determine if bids were responsive and responsible. The bids were then reviewed and evaluated by the Hernando County Facilities Department staff for award recommendation based on price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms, conditions and specifications required. The bid from Main Enterprise, LLC was rejected for being non-responsible.

A Notice of Intent to Award the contract to Allied Roofing, Inc., dated September 24, 2025, was posted to the OpenGov website and posted to the Hernando County Administration electronic public bulletin board. No challenges to the Notice of Intent to Award were received.

The Alternate No. 1 Bid Table requested vendors to submit pricing for the same project scope utilizing a thicker roofing membrane designed to provide extended service life.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of $312,258.87 is available in the following:
Fund: 1203 HSCO Revenue Fund, **Department: 02114 -** HSCO Revenue Fund, **Account: 5304601 -** Repair/Maint-Bldg & Grd

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached construction contract to Allied Roofing, Inc., for Hernando County Detention Center Bravo roof replacement, Contract No. 25-C01119/JG, in the bid amount of $312,258.87. The Sheriff's Department has elected to utilize the Alternate No. 1 bid for the thicker roofing membrane.

It is further recommended the Board authorize the Chief Procurement Office to approve change orders as they become necessary and required up to budgeted amounts.

REVIEW PROCESS

Juan Cueto	Approved	09/29/2025 1:07 PM
Carina Hall	Approved	09/30/2025 8:13 AM
Lillian Hoyt	Approved	09/30/2025 10:08 AM
Jodi Florio	Approved	09/30/2025 2:22 PM
Albert Bertram	Approved	09/30/2025 2:33 PM
Erin Dohren	Approved	10/01/2025 10:01 AM
Felicia Holmes	Escalated	10/02/2025 9:31 AM
Carla Rossiter-Smith	Approved	10/02/2025 9:58 AM
Pamela Hare	Approved	10/05/2025 5:22 PM
Melissa Tartaglia	Approved	10/06/2025 11:39 AM
Heidi Prouse	Approved	10/06/2025 1:10 PM
Toni Brady	Approved	10/07/2025 11:25 AM
Jeffrey Rogers	Approved	10/08/2025 5:54 AM
Colleen Conko	Approved	10/08/2025 11:06 AM

HERNANDO COUNTY DETENTION CENTER BRAVO ROOF REPLACEMENT

25-C01119/JG

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Hernando County Detention Center Bravo Roof Replacement

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE AND SPECIFICATIONS.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE (CONSTRUCTION).....

Attachments:

A - 021TPA-014_Hernando_Bravo_ReRoof_Spec_2025_Sealed

B - 021TPA-014_Hernando_Bravo_ReRoof_Plans_2025_Sealed

C - Sample_Construction_Contract

D - Construction_Documents_required_after_Award

E - Holiday Schedule - 2025

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 a.m., LOCAL TIME ON Monday, September 15, 2025. 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 AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, September 15, 2025. PURSUANT TO FS 119.071 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.

Procurement Contact Information:

Joe Goulart, Contracting Agent II

(352) 754-4020

jgoulart@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

ITB NO. 25-C01119/JG

FOR

Hernando County Detention Center Bravo Roof Replacement

Hernando County Board of County Commissioners is soliciting licensed professionals in General Contractor, Certified Roofing Contractor that are active in replacing the roof on the Hernando County Detention Center Bravo Building

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, September 15, 2025, via Hernando County Procurement Department's eProcurement Portal. Only electronic submittals through the eProcurement Portal shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

Bid offers shall be accompanied by either a Bid Bond, Certified Check, Cashier's Check, or Official Bank Check in the dollar amount representing not less than five percent (5%) of the total amount bid as a guarantee to enter into a contract and furnish a contract performance and payment bond in the amount of one hundred percent (100%) of the total bid price within fifteen (15) calendar days from the date of notification of the award.

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

The Procurement Department will post addenda on ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the County's portal to ensure that they are aware of all Addenda issued relative to this Solicitation.

Pursuant to Florida Statutes 119.071 sealed bids, proposals or replies received by an agency pursuant to a competitive Solicitation are exempt from 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.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's ePROCUREMENT PORTAL.

2.2. MANDATORY Pre-Bid Conference

MANDATORY Pre-Bid Conference will be held

Wednesday, August 20, 2025,

at 11:00 a.m.,

at the

Hernando County Detention Center 16425 Spring Hill Drive Brooksville, FL 34604.

Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference. THIS CONFERENCE WILL BE HELD ONLY ONCE AND FAILURE TO ATTEND AND SIGN IN SHALL DISQUALIFY ANY BIDDER NOT ATTENDING FROM SUBMITTING A BID. ATTENDEES MUST BE PRESENT AT THE START OF THE PRE-BID CONFERENCE. ARRIVAL AFTER THE START OF THE PRE-BID CONFERENCE SHALL BE CAUSE FOR DISQUALIFICATION.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **ADDENDA**: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.

B. **AGREEMENT**: The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the work.

C. **APPLICATION FOR PAYMENT**: The form acceptable to Engineer which is to be used by Vendor/Contractor during the course of the work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

D. **BID**: The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

E. **BID BOND/GUARANTEE**: The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.

F. **BID DOCUMENTS**: The bidding requirements and the proposed Contract Documents, including all addenda.

G. **BIDDER**: The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this Solicitation.

H. **CHANGE ORDER**: A document recommended by Engineer which is signed by Vendor/Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or the contract times, issued on or after the Effective Date of the Agreement.

I. **CONSTRUCTION ADMINISTRATOR**: Sam Burdin, shall act as the “Construction Administrator” for the work relative to the acceptance and approval of Applications for Payment pursuant to the provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S.

J. **CONTRACT DOCUMENTS**: The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other incorporated or referenced documents) whether attached thereto or not.

K. **CONTRACT PRICE**: The moneys payable by Owner to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.

L. **CONTRACT TIMES**: The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The contract times will commence on the date indicated in the Notice to Proceed.

M. **CONTRACT WORK**: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

N. **CONTRACTOR**: The individual or entity with whom the County has entered into the Agreement.

O. **COUNTY**: The Board of County Commissioners, Hernando County, or its duly authorized representative.

P. **ENGINEER**: Under Contract to the Owner, the 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 Engineers, for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.

Q. **FDEP**: Florida Department of Environmental Protection

R. **FDOT**: Florida Department of Transportation.

S. **FIELD ORDER**: A written order issued by Engineer which requires minor changes in the work but which does not involve a change in the contract price or the contract times.

T. **FS**: Florida Statutes; version in effect on the effective date of the Agreement, unless otherwise specified.

U. **ISSUING OFFICE**: The office from which the bid documents are to be issued and where the bidding procedures are to be administered. Specifically - Hernando County, Procurement Department, 15470 Flight Path Drive, Brooksville, Florida 34604.

V. **MUTCD**: Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov

W. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**: NPDES

X. **NOTICE-WRITTEN**: Notice shall be served upon the Vendor/Contractor either personally or by leaving the said notice at his residence or with his Agent in charge of the work, or addressed to the Vendor/Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

Y. **MOT**: Maintenance of Traffic.

Z. **NOTICE OF AWARD**: The written notice by Owner to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

AA. **NOTICE OF INTENT**: NOI

BB. **NOTICE TO PROCEED**: A written notice given by Owner to Vendor/Contractor fixing the date on which the contract times will commence to run and on which Vendor/Contractor shall start to perform the work under the Contract Documents. A Notice to Proceed may be given at any time after the effective date of the Agreement.

CC. **OCCUPATIONAL SAFETY AND HEALTH ACT**: OSHA.

DD. **OWNER**: Hernando County Board of County Commissioners (County).

EE. **OWNER DESIGNATED REPRESENTATIVE**: The Owner Designated Representative will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner Designated Representative in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the contract documents. Sam Burdin, shall act as the Owner Designated Representative for the work relative to this contract.

FF. **PAYMENT AND PERFORMANCE BONDS**: The approved forms of security furnished by the Vendor/Contractor and his surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the contract and to pay all obligations associated with the project.

GG. **PROJECT BUDGET/ESTIMATE**: The project budget and/or estimate is the amount of funds the county has projected for this solicitation. The County estimates this solicitation to fall within the following dollar Threshold D: $500,000.01- $1,000,000. **Note: This is only an estimate and should not be the basis to determine the Vendor/Contractor bid submission amount.**

1. Threshold A: less than $100,000
2. Threshold B: $100,000.01- $250,000
3. Threshold C: $250,000.01- $500,000
4. Threshold D: $500,000.01 - $1,000,000
5. Threshold E: $1,000,000.01 - $1,500,000
6. Threshold F: $1,500,000.01- $2,500,000
7. Threshold G: $2,500,000.01- $5,000,000
8. Threshold H: greater than $5,000,000.01

HH. **PROFESSIONAL**: The professional independent **Architectural/Engineering firm** designated to be the Engineer of Record (per Florida Administrative Code). Any references to the Engineer or the Professional shall be deemed to mean Mark E. Renninger, P.E. with REI Engineers, and its designee for the plans and specifications referenced in these Contract Documents.

II. **PROJECT MANAGER**: The duly authorized representative of the County during the construction period. The Project Manager of record for this Solicitation is: Sam Burdin.

JJ. **SCOPE OF WORK**: All materials, labor and equipment in order to accomplish the Project, as described in the specifications and construction plans showing the proposed improvements. The Vendor/Contractor shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

KK. **SHOP DRAWINGS**: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Vendor/Contractor, a subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

LL. **SITE**: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Vendor/Contractor. The site or location for the work to be performed in this Contract will be at the Hernando County Detention Center.

MM. **SUBCONTRACTOR**: Any person, firm or corporation other than employees of the Vendor/Contractor who or which contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.

NN. **SURETY**: Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.

OO. **VENDOR/CONTRACTOR**: The individual or entity with whom the County has entered into the Agreement.

PP. **WORK**: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

4.2. AVAILABILITY OF BIDDING DOCUMENTS:

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting Hernando County's eProcurement Portal. For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's eProcurement Portal Q&A Tab.

4.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

A. Interested firms are required to register via the County's eProcurement Portal . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's eProcurement Portal. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
2. The County will not honor any explanation or change in the bid documents unless a written addendum authorizing such change has been issued.
3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
4. All bids must be firm for a period of one hundred twenty (120) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
5. No material, labor, or facilities will be furnished by the County unless specifically stated.
6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the

compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project Q&A Tab before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. BID OPENING

Bids received after the date and time disclosed in this Solicitation will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of one hundred twenty (120) days thereafter. Pursuant to sec. 119.071, F.S. sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from 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.

4.5. SITE VISIT

Bidder may request access the site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a bid by contacting the Procurement Department via the County's eProcurement Portal Q&A tab, if no mandatory site visit is scheduled. All questions after the site visit shall be submitted to the Procurement Department in writing via the County's eProcurement Portal Q&A tab . The Procurment Department will coordinate a site visit between the Bidder and the Project Manager for this project. Bidder agrees to restore the site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates while accessing the site.

4.6. BIDDER'S RESPONSIBILITIES

It is the responsibility of each Bidder before submitting a bid to:

A. Read and completely understand the requirements and the specifications of the items bid.

B. Use complete sets of bid documents in preparing bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.

C. Examine and carefully study the bid documents, other related data identified in the bid documents, and any Addenda.

D. Make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations, and all solicitation instruction to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to

make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

E. Request access to the site to become familiar with general, local, and site conditions that may affect cost, progress, and performance of the work.

F. Become familiar with all Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

G. Obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bid documents, and safety precautions and programs incident thereto.

H. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

I. Become aware of the general nature of the work to be performed by Owner and others at the site that relates to the work as indicated in the bid documents.

J. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the bid documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bid documents.

K. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the bid documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

L. Determine that the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

M. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for one hundred twenty (120) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

N. Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

4.7. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab:. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit https://secure.procurenow.com/portal/hernandocounty to insure they are aware of all addenda issued for this solicitation.

D. Questions will only be accepted through the period specified Monday, August 25, 2025

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.8. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.

4.9. WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the Monday, September 15, 2025 10:00 am via the County's eProcurement Portal. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized. No Bidder may withdraw their bid after the scheduled opening time for receipt of bids.

4.10. BID PROTESTS

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such

documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.11. QUALIFICATION OF BIDDERS

A. The Vendor/Contractor shall have previous experience in the type of construction work specified herein, and experience in the installation of the materials to be provided for the project specified herein.

B. The Vendor/Contractor and/or subcontractors shall be an appropriately licensed Contractor in the State of Florida at the time of the bid and must have successfully completed a minimum of two (2) projects of similar size and complexity in the past seven (7) years. These requirements are also stated in Question 5.4 of the Vendor Questionnaire entitled, "EXPERIENCE SIMILAR SIZE AND SCOPE."

C. The Vendor/Contractor's Project Manager must have a minimum of three (3) years' experience as Project Manager and must have directed at least two (2) previous projects of similar size and complexity in the past seven (7) years. These requirements are also stated in Question 5.7 of the Vendor Questionnaire entitled, " PROJECT MANAGER QUALIFICATIONS."

D. Bidders shall submit evidence of this experience on the forms provided in the bid documents, along with the accompanying information requested below:

1. Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, contract value and completion date.
2. Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.
3. Identification of firms comprising the Vendor/Contractor's team on the Construction Contractor Qualification Submittal Package attached to Vendor Questionnaire.
4. Resumes of the Vendor/Contractor's Project Superintendent documenting the experience required for these individuals.

E. **Failure to submit this information may be basis for rejection of the bid.**

4.12. QUALIFICATION OF SUBCONTRACTORS, MATERIAL VENDOR, SUPPLIERS, AND OTHERS:

A. The Vendor/Contractor will, within ten (10) days after execution of the Agreement, submit to the County through the Owner Designated Representative for acceptance a list of the names of subcontractors and such other persons and organizations proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. The Owner Designated Representative will notify the Vendor/Contractor in writing if the Owner Designated Representative, after due

investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner Designated Representative to make objections to any subcontractor, person or organization on the list shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or organization shall not constitute a waiver of any right of the County to reject defective work, material or equipment, or work material or equipment not in conformance with the requirements of the Contract Documents.

B. If the apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the bid security of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which the County and Owner Designated Representative makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the County and Owner Designated Representative subject to revocation of such acceptance after the effective date of the Agreement.

C. Vendor/Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Vendor/Contractor has reasonable objection.

D. The Vendor/Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

4.13. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE:

A. Subsurface and Physical Conditions:

1. The Technical Specifications will identify:

   a. Any reports of explorations and tests of subsurface conditions at or contiguous to the site that Engineer has used in preparing the bid documents.

   b. Any drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the bid documents.

2. Copies of any reports and drawings referenced in the solicitation documents will be made available by Owner to any Bidder via the County's ePROCUREMENT Portal. Bidder is responsible for any interpretation or conclusion Bidder draws from any technical data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

B. Underground Facilities:

1. Information and data shown or indicated in the bid documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such underground facilities, including Owner, or others.

C. Hazardous Environmental Condition:

1. The Technical Specifications identify any reports and drawings relating to a hazardous environmental condition identified at the site that Engineer has used in preparing the bid documents.

4.14. BID GUARANTEE/BID BOND:

A. Each bid must be accompanied by a Certified Check, Cashier's Check, Official Bank Check or Bid Bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of bid, as guarantee that the Bidder will within fifteen (15) consecutive calendar days after award, enter into a written contract with the County for the performance of the work as awarded.

B. **Any submitted Bid Bond must be submitted to the County.**

C. Any submitted checks shall be drawn on a solvent bank or trust company to the order the Hernando County Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law.

D. Surety of Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks are not acceptable to Hernando County.

E. The County will, within ten (10) days after the Notice of Intent to Award, return the deposit of all Bidders except those posted by the three (3) lowest acceptable Bidders, whose deposit will be returned upon the final award and execution of the Contract between the successful Bidder and County, and after a satisfactory Performance Bond and Payment Bond have been executed.

F. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

G. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may withdraw the Notice of Award and the Bid Bond of that Bidder will be forfeited. The Bid Bond of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the effective date of the Agreement

or sixty-one (61) days after the bid opening, whereupon Bid Bonds furnished by such Bidders will be returned.

H. Bid Bonds of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within thirty (30) days after the Bid opening.

I. Bidders desiring their original Bid Bonds returned shall enclose a self-addressed stamped envelope with their bids marked “Bid Bond” in the lower left corner.

4.15. PERFORMANCE AND PAYMENT BOND:

A. Performance and Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such contract. When applicable, the performance and payment bond form will be included in the contract documents and said form must be properly executed by the surety company and successful Bidder within fifteen (15) calendar days after notification by the County of the County's intent to award the contract.

B. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a contract, the successful Bidder refuses or otherwise neglects to execute the required written contract or fails to furnish the required performance and payment bond, the amount of the Bidder's bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

C. The surety company must provide an Increase Rider to the Performance and Payment Bond or execute the Consent of Surety and Increase of Penalty form provided by the County if the contract is increased by change order.

4.16. FOREIGN COUNTRIES OF CONCERN:

Pursuant to Section 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE; Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. GENERAL CONDITIONS

5.1. CONTRACT DOCUMENTS

The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are used merely for convenience purposes):

Solicitation

Introduction

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

Attachments

Exhibit A--021TPA-014_Hernando_Bravo_ReRoof_Spec_2025_Sealed

Exhibit B--021TPA-014_Hernando_Bravo_ReRoof_Plans_2025_Sealed

Exhibit C--Sample_Construction_Contract

Exhibit D--Construction_Documents_required_after_Award

Exhibit E--Holiday Schedule - 2025

A. 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.

B. Amending and Supplementing Contract Documents:

1. 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.

2. 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.

3. 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.

4. 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.

C. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

D. Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    a. Insurance Certificate.
    b. Payment and Performance Bond.
3. The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Change Order(s).

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

F. There are no Contract Documents other than those listed in this paragraph.

G. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this Solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. Bidders shall submit a lump sum bid based on unit price line item components as indicated on the Bid Form, and include a separate price for each alternate described in the bid documents and provided for in the Bid Form. The sum of each unit price line item will be the Total Base Bid. The price for each alternate will be the amount added to or deducted from the Total Base Bid if the County selects the alternate.

E. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

F. Bidder must submit all Required Forms and Certifications. Failure to submit these forms may render the bid non-responsive.

5.3. HOURS

All work is to be performed during regular working hours, 7:00am to 5:00pm; Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Vendor/Contractor should provide five (5) days' notice when scheduling a County employee to be available outside the normal work hours.

5.4. REJECTION OF BID:

The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Solicitation, may be rejected at the option of the County. A Bidder shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Bidder delinquent with a previously awarded contact or in litigation with Hernando County on a previously awarded contract.

5.5. MINOR INFORMALITIES AND IRREGULARITIES:

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

5.6. NON-EXCLUSIVE CONTRACT:

Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

5.7. NON-PERFORMANCE:

A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

B. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract.

5.8. ASSIGNMENT

The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

5.9. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

5.10. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all

licenses and permits required to complete this contractual service, unless otherwise stated in the Contract Documents. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee. Failure to have and/or furnish the required licenses or permits may be cause for rejection.

B. The Vendor/Contractor is hereby notified that a list of fees for construction related County certified licenses and County issued permits can be located at: https://www.hernandocounty.us/departments/departments-a-e/building-division/contractors.

C. The following permits are necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine whether additional permits are required. Vendor/Contractor and/or subcontractors shall obtain and pay for required permits. Notice to Proceed will not be issued until the permits are provided to the Project Manager.

1. NPDES-NOI Permit - The NPDES-FDEP legislation and permit information can be found on this site: https://floridadep.gov/water/stormwater

2. Roofing Permit

D. Vendor/Contractor and/or subcontractors shall be responsible for complying with all State of Florida and Hernando County license requirements prior to bidding on County projects and shall submit proof of licenses with the Bid. All licenses shall be in the Bidder's name or the key subcontractor's name, as listed in Questionnaire. Failure to submit proof of the required licenses shall deem the Bidder non-responsive. The following is a non-exhaustive list of the licenses necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine if additional licenses are necessary.

1. General Contractor, Certified Roofing Contractor

E. Vendor/Contractors and/or subcontractors who are not properly licensed and/or do not furnish proof thereof with their bid, may be deemed non-responsive and may be rejected.

F. Owner shall assist Vendor/Contractor, when necessary, in obtaining such permits and licenses. Vendor/Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of bids. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

5.11. LAWS, REGULATIONS, PERMITS AND TAXES:

A. All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written.

B. Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal excise taxes and all sales taxes.

C. Vendor/Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Vendor/Contractor's compliance with any laws or regulations.

D. If Vendor/Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Vendor/Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work. However, it shall not be Vendor/Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with laws and regulations, but this shall not relieve Vendor/Contractor of Vendor/Contractor's obligations of reporting discrepancies.

E. Changes in laws or regulations not known at the time of opening of bids having an effect on the cost or time of performance of the work shall be the subject of an adjustment in contract price or contract times. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in the Contract Documents.

5.12. SITE AND OTHER AREAS

The site is identified in the Bid documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bid documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Vendor/Contractor.

5.13. TAXES

A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

1. **Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**

B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractors who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. and applicable rules of the Department of Revenue).

C. State sales tax and use taxes on materials and equipment are to be incorporated in the price bid.

D. Vendor/Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor/Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

5.14. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as an equivalent prior to the Solicitation Question Submission Deadline, for review and approval by Hernando County subject to the following provisions:

A. The Vendor/Contractor shall submit for each proposed equivalent sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer of Record to determine if the proposed equivalent is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

B. The Vendor/Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed equivalent is equal.

C. A list of installations where the proposed equivalent is used. Such listing shall cover a minimum of the previous three (3) years and will furnish project names and contact phone numbers.

D. Where the acceptance of an equivalent requires excessive review by the Engineer of Record, revision or redesign of any part of the work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Vendor/Contractor’s expense.

E. The Engineer of Record and Hernando County will have sole discretion to accept or deny any proposed equivalent.

F. Acceptance of any proposed equivalent shall in no way release the Vendor/Contractor from any of the provisions of the Contract Documents.

G. Hernando County may require, at Vendor/Contractor's expense, a special performance guarantee or other surety with respect to any equivalent.

H. Bids which do not comply with these requirements are subject to rejection.

5.15. BID EVALUATION AND AWARD:

A. The County requires that, at the time of submitting its bid response, the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Bid responses that fail to provide the required forms listed in Vendor Questionnaire may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The County reserves the right to determine which responses meet the requirements of this Solicitation, and which Bidders are responsive and responsible. The County reserves the right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.

B. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.

C. The County intends to award this Contract to the lowest, responsive and responsible Bidder or Bidders. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

D. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

E. Nothing contained herein shall place a duty upon the Hernando County Board of County Commissioners to reject bids or award a contract based upon anything other than its sole discretion as described herein.

F. Bidders are not permitted to submit more than one (1) bid for this project. Reasonable grounds for believing that any Bidder has an interest in more than one (1) bid for this project may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.

G. Owner will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

H. Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted.

I. The County reserves the right to investigate the competency and financial ability of any Bidder, proposed subcontractors, suppliers, or individuals that will perform the work; and, if after investigation, the evidence of competency or financial ability is not satisfactory, the County reserves the right to reject the bid.

J. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

K. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

L. If the County intends to reject all bids based on price the County may, before posting a notice of intent to reject all bids, provide to the lowest responsive, responsible bidder the opportunity to negotiate the scope of work with a corresponding reduction in price. Upon reaching a decision regarding the lowest bidder's reduced bid, the County will post notice of final agency action to either reject all bids or accept the reduced bid. This subsection does not prohibit the filing of a protest by any bidder or alter the deadlines provided for filing a protest. Upon receipt of a formal written protest that is timely filed, the County may continue the process provided in this subsection but may not take final agency action as to the lowest bidder except as part of the County's final agency action in the protest or upon dismissal of the protest by the protesting party.

5.16. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent

possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

    a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the Solicitation fully complies with the local vendor eligibility identified in Paragraph 2 below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

    a. A physical business and location address;

    b. Proof of payment of real property tax due to Hernando County

    c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;

    d. Any additional information necessary to verify local status.

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County,

or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than $10,000.00 or less.

F. Appeal: If an application for a "Local Vendor/Contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.17. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing bid guaranty bonds, or 100% Performance/Payment Bonds, called for in these Contract Documents, shall meet and comply with the following minimum standards:

A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

B. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).

C. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their power of attorney to sign such bond.

D. Agents of surety companies must list their name, address and telephone number on all bonds.

E. If the surety on any bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another bond and surety, both of which must be acceptable to the County.

5.18. LITIGATION/WAIVER OF JURY TRIAL

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of

counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

5.19. MAINTENANCE OF RECORDS

The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604.

Per sec. 20.055(5), F.S., it is the duty of every State officer, employee, agency, special district, board, commission, Contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.20. FISCAL NON-FUNDING:

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5.21. CONFLICT OF INTEREST

A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

   1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

   2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.22. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity to the County.

B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a contract to the prime Vendor/Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

5.23. E-VERIFY

A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid/proposal, Vendor/Contractor represents and warrants (a) that the 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, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Procurement Department at (352) 754-4020: and

   2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE.

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the

Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and

authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.24. INSURANCE REQUIREMENTS

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

   a. State.....Statutory

b. APPLICABLE FEDERAL.....Statutory

c. EMPLOYER'S LIABILITY.....Minimum:

i. $100,000.00 each accident

ii. $100,000.00 by employee

iii. $500,000.00 policy limit

d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

a. Coverage as follows:

i. EACH OCCURRENCE.....$1,000,000.00

ii. GENERAL AGGREGATE $2,000,000.00

iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against

Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
    a. COMBINED SINGLE LIMIT (CSL)..... ..... $1,000,000.00 or:
        i. BODILY INJURY (Per Person)..... $1,000,000.00
        ii. BODILY INJURY (Per Accident)..... $1,000,000.00
        iii. PROPERTY DAMAGE.....$1,000,000.00
6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. <u>EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:</u>

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance

requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

5.25. INSURANCE REQUIREMENTS (continued)

BUILDERS RISK INSURANCE: 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:

A. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

B. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or

C. Date on which the insurable interests in the property of all insured other the County have ceased.

D. 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.

5.26. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of $1,000,000.00. Limits can be increased, based on Contract.

5.27. EXECUTION OF WRITTEN CONTRACT

The successful Bidder will be required to sign a written contract, in two (2) copies, which has been made a part of this bid package and identified as the Sample Construction Agreement in Questionnaire. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the County to this Bidder; said signing to be accomplished within ten (10) days after Notice of Award.

5.28. CONE OF SILENCE

A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before

or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.29. 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.

A. 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.

B. 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.

C. 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.

D. 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:

    1. the name, address, telephone number and contact person for the material supplier

    2. manufacturer or brand, model or specification number of the item

3. quantity needed as estimated by Vendor/Contractor
4. the price quoted by the supplier for the materials identified therein
5. any sales tax associated with such quote
6. delivery dates as established by Vendor/Contractor
7. any reduction in Vendor/Contractor's cost for both the Payment Bond and the Performance Bond
8. shipping, handling and insurance costs
9. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
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.
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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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, Bid Specifications. To that end, the Vendor/Contractor expressly agrees it shall make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Vendor/Contractor.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

6. SPECIAL CONDITIONS

6.1. TIME OF COMPLETION

Bidder 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. The timeframe between substantial and final is thirty thirty (30) calendar days. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

6.2. STARTING THE WORK

A. Before undertaking each part of the work, the Vendor/Contractor shall:

1. Carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Vendor/Contractor shall promptly report in writing to the Project Manager any conflict, error or discrepancy which the Vendor/Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any work affected thereby; however, Vendor/Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the Contract Documents, unless Vendor/Contractor had actual knowledge, or should reasonably have known thereof.

2. Within ten (10) calendar days after the effective date of the Agreement (unless otherwise specified), Vendor/Contractor shall submit to the Engineer for review:

   a. A preliminary Progress Schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including milestones specified in the Contract Documents;

   b. A preliminary schedule of shop drawings and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

   c. A preliminary Schedule of Values for all the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.

B. The Vendor/Contractor will start the work within ten (10) calendar days of the official Notice to Proceed date. The Contract Time shall commence to run from the date of the Notice to Proceed.

6.3. LIQUIDATED DAMAGES

A. Bidders hereby agree that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work

provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the bid documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving substantial completion and/or final completion therefore shall be in accordance with the amount(s) set forth in Construction Agreement, Article 3, Paragraph 3.03, of the contract documents. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.

B. Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract 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 **150.00**. This 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 as required to complete all work specified.

6.4. INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

A. It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

B. The Contract Documents are complementary; what is called for by one (1) is as binding as if called for by all.

C. Reference Standards:

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Owner, Vendor/Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their related entities, any duty

or authority to supervise or direct the performance of the work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. If, during the performance of the work, the Vendor/Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Vendor/Contractor shall promptly report it to Engineer in writing. Vendor/Contractor shall not proceed with the work affected thereby until an amendment or supplement to the Contract Documents has been issued. The more stringent requirements shall apply unless otherwise approved.

E. 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 professional 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.

F. Vendor/Contractor shall make reasonable efforts to identify potential changes which may enhance efficiency, reliability, serviceability or economy of operation, accelerate the construction schedule, reduce cost of construction, or otherwise enhance any benefits to Hernando County. The Vendor/Contractor, in its reasonable judgment, may propose in writing to Hernando County any such potential change, along with its proposed effect on the cost of the work or the installation schedule. Hernando County shall consider any such proposed change in good faith and may, in its sole discretion, approve in writing any such change.

G. Reuse of Documents:

1. Vendor/Contractor and any subcontractor or supplier shall not:

   a. Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

   b. Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

2. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Vendor/Contractor from retaining copies of the Contract Documents for record purposes.

H. Electronic Data:

1. Copies of data furnished by Owner or Engineer to Vendor/Contractor that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the

receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.

3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

6.5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All construction practices, material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA. requirements; the Bidder's signature upon the Bid Form in these bid documents, being by this reference considered a certification of such fact.

6.6. OWNER'S RESPONSIBILITIES AFTER AWARD

A. Communications to Vendor/Contractor: Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Vendor/Contractor through designated Authorized Owner Representative.

B. Furnish Data: Owner shall promptly furnish the data required of Owner under the Contract Documents.

C. Pay When Due: Owner shall make payments to Vendor/Contractor when they are due as provided in the Contract Documents.

D. Lands and Easements; Reports and Tests: Owner's duties to provide lands and easements and to provide engineering surveys to establish reference points are set forth in the Contract Documents. Owner shall identify and make available to Vendor/Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site that have been utilized by the Engineer in preparing the Contract Documents.

E. Change Orders: Owner is obligated to execute change orders as indicated in the Contract Documents.

F. Inspections, Tests, and Approvals: Owner's responsibility regarding certain inspections, tests, and approvals is set forth in the Contract Documents.

G. Limitations on Owner's Responsibilities: The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

H. Undisclosed Hazardous Environmental Condition: Owner's responsibility regarding undisclosed hazardous environmental conditions is set forth in the Contract Documents.

I. Evidence of Financial Arrangements: Owner's responsibility, if any, to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents will be as set forth in the Contract Documents

6.7. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

A. Owner Designated Representative: The duties and responsibilities and the limitations of authority of the Owner's Designated Representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner.

B. Visits to Site:

1. Owner's Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the Owner Designated Representative deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Vendor/Contractor's executed work. Based on information obtained during such visits and observations, the Owner Designated Representative will determine, in general, if the work is proceeding in accordance with the Contract Documents. The Owner Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Owner Designated Representative's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, Owner Designated Representative will keep Owner informed of the progress of the work and will endeavor to guard Owner against defective work.

2. Owner Designated Representative's visits and observations are subject to all the limitations on Owner Designated Representative's authority and responsibility set forth in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES". Particularly, but without limitation, during or as a result of Owner Designated Representative's visits or observations of Vendor/Contractor's work Owner

Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work.

C. Project Representative: If Owner and Owner Designated Representative agree, Owner Designated Representative will furnish a Resident Project Representative to assist Owner Designated Representative in providing more extensive observation of the work. The authority and responsibilities of any such Resident Project Representative and assistants is provided in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES", and limitations on the responsibilities thereof are provided below. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.

D. Authorized Variations in Work: Owner Designated Representative may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a field order and will be binding on Owner and also on Vendor/Contractor, who shall perform the work involved promptly. If Owner or Vendor/Contractor believes that a field order justifies an adjustment in the contract price or contract times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

E. Rejecting Defective Work: Owner Designated Representative will have authority to reject work which Owner Designated Representative believes to be defective, or that Owner Designated Representative believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Owner Designated Representative will also have authority to require special inspection or testing of the work as provided in Section titled "TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK: paragraph titled "TESTS AND INSPECTIONS", whether or not the work is fabricated, installed, or completed.

F. Determinations for Unit Price Work: Owner Designated Representative will determine the actual quantities and classifications of unit price work performed by Vendor/Contractor. Owner Designated Representative will review with Vendor/Contractor the Owner Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Owner

Designated Representative's written decision thereon will be final and binding (except as modified by Owner Designated Representative to reflect changed factual conditions or more accurate data) upon Owner and Vendor/Contractor, subject to the provisions Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" paragraph titled "VENDOR/CONTRACTOR'S FEE".

G. Decisions on Requirements of Contract Documents and Acceptability of Work:

1. Owner Designated Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Owner and Vendor/Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the work, will be referred initially to Owner Designated Representative in writing within thirty (30) days of the event giving rise to the question.

2. Owner Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain Owner's approval to issue decision. If Owner or Vendor/Contractor believes that any such decision entitles them to an adjustment in the contract price or contract times or both, a claim may be made under the provision stated in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

3. Owner Designated Representative's written decision on the issue referred will be final and binding on Owner and Vendor/Contractor, subject to the provisions in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES".

4. When functioning as interpreter and judge under paragraph titled "DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK", Owner Designated Representative will not show partiality to Owner or Vendor/Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

H. Limitations on Owner Designated Representative's Authority and Responsibilities:

1. Neither Owner Designated Representative's authority or responsibility under this paragraph or under any other provision of the Contract Documents nor any decision made by Owner Designated Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner Designated Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner Designated Representative to Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

2. Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner Designated Representative will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.
3. Owner Designated Representative will not be responsible for the acts or omissions of Vendor/Contractor or of any subcontractor, any supplier, or of any other individual or entity performing any of the work.
4. Owner Designated Representative's review of the application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Section titled "PAYMENTS TO CONTRACTOR AND COMPLETION" paragraph titled "REVIEW OF APPLICATIONS" will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
5. The limitations upon authority and responsibility set forth in this paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.

6.8. CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence:

1. The Vendor/Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Vendor/Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.
2. The Vendor/Contractor will keep on the site at all times during its progress a competent, Resident Superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Vendor/Contractor's representative at the site and shall have authority to act on behalf of the Vendor/Contractor. All communications given to the superintendent shall be as binding as if given to the Vendor/Contractor.

B. Labor, Materials and Equipment:

1. The Vendor/Contractor will provide competent, suitable, qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

2. Unless otherwise specified in the Contract Documents, Vendor/Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

3. All materials and equipment will be new except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of Owner. If required by the Owner, the Vendor/Contractor will furnish satisfactory evidence (including reports of required tests and/or purchase receipts) as to the source, kind and quality of materials and equipment furnished.

4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, supplier, fabricator or processors except as otherwise provided in the Contract Documents.

C. Progress Schedule:

1. Vendor/Contractor shall adhere to the Progress Schedule requirements established in the Contract Documents as it may be adjusted from time to time as provided below.

   a. Vendor/Contractor shall submit to Owner Designated Representative for acceptance proposed adjustments in the Progress Schedule that will not result in changing the contract times. Such adjustments will comply with any provisions of the Contract Documents applicable thereto.

   b. Proposed adjustments in the Progress Schedule that will change the contract times shall be submitted in accordance with the requirements stated in the Contract Documents. Adjustments in contract times may only be made by a change order.

   c. All work of this Contract shall be scheduled and monitored by the Vendor/Contractor using the Critical Path Method (CPM). The Vendor/Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Vendor/Contractor will prepare revisions of the schedule to reflect changes in the Vendor/Contractor's plan of performance or changes in the work and submit these revisions to the Owner Designated Representative for acceptance.

   d. The Vendor/Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Owner Designated Representative. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11 inch by 17 inch (11" X 17") paper.

D. Concerning Subcontractors, Suppliers and Others:

1. The Vendor/Contractor will not employ any subcontractor, supplier, other person or entity, whether initially or as a replacement, against whom the Owner may have reasonable objections, nor will the Vendor/Contractor be required to employ any subcontractor, supplier, or other individual or entity, against whom the Vendor/Contractor has reasonable objection.
2. The Vendor/Contractor will not make any substitution for any subcontractor who has been accepted by the Owner, unless the Owner determines that there is good cause for doing so.
3. The Vendor/Contractor will be fully responsible for all acts and omissions of his subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Vendor/Contractor is responsible for Vendor/Contractor's own acts and omissions. Nothing contained in the Contract Documents:
    a. Shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Owner Designated Representative and any such Subcontractor, supplier or other individual or entity, nor
    b. Shall anything in the Contract Documents create any obligation on the part of Owner or Owner Designated Representative to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.
4. Vendor/Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Vendor/Contractor.
5. Vendor/Contractor shall require all subcontractors, suppliers, and such other individuals or entities performing or furnishing any of the work to communicate with Owner Designated Representative through Vendor/Contractor.
6. The divisions and sections of the specifications and the identifications of any drawings shall not control Vendor/Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.
7. All work performed for Vendor/Contractor by a subcontractor or supplier will be pursuant to an appropriate agreement between Vendor/Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Owner Designated Representative. Whenever any such agreement is with a subcontractor or supplier who is listed as an additional insured on the property insurance as provided in the Contract Documents, the agreement between the Vendor/Contractor and the subcontractor or supplier will contain provisions whereby the subcontractor or supplier waives all rights against Owner, Vendor/Contractor, and Owner Designated Representative, and all other individuals or

entities identified in the Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or supplier, Vendor/Contractor will obtain the same.

8. The Vendor/Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

9. The Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the Owner.

6.9. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Patent Fees And Royalties:

1. Vendor/Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of Owner or Owner Designated Representative its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

2. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

B. Use Of Premises:

1. The Vendor/Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

2. The Vendor/Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County property or in public right-of-way areas indicated on the contract drawings as including work to be done pursuant to the Contract Documents. In the event the Vendor/Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Vendor/Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Vendor/Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Vendor/Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

C. Record Documents:

1. Vendor/Contractor shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, addenda, change orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Engineer for Owner.

2. Record Drawings: The Engineer will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each month or as otherwise agreed, the Vendor/Contractor shall submit to the Engineer a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

D. Safety And Protection:

1. Vendor/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor/Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

   a. All employees on the site and other persons who may be affected by the work:

   b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

2. Vendor/Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Vendor/Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

3. All damage, injury, or loss to any property referred to above; caused directly or indirectly, in whole or in part, by Vendor/Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Vendor/Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Vendor/Contractor or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).

4. Vendor/Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Engineer has issued final acceptance.

5. Vendor/Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Vendor/Contractor is obligated to act to prevent threatened damage, injury, or loss. Vendor/Contractor shall give Owner Designated Representative prompt written notice if Vendor/Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner Designated Representative determines that a change in the Contract Documents is required because of the action taken by Vendor/Contractor in response to such an emergency, a change order will be issued.

6.10. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Shop Drawings, Samples and Test Specimens, Additional and Special Submittals:

1. Vendor/Contractor shall submit all shop drawings, samples and test specimens, additional and special submittals to Owner Designated Representative for review and approval in accordance with the acceptable Schedule of Submittals. The Vendor/Contractor's attention is directed to the individual specification sections in these Contract Documents which may contain additional and special submittal requirements.

    a. Shop Drawings:

        i. Submit number of copies specified in the specifications.

        ii. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable Owner Designated Representative to review the information for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor’s convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor’s progress and understanding of the design.

        iii. Should the Vendor/Contractor propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner Designated Representative 's preliminary review), the Vendor/Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

        iv. The Vendor/Contractor agrees that shop drawing submittals processed by the Owner Designated Representative do not become Contract Documents and are not change orders.

    b. Samples and Test Specimens:

        i. Submit number of samples and/or test specimens as required in the specifications. Where required in the specifications, and as determined necessary by the Owner Designated Representative, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Owner Designated Representative at the Vendor/Contractor's expense, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

        ii. Clearly identify each as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner Designated Representative may require enabling Owner Designated Representative to review the submittal for the limited purposes of establishing a reporting procedure and is

intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.

iii. All samples and test specimens shall be submitted in ample time to enable the Owner Designated Representative to make any examinations necessary, without delay to the work. The Vendor/Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Owner Designated Representative, as specified.

iv. The Vendor/Contractor shall submit additional samples as required by the Owner Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.

v. Laboratory tests and examinations that the Owner elects to have made by an independent testing laboratory will be made at no cost to the Vendor/Contractor, except that, if a sample of any material or equipment proposed for use by the Vendor/Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Vendor/Contractor.

vi. All tests required by the specifications to be performed by an independent laboratory shall be made by an Owner approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the Owner Designated Representative. The samples furnished and the cost for the laboratory services shall be at the expense of the Vendor/Contractor and included in the prices bid for the associated work.

vii. Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the Owner Designated Representative for reference.

c. Submittals:

i. All technical submittals shall be fully sufficient in detail for determination of compliance with the Contract Documents.

ii. Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the Vendor/Contractor shall not add to the Contract amount, and all additional costs which may result therefrom shall be solely the obligation of the Vendor/Contractor.

iii. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.

iv. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Owner Designated Representative has reviewed same and returned copies with stamp and signature indicating action taken.

2. Where shop drawings, samples, additional technical or special submittals are required by the Contract Documents or the Schedule of Submittals, any related work performed prior to Owner Designated Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Vendor/Contractor.

3. Submittal Procedures:

   a. Submittals shall be addressed to the Owner Designated Representative as defined in these construction documents. Before submitting each shop drawing, sample, test specimens or other technical submittal, Vendor/Contractor shall have determined and verified:

      i. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

      ii. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;

      iii. All information relative to Vendor/Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

      iv. Shall also have reviewed and coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Contract Documents.

   b. Each submittal shall bear a stamp or specific written certification that Vendor/Contractor has satisfied Vendor/Contractor's obligations under the Contract Documents with respect to Vendor/Contractor's review and approval of that submittal. The practice of submitting incomplete or unchecked shop drawings for the Owner Designated Representative to correct or finish will not be acceptable. shop drawings which, in the opinion of the Owner Designated Representative, clearly indicate that they have not been checked by the Vendor/Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Vendor/Contractor for resubmission in the proper form.

   c. With each submittal, Vendor/Contractor shall give Owner Designated Representative specific written notice of any variations, that the shop drawing or sample may have

from the requirements of the Contract Documents. This notice shall be both a written communication separate from the shop drawings or sample submittal; and, in addition, by a specific notation made on each shop drawing or sample submitted to Owner Designated Representative for review and approval of each such variation.

d. The Vendor/Contractor shall submit to the Owner Designated Representative for his review five (5) copies of shop drawings, electrical diagrams, performance data and pump curves, wiring and control diagrams, special features, interface schematic diagrams, catalog information and cuts for fabricated items and manufactured items including structural, mechanical, electrical, plumbing, process, instrumentation and control systems and equipment furnished under this Contract. Shop drawings shall be submitted in sufficient time to allow the Owner Designated Representative not less than twenty (20) regular working days for examining the drawings.

4. Owner Designated Representative's Review:

a. Owner Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to Owner Designated Representative. Owner Designated Representative's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

b. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

c. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

5. Re-submittal Procedures:

a. Vendor/Contractor shall make corrections required by Owner Designated Representative and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Vendor/Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner Designated Representative on previous submittals. Costs incurred by Owner Designated Representative, and/or Owner, related to review and approval of additional submittals beyond that associated with the original submittal and one (1) re-submittal will be the responsibility of the Vendor/Contractor.

6. Certificates of Compliance:

a. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Owner Designated Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

b. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Vendor/Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

c. The Owner Designated Representative reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.

d. The form of the Certificate of Compliance and its disposition shall be as directed by the Owner Designated Representative.

6.11. CONTRACTOR'S RESPONSIBILITES (continued)

A. Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph entitled "DELAYS" or as Owner and Vendor/Contractor may otherwise agree in writing.

B. Use of Site and Other Areas:

1. Limitation on Use of Site and Other Areas:

    a. Vendor/Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by laws and regulations, and shall not unreasonably encumber the site and other areas with construction equipment or other materials or equipment. Vendor/Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.

    b. Should any claim be made by any such owner or occupant because of the performance of the work, Vendor/Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

    c. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner Designated Representative, or any other party indemnified hereunder to the extent caused by or based upon Vendor/Contractor's performance of the work.

2. Removal of Debris During Performance of the Work: During the progress of the work Vendor/Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

3. Clean Up: The Vendor/Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Vendor/Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. If at any time during construction of this project, the Vendor/Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Vendor/Contractor shall be deducted from amounts due to the Vendor/Contractor. Prior to Substantial Completion of the work, Vendor/Contractor shall clean the site and the work and make it ready for utilization by Owner. At the completion of the work Vendor/Contractor shall remove from

the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

4. Loading Structures: Vendor/Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Vendor/Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

C. Vendor/Contractor's General Warranty and Guarantee:

1. Vendor/Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner Designated Representative and its related entities shall be entitled to rely on representation of Vendor/Contractor's warranty and guarantee. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or any inspections, test or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Bid Specification.

2. Vendor/Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

   a. Abuse, modification, or improper maintenance or operation by persons other than Vendor/Contractor, subcontractors, suppliers, or any other individual or entity for whom Vendor/Contractor is responsible; or

   b. Normal wear and tear under normal usage.

3. Vendor/Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Vendor/Contractor's obligation to perform the work in accordance with the Contract Documents:

   a. Observations by Owner Designated Representative;

   b. Recommendation by Owner Designated Representative or payment by Owner of any progress or final payment;

   c. The issuance of a certificate of Substantial Completion by Owner Designated Representative or any payment related thereto by Owner;

   d. Use or occupancy of the work or any part thereof by Owner;

   e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner Designated Representative;

f. Any inspection, test, or approval by others; or

g. Any correction of defective work by Owner.

4. The Vendor/Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the state board of health or of the Owner Designated Representative.

5. The Vendor/Contractor shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at any outlying points determined by the Owner to be necessary to satisfy project requirements and to maintain safe operations at the landfill. If traffic control is necessary, the Vendor/Contractor shall prepare a detailed traffic control plan. This plan shall be approved in writing by the Owner prior to implementation by the Vendor/Contractor.

D. Delegation of Professional Design Services:

1. Vendor/Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the work or unless such services are required to carry out Vendor/Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Vendor/Contractor shall not be required to provide professional services in violation of applicable law.

2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Vendor/Contractor by the Contract Documents, Owner and Owner Designated Representative will specify all performance and design criteria that such services must satisfy. Vendor/Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Owner Designated Representative.

3. Owner and Owner Designated Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Owner Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.

4. Owner Designated Representative's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner Designated Representative's review and approval of shop drawings and other

submittals (except design calculations and design drawings) will be only for the purpose of determining if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

5. Vendor/Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.12. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:

A. Availability of Lands:

1. Owner shall furnish the site. Owner shall notify Vendor/Contractor of any encumbrances or restrictions not of general application but specifically related to use of the site with which Vendor/Contractor must comply in performing the work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, as a result of any delay in Owner's furnishing the site or a part thereof, Vendor/Contractor may make a claim therefore as provided in the Contract Documents.

2. Upon reasonable written request, Owner shall furnish Vendor/Contractor with a current statement of record legal title and legal description of the lands upon which the work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable laws and regulations.

3. Vendor/Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

B. Subsurface and Physical Conditions:

1. Reports and Drawings:

   a. Those reports of explorations and tests of subsurface conditions at or contiguous to the site that Owner Designated Representative has used in preparing the Contract Documents; and

   b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the Contract Documents will be included in the Contract Documents as Attachments.

2. Limited reliance by Vendor/Contractor on technical data authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Contract Documents. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

    a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Vendor/Contractor,

    b. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

    c. Any Vendor/Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3. Differing Subsurface or Physical Conditions:

    a. Notice: If Vendor/Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

        i. Is of such a nature as to establish that any technical data on which Vendor/Contractor is entitled to rely as provided in Titled "UNDERGROUND FACILITIES" is materially inaccurate; or

        ii. Is of such a nature as to require a change in the Contract Documents; or

        iii. Differs materially from that shown or indicated in the Contract Documents; or

        iv. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Owner Designated Representative in writing about such condition. Vendor/Contractor shall not further disturb such condition or perform any work in connection therewith until receipt of written order to do so.

    b. Owner Designated Representative's Review: After receipt of written notice, Owner Designated Representative will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Vendor/Contractor) of Owner Designated Representative's findings and conclusions.

    c. Possible Price and Times Adjustments:

i. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Vendor/Contractor's cost of, or time required for, performance of the work; subject, however, to the following:

I. Such condition must meet any one (1) or more of the categories described in Section Titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph titled "DELAYS" and

II. With respect to work that is paid for on a unit price basis, any adjustment in contract price will be subject to the provisions of stated in the Contract Documents.

ii. Vendor/Contractor shall not be entitled to any adjustment in the contract price or contract times if:

I. Vendor/Contractor knew of the existence of such conditions at the time Vendor/Contractor made a final commitment to Owner with respect to contract price and contract times by the submission of a bid or becoming bound under a negotiated Contract; or

II. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Vendor/Contractor prior to Vendor/Contractor's making such final commitment; or

III. Vendor/Contractor failed to give the written notice as required by provisions above.

iii. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, a claim may be made therefore as provided in Contract Documents. However, Owner and Owner Designated Representative, and any of their related entities shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

4. Underground Facilities:

a. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such

underground facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Bid documents:

i. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

ii. The cost of all of the following will be included in the contract price, and Vendor/Contractor shall have full responsibility for:

I. Reviewing and checking all such information and data,

II. Locating all underground facilities shown or indicated in the Contract Documents,

III. Coordination of the work with the owners of such underground facilities, including Owner, during construction, and

IV. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the work.

iii. The Vendor/Contractor shall locate all existing utilities, vertical and horizontal, prior to commencement of construction and any excavation.

b. Not Shown or Indicated:

i. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, identify the owner of such underground facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such time, Vendor/Contractor shall be responsible for the safety and protection of such underground facility.

ii. If Engineer concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract price or contract times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Vendor/Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the

amount or extent, if any, of any such adjustment in contract price or contract times, Owner or Vendor/Contractor may make a claim therefore as provided in the Contract Documents.

c. Obstructions:

i. Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or bench mark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.

6.13. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS: (continued)

A. Reference Points:

1. Owner shall provide engineering surveys to establish reference points for construction which in Owner Designated Representative's judgment are necessary to enable Vendor/Contractor to proceed with the work. Vendor/Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Vendor/Contractor shall report to Owner Designated Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

2. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The number and extent of such control will be designated to the Vendor/Contractor by the Owner Designated Representative prior to bid opening, upon request. It shall be the responsibility of the Vendor/Contractor to check all stakes as set by

the Engineer for possible error. The Vendor/Contractor shall furnish, free of charge, all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the stakes or marks are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3. The Vendor/Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Owner Designated Representative for, and received from him, such points as may be necessary as the work progresses. The work shall be done in strict conformity with such points.

    a. Alignment Markers. The markers for alignment and location information which are shown on the plans have been previously established by a Florida registered land surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The Vendor/Contractor shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The Vendor/Contractor shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Vendor/Contractor shall employ a Florida registered land surveyor to reset or replace them.

    b. Bench Marks. The Vendor/Contractor shall lay out his work from bench marks and elevations set by the Engineer. Bench marks and elevations set by the Engineer will be shown and explained to the Vendor/Contractor. Thereafter, these bench marks and elevations become the sole responsibility of the Vendor/Contractor, and if replacement is required, either at the request of the Vendor/Contractor or in the judgment of the Owner Designated Representative, the Vendor/Contractor shall pay for the cost of replacement. The Vendor/Contractor shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

B. Hazardous Environmental Condition at Site:

1. Reports and Drawings: Any reports and drawings relating to a hazardous environmental condition identified at the site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents will be included in the Contract Documents as Attachments under Reference Documents.

2. Limited Reliance by Vendor/Contractor on Technical Data Authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Technical Specifications. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

    a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Vendor/Contractor and safety precautions and programs incident thereto; or

    b. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings;

3. Vendor/Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the work. Vendor/Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the site by Vendor/Contractor, subcontractors, suppliers, or anyone else for whom Vendor/Contractor is responsible.

4. If Vendor/Contractor encounters a hazardous environmental condition or if Vendor/Contractor or anyone for whom Vendor/Contractor is responsible creates a hazardous environmental condition, Vendor/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Owner Designated Representative (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Owner Designated Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

5. Vendor/Contractor shall not be required to resume work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Vendor/Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such work may be resumed safely. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in contract price or contract times, or both, as a result of such work stoppage or such special conditions under which work is agreed to be resumed by Vendor/Contractor, either party may make a claim therefore as provided in the Contract Documents.

6. If after receipt of such written notice Vendor/Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then Owner may order the portion of the work that is in the area affected by such condition to be deleted from the work. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in contract price or contract times as a result of deleting such portion of the work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the work performed by Owner's own forces or others in accordance with Section "Other Work at the Site".
7. The provisions in this paragraph do not apply to a hazardous environmental condition uncovered or revealed at the site.

6.14. PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after the effective date of the contract, but before Vendor/Contractor starts the work at the site, a conference attended by Vendor/Contractor, Owner Designated Representative, and other County staff personnel as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling shop drawings and other submittals and for processing Applications for Payment, MOT, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the work.

6.15. INITIAL ACCEPTANCE OF SCHEDULES:

At least ten (10) days before submission of the first application for payment, a conference attended by Vendor/Contractor, Owner Designated Representative, and others as appropriate will be held to review for acceptability to Owner Designated Representative. Vendor/Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and re-submit the schedules. No progress payment shall be made to Vendor/Contractor until acceptable schedules are submitted to Owner Designated Representative.

A. The Progress Schedule will be acceptable to Owner Designated Representative if it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Owner Designated Representative responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Vendor/Contractor from Vendor/Contractor's full responsibility therefore.

B. Vendor/Contractor's Schedule of Submittals will be acceptable to Owner Designated Representative if it provides a workable arrangement for reviewing and processing the required submittals.

C. Vendor/Contractor's Schedule of Values will be acceptable to Owner Designated Representative as to form and substance if it provides a reasonable allocation of the contract price to component parts of the work.

6.16. CHANGES IN THE WORK; CLAIMS:

A. Authorized Changes in the Work:

1. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the work by a Change Order. Upon receipt of any such document, Vendor/Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

2. All Owner ordered Change Orders will be subject to approval as specified under the provisions of section 218.755, F.S. and as stipulated in the Contract Agreement attached herein.

3. If Owner and Vendor/Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the contract price or contract times, or both, that should be allowed as a result of a change order, a claim may be made therefor as provided in the Paragraph titled: "CLAIMS" below.

B. Unauthorized Changes in the Work: Vendor/Contractor shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency as stated in Paragraph titled "EMERGENCIES" above, or in the case of uncovering work as stated in Paragraph titled "UNCOVERING WORK", below.

C. Execution of Change Orders:

1. Owner and Vendor/Contractor shall execute appropriate change orders recommended by Owner Designated Representative covering:

   a. Changes in the work which are: (i) ordered by Owner pursuant to Paragraph titled "AUTHORIZED CHANGED IN THE WORK" above, (ii) required because of acceptance of defective work pursuant to Paragraph titled "ACCEPTANCE OF DEFECTIVE WORK", below or Owner's correction of defective work pursuant to Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK" , below or (iii) agreed to by the parties;

   b. Changes in the contract price or contract times which are agreed to by the parties, including any undisputed sum or amount of time for work actually performed in accordance with a change order; and

   c. Changes in the contract price or contract times which embody the substance of any written decision rendered by Owner Designated Representative pursuant to Section

titled "TESTS AND INSPECTIONS: CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", below ; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Vendor/Contractor shall carry on the work and adhere to the Progress Schedule as provided in Section titled "STARTING THE WORK", above.

2. The contract price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the contract price. The Contract Price may only be changed by a change order. Any claim for an increase in the Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by the Owner Designated Representative. Any change in the contract price shall be incorporated in a change order.

D. Notification to Surety: If notice of any change affecting the general scope of the work or the provisions of the Contract Documents (including, but not limited to, contract price or contract times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Vendor/Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

E. Claims:

1. Chief Procurement Officer's Decision Required: All claims, except those waived pursuant to Paragraph titled "WAIVER OF CLAIMS", below, shall be referred to the Chief Procurement Officer for decision. A decision by the Chief Procurement Officer shall be required as a condition precedent to any exercise by Owner or Vendor/Contractor of any rights or remedies either may otherwise have under Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK", below or by laws and regulations in respect of such claims.

2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT PRICE", above. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT TIMES". Each claim shall be accompanied by claimant's written statement that the

adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

   a. Deny the claim in whole or in part,

   b. Approve the claim, or

   c. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

5. Chief Procurement Officer's written action or denial pursuant to Paragraphs 3. and 4., above will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

6. No claim for an adjustment in contract price or contract times will be valid if not submitted in accordance with the provisions stated in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" .

6.17. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

A. Cost of the Work:

1. Costs Included: The term cost of the work means the sum of all costs, except those excluded according to Section titled "COSTS EXCLUDED" below, necessarily incurred and paid by Vendor/Contractor in the proper performance of the work. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, the costs to be reimbursed to Vendor/Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Section titled "COSTS EXCLUDED".

a. Payroll costs for employees in the direct employ of Vendor/Contractor in the performance of the work under schedules of job classifications agreed upon by Owner and Vendor/Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the site. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include Social Security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Vendor/Contractor unless Owner deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Vendor/Contractor shall make provisions so that they may be obtained.

c. Payments made by Vendor/Contractor to subcontractors for work performed by subcontractors. If required by Owner, Vendor/Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Vendor/Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner Designated Representative, which bids, if any, will be acceptable. If any subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work and fee shall be determined in the same manner as Vendor/Contractor's cost of the work and fee as provided in this Section titled "COST OF THE WORK".

d. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.

e. Supplemental costs including the following:

    i. The proportion of necessary transportation, travel, and subsistence expenses of Vendor/Contractor's employees incurred in discharge of duties connected with the work.

    ii. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site, and

hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of Vendor/Contractor.

iii. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Vendor/Contractor or others in accordance with rental agreements approved by Owner with the advice of the Owner Designated Representative, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

iv. Sales, consumer, use, and other similar taxes related to the work, and for which Vendor/Contractor is liable, imposed by laws and regulations.

v. Deposits lost for causes other than negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

vi. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by Vendor/Contractor in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract Documents), provided such losses and damages have resulted from causes other than the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining Vendor/Contractor's fee.

vii. The cost of utilities, fuel, and sanitary facilities at the site.

viii. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressages, and similar petty cash items in connection with the work.

ix. Vendor/Contractor is required by the Contract Documents to purchase and maintain all bonds and insurance.

2. Costs Excluded: The term cost of the work shall not include any of the following items:

a. Payroll costs and other compensation of Vendor/Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, procurement and contracting agents, expediters, timekeepers, clerks, and other

personnel employed by Vendor/Contractor, whether at the site or in Vendor/Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 1. (in this section) or specifically covered by Paragraph 1. d. (in this section), all of which are to be considered administrative costs covered by the Vendor/Contractor's fee.

i. Expenses of Vendor/Contractor's principal and branch offices other than Vendor/Contractor's office at the site.

ii. Any part of Vendor/Contractor's capital expenses, including interest on Vendor/Contractor's capital employed for the work and charges against Vendor/Contractor for delinquent payments.

iii. Costs due to the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

iv. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 1. and 2. (in this section).

3. Vendor/Contractor's Fee: When all the work is performed on the basis of cost-plus, Vendor/Contractor's fee shall be determined as set forth in the Agreement. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, Vendor/Contractor's fee shall be determined as set forth in Section titled: "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" Paragraph titled: "VENDOR/CONTRACTOR'S FEE".

4. Documentation: Whenever the cost of the work for any purpose is to be determined pursuant to Paragraph 1.(in this section), Vendor/Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner Designated Representative an itemized cost breakdown together with supporting data.

B. Allowances:

1. It is understood that Vendor/Contractor has included in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

2. Cash Allowances:

a. Vendor/Contractor agrees that:

i. The cash allowances include the cost to Vendor/Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

ii. Vendor/Contractor's costs for unloading and handling on the site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

3. Contingency Allowance: Vendor/Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

4. Prior to final payment, an appropriate change order will be issued as recommended by Engineer to reflect actual amounts due Vendor/Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

C. Unit Price Work:

1. Where the Contract Documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Vendor/Contractor will be made by Owner Designated Representative subject to the provisions stated in the Contract Documents.

3. Each unit price will be deemed to include an amount considered by Vendor/Contractor to be adequate to cover Vendor/Contractor's overhead and profit for each separately identified item.

6.18. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Change of Contract Price:

A. The Contract Price may only be changed by a change order. Any claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the Owner Designated Representative and the Chief Procurement Officer to the Contract in accordance with Section titled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Claims" above .

B. The value of any work covered by a change order or of any claim for an adjustment in the Contract Price will be determined as follows:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions stated in Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "UNIT PRICE WORK"; or

2. Where the work involved is not covered by unit prices contained in the Contract Documents, but by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with above Section titled: COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "CASH ALLOWANCES"); or

3. Where the work involved is not covered by unit prices contained in the Contract Documents and Agreement to a lump sum is not reached under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "COST OF THE WORK" , on the basis of the cost of the work, plus a Vendor/Contractor's fee for overhead and profit as described in this Section, Paragraph titled "VENDOR/CONTRACTOR'S FEE", immediately below.

C. Vendor/Contractor's Fee: The Vendor/Contractor's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the cost of the work:

   a. For costs incurred under Paragraphs B.1. and B.2. (in this section), the Vendor/Contractor's fee shall be fifteen percent (15%);

   b. For costs incurred under Paragraph B.3. (in this section) , the Vendor/Contractor's fee shall be five percent (5%);

   c. Where one (1) or more tiers of Sub-Contracts are on the basis of cost of the work plus a fee and no fixed fee is agreed upon, the intent of Paragraph C.2.a. above (in this section) is that the subcontractor who actually performs the work, at whatever tier, will be paid a fee of fifteen percent (15%) of the costs incurred by such subcontractor under Paragraphs B.1 and B.2. (in this section) and that any higher tier subcontractor and Vendor/Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier subcontractor;

   d. No fee shall be payable on the basis of costs itemized under Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "COST OF THE WORK", "COSTS INCLUDED" paragraph 1.A.4, 1.A.5 and 1.B.;

   e. The amount of credit to be allowed by Vendor/Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in

cost plus a deduction in Vendor/Contractor's fee by an amount equal to five percent (5%) of such net decrease; and

f. When both additions and credits are involved in any one (1) change, the adjustment in Vendor/Contractor's fee shall be computed on the basis of the net change in accordance with above Paragraphs (in this section) C.2.a. through C.2.f., inclusive.

D. In such case, the Vendor/Contractor will submit in the form prescribed by the Owner, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

6.19. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES (continued)

A. Change of Contract Times:

1. The Contract Times may only be changed by a change order. Any claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of Section titled " CHANGES INT HE WORK; CLAIMS" paragraph titled "CLAIMS".

2. Any adjustment of the contract times covered by a change order or any claim for an adjustment in the contract times will be determined in accordance with the provisions of this paragraph.

B. Delays:

1. Where Vendor/Contractor is prevented from completing any part of the work within the contract times due to delay beyond the control of Vendor/Contractor, the contract times will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS, paragraph titled "CLAIMS". Delays beyond the control of Vendor/Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other Vendor/Contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

2. If Owner, Engineer, or other Vendor/Contractors or utility owners performing other work for Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the work, then Vendor/Contractor shall be entitled to an equitable adjustment in the contract price or the contract times, or both. Vendor/Contractor's entitlement to an adjustment of the contract times is conditioned on such adjustment being essential to Vendor/Contractor's ability to complete the work within the contract times.

3. If Vendor/Contractor is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Vendor/Contractor, then Vendor/Contractor shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to Vendor/Contractor's ability to complete the work within the Contract Times. Such an adjustment shall be Vendor/Contractor's sole and exclusive remedy for the delays described in this paragraph.

    a. Time Extensions for Delays Caused by Weather - Extensions of Contract Time for delays caused by the effects of inclement weather are justified only when inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

        i. The Vendor/Contractor being unable to work at least fifty percent (50%) of the normal work day on the predetermined controlling work items; or

        ii. The Vendor/Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

        iii. Vendor/Contractor must submit a written notice along with their updated Progress Schedule with their monthly progress payment request. If no monthly progress payment is being submitted for the month, then a written notice within thirty (30) days after occurrence of the event(s) giving rise to the weather delays must be submitted to the Owner, Engineer or designated person.

    b. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

    c. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

    d. Weather Delays for Projects - Time extensions will be granted on a contract day per delayed day.

        i. The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled work days and the controlling items of work. The initial progress schedule must be approved and agreed to by Owner, Engineer, or designated person and Contractor's Representative prior to the notice to proceed being issued and before any work has been performed and monthly when

submitted with the pay request if any changes have occurred during the reporting period. No weather delays will be recognized before the Vendor/Contractor actually begins work or attempts to begin work in accordance with the approved project work schedule. Weather delays will be granted only during the authorized contract time period.

ii. The Owner, Engineer or designated person shall review the request and the daily reports and determine if these delays are authorized. A written response will be given to the Contractor/Vendor within five (5) business days after receipt of the request. The Chief Procurement Officer will be provided a copy of this letter and any related correspondence.

4. Owner, Engineer and the related entities of each of them shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

5. Vendor/Contractor shall not be entitled to an adjustment in contract price or contract times for delays within the control of Vendor/Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Vendor/Contractor.

6.20. TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:

A. Notice of Defects: Prompt notice of all defective work of which Owner or Engineer has actual knowledge will be given to Vendor/Contractor. All defective work may be rejected, corrected, or accepted as provided in this Paragraph.

B. Access to Work: Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and the work at reasonable times for their observation, inspecting, and testing. Vendor/Contractor shall provide them proper and safe conditions for such access and advise them of Vendor/Contractor's site safety procedures and programs so that they may comply therewith as applicable.

C. Tests and Inspections:

1. Vendor/Contractor shall give Engineer timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

2. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

    a. For inspections, tests, or approvals covered by Paragraphs D. and E. below;

    b. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph C.2. shall be paid according to Paragraph E.; and

    c. As otherwise specifically provided in the Contract Documents.

3. If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Vendor/Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner Designated Representative the required certificates of inspection or approval.

4. Vendor/Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Owner Designated Representative's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Vendor/Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Owner Designated Representative.

5. If any work (or the work of others) that is to be inspected, tested, or approved is covered by Vendor/Contractor without written concurrence of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for observation.

6. Uncovering work as provided in Paragraph D. shall be at Vendor/Contractor's expense unless Vendor/Contractor has given Engineer timely notice of Vendor/Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

7. Periodic inspections will be held throughout the work at the discretion of the Owner and Engineer to verify progress and compliance to Contract Documents, pay requests and general quality control.

8. Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punch-list of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Vendor/Contractor, Owner Designated Representative and Owner.

9. Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be

mandatory prior to approval of final pay request. Finals shall be made with a representative of the Vendor/Contractor, Engineer and Owner.

D. Uncovering Work:

1. If any work is covered contrary to the written request of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.

2. If Owner Designated Representative considers it necessary or advisable that covered work be observed by Owner Designated Representative or inspected or tested by others, Vendor/Contractor, at Owner Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material, and equipment.

3. If it is found that the uncovered work is defective, Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the contract price. if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

4. If, the uncovered work is not found to be defective, and there are no related inspection requirements in the contract documents, Vendor/Contractor shall be allowed an increase in the contract price or an extension of the contract times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Vendor/Contractor may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

E. Owner Designated Representative May Stop the Work: If the work is defective, or Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the contract documents, Owner may order Vendor/Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

F. Correction or Removal of Defective Work:

1. Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner Designated Representative, remove it from the project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

2. When correcting defective work under the terms of this paragraph or the paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.

G. Correction Period:

1. If within one (1) year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the contract documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

   a. Repair such defective land or areas; or

   b. Correct such defective work; or

   c. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and

   d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

2. If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.

3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.

4. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under above paragraph F, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

5. Vendor/Contractor's obligations under above paragraph F. are in addition to any other obligation or warranty. The provisions of Paragraph F. shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

H. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Owner Designated Representative's recommendation of final payment, Owner Designated Representative) prefers to accept it, Owner may do so. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner Designated Representative as to reasonableness) and the diminished value of the work to the extent not otherwise paid by Vendor/Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner Designated Representative's recommendation of final payment, a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work, and Owner shall be entitled to an appropriate decrease in the contract price, reflecting the diminished value of work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS". If the acceptance occurs after such recommendation, an appropriate amount will be paid by Vendor/Contractor to Owner.

I. Owner May Correct Defective Work:

1. If Vendor/Contractor fails within a reasonable time after written notice from Owner Designated Representative to correct defective work or to remove and replace rejected work as required by Owner Designated Representative in accordance with Paragraph F., or if Vendor/Contractor fails to perform the work in accordance with the contract documents, or if Vendor/Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Vendor/Contractor, correct or remedy any such deficiency.

2. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site, take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor

shall allow Owner, Owner's representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under Paragraph I. will be charged against Vendor/Contractor, and a change order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Vendor/Contractor's defective work.

4. Vendor/Contractor shall not be allowed an extension of the contract times because of any delay in the performance of the work attributable to the exercise by Owner of Owner's rights and remedies under Paragraph I.

6.21. PAYMENTS TO CONTRACTOR AND COMPLETION

A. Schedule of Values: The Schedule of Values established as provided in Section titled "STARTING THE WORK", paragraph A. 2. c. will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to Owner Designated Representative. Progress payments on account of unit price work will be based on the number of units completed.

B. Progress Payments:

1. Application for Payments:

a. At least twenty (20) business days before the date established in the Agreement for each progress payment (but not more often than once a month), Vendor/Contractor shall submit to Owner Designated Representative for review an application for payment filled out and signed by vendor/contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the contract documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment all of which must be satisfactory to Owner.

b. Beginning with the second application for payment, each application shall include an affidavit of Vendor/Contractor stating that all previous progress payments received on account of the work have been applied on account to discharge Vendor/Contractor's legitimate obligations associated with prior applications for payment.

c. The amount of retainage with respect to progress payments will be as stipulated in Article 5.02 of the construction agreement.

d. All progress payments will be subject to withholding and payment of retainage as specified under the provisions of Ch. 218.735, F.S. and as stipulated in the Contract Agreement attached herein. Payment requests will be processed within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S.

2. Review of Applications:

a. Owner Designated Representative will, within five (5) business days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to Owner or return the application to Vendor/Contractor indicating in writing Owner Designated Representative's reasons for refusing to recommend payment. In the latter case, Vendor/Contractor may make the necessary corrections and resubmit the application.

b. Owner Designated Representative's recommendation of any payment requested in an application for payment will constitute a representation by Owner Designated Representative to Owner, based on Owner Designated Representative's observations on the site of the executed work as an experienced and qualified design professional and on Owner Designated Representative's review of the application for payment and the accompanying data and schedules, that to the best of Owner Designated Representative's knowledge, information and belief:

i. The work has progressed to the point indicated;

ii. The quality of the work is generally in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price work under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK",, and to any other qualifications stated in the recommendation); and

iii. The conditions precedent to Vendor/Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Owner Designated Representative's responsibility to observe the work.

c. By recommending any such payment Owner Designated Representative will not thereby be deemed to have represented that:

   i. Inspections made to check the quality or the quantity of the work as it has been performed have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Owner Designated Representative in the Contract Documents; or

   ii. That there may not be other matters or issues between the parties that might entitle Vendor/Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Vendor/Contractor.

d. Neither Owner Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor Owner Designated Representative's recommendation of any payment, including final payment, will impose responsibility on Owner Designated Representative:

   i. To supervise, direct, or control the work, or

   ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   iii. For Vendor/Contractor's failure to comply with laws and regulations applicable to Vendor/Contractor's performance of the work, or

   iv. To make any examination to ascertain how or for what purposes Vendor/Contractor has used the moneys paid on account of the contract price, or

   v. To determine that title to any of the work, materials, or equipment has passed to Owner free and clear of any liens.

e. Owner Designated Representative may refuse to recommend the whole or any part of any payment if, in Owner Designated Representative's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 2.b., above. Owner Designated Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner Designated Representative's opinion to protect Owner from loss because:

   i. The work is defective, or completed work has been damaged, requiring correction or replacement;

   ii. The contract price has been reduced by change orders;

   iii. Owner has been required to correct defective work or complete work in accordance with above Paragraph titled "Owner May Correct Defective Work" in Section titled:

"TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK"; or

iv. Owner Designated Representative has actual knowledge of the occurrence of any of the events enumerated in below Paragraph titled "Owner May Terminate for Cause: " in Section titled: "TERMINATION AND SUSPENSION OF WORK".

3. Payment Becomes Due: The application for payment, and all of the required Federal and State submittals, with the Owner Designated Representative's recommendations will be presented to the Owner for consideration. If the Owner finds the application for payment acceptable, the recommended amount, less any reduction under the provisions of Paragraph B. 2. (in this section), will become due twenty-five (25) business days after the application for payment is presented to the Owner, and the Owner will make payment to the Vendor/Contractor.

4. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5. Reduction in Payment:

   a. Owner may refuse to make payment of the full amount recommended by Owner Designated Representative because:

      i. Claims have been made against Owner on account of Vendor/Contractor's performance or furnishing of the work;

      ii. Liens have been filed in connection with the work, except where Vendor/Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

      iii. The Vendor/Contractor's performance or furnishing of the work is inconsistent with funding agency requirements;

      iv. There are other items entitling Owner to a set off against the amount recommended; or

      v. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs B. 2. e. i. through B. 2. e. iii. (in this section) or below Paragraph titled " Owner May Terminate for Cause" in Section titled: "TERMINATION AND SUSPENSION OF WORK.".

b. If Owner refuses to make payment of the full amount recommended by Owner Designated Representative, Owner will (in no case more than twenty (20) business days after receipt and twenty-five (25) business days for payment) give Vendor/Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Vendor/Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Vendor/Contractor, when Vendor/Contractor corrects to Owner's satisfaction the reasons for such action.

c. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph B. 3. (in this section).

d. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Vendor/Contractor.

C. Vendor/Contractor's Warranty of Title:

1. Vendor/Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Vendor/Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an Agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Vendor/Contractor or such other person.

2. In compliance with the above and as verification of the Vendor/Contractor's compliance with applicable provisions of the Per sec. 20.055(5), F.S., Part VII, Ch. 218.735, F.S., concerning payment to subcontractors and suppliers, the Vendor/Contractor, in addition to any other payment provisions set in this contract, shall prior to submission of the second application for payment, produce for the Owner evidence, in the form of releases of lien or subcontractor(s)/suppliers affidavits of payment received, that all subcontractors and suppliers have been paid any sum or sums then due within the time periods so specified. This reporting process shall be repeated following each succeeding payment to the Vendor/Contractor throughout the life of the Contract. A failure on the part of the Vendor/Contractor to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases or payment affidavits are provided.

D. Partial Utilization:

1. Prior to Substantial Completion of all the work, Owner may use or occupy any substantially completed part of the work which has specifically been identified in the Contract Documents, or which Owner, Owner Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by Owner for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.

    a. Owner at any time may request Vendor/Contractor in writing to permit Owner to use or occupy any such part of the work which Owner believes to be ready for its intended use and substantially complete. If and when Vendor/Contractor agrees that such part of the work is substantially complete, Vendor/Contractor will certify to Owner and Owner Designated Representative that such part of the work is substantially complete and request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

    b. Vendor/Contractor at any time may notify Owner and Owner Designated Representative in writing that Vendor/Contractor considers any such part of the work ready for its intended use and is thus substantially complete and may request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

    c. Within a reasonable time after either such request, Owner, Vendor/Contractor, and Owner Designated Representative shall make an inspection of that part of the work to determine its status of completion. If Owner Designated Representative does not consider that part of the work to be substantially complete, Owner Designated Representative will notify Owner and Vendor/Contractor in writing giving the reasons therefore. If Owner Designated Representative considers that part of the work to be substantially complete, the provisions stated herein will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.

    d. No use or occupancy or separate operation of part of the work may occur prior to compliance with the requirements of the contract documents regarding property insurance.

E. Substantial Completion:

1. When Vendor/Contractor considers the entire work ready for its intended use Vendor/Contractor shall notify Owner and Owner Designated Representative in writing that the entire work is substantially complete (except for items specifically listed by Vendor/Contractor as incomplete) and request that the Owner issue a certificate of substantial completion.

2. Promptly after Vendor/Contractor's notification, Owner, Agency, Vendor/Contractor, and Owner Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If Owner Designated Representative does not consider the work substantially complete, Owner Designated Representative will notify Vendor/Contractor in writing giving the reasons therefore.

3. If the Owner Designated Representative considers the work substantially complete, Owner Designated Representative will deliver to Owner a tentative certificate of substantial completion which shall fix the date of substantial completion. there shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Owner Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, Owner Designated Representative concludes that the work is not substantially complete, Owner Designated Representative will within fourteen (14) days after submission of the tentative certificate to Owner notify Vendor/Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Owner Designated Representative considers the work substantially complete, Owner Designated Representative will within said fourteen (14) days execute and deliver to Owner and Vendor/Contractor a definitive certificate of substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Owner Designated Representative believes justified after consideration of any objections from Owner.

4. At the time of delivery of the tentative certificate of Substantial Completion, Owner Designated Representative will deliver to Owner and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Vendor/Contractor agree otherwise in writing and so inform Owner Designated Representative in writing prior to Owner Designated Representative's issuing the definitive certificate of substantial completion, Owner Designated Representative's aforesaid recommendation will be binding on Owner and Vendor/Contractor until final payment.

5. Owner shall have the right to exclude Vendor/Contractor from the site after the date of Substantial Completion subject to allowing Vendor/Contractor reasonable access to complete or correct items on the tentative list.

F. Final Inspection: Upon written notice from Vendor/Contractor that the entire work or an agreed portion thereof is complete, Owner Designated Representative will promptly make a final inspection with Owner, Agency, and Vendor/Contractor and will notify Vendor/Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective.

Vendor/Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

6.22. PAYMENTS TO CONTRACTOR AND COMPLETION (continued)

A. Final Payment:

1. Application for Payment:

a. After Vendor/Contractor has, in the opinion of Owner Designated Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the contract documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents, and other documents, Vendor/Contractor may make application for final payment following the procedure for progress payments.

b. The final application for payment shall be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by above Section titled: "INSURANCE REQUIREMENTS" ;

ii. Consent of the surety, if any, to final payment;

iii. A list of all claims against Owner that Vendor/Contractor believes are unsettled; and

iv. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.

c. In lieu of the releases or waivers of liens specified in above Paragraph A. 1. b. iv. and as approved by Owner, Vendor/Contractor may furnish receipts or releases in full and an affidavit of Vendor/Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, Vendor/Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

2. Owner Designated Representative's Review of Application and Acceptance:

a. If, on the basis of Owner Designated Representative's observation of the work during construction and final inspection, and Owner Designated Representative's review of the final application for payment and accompanying documentation as required by the Contract Documents, Owner Designated Representative is satisfied that the work has

been completed and Vendor/Contractor's other obligations under the Contract Documents have been fulfilled, Owner Designated Representative will, within ten (10) days after receipt of the final application for payment, indicate in writing Owner Designated Representative's recommendation of payment and present the application for payment to Owner for payment. At the same time Owner Designated Representative will also give written notice to Owner and Vendor/Contractor that the work is acceptable to the provisions as described in above Paragraph A titled "Final Payment" (in this section). Otherwise, Owner Designated Representative will return the application for payment to Vendor/Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Vendor/Contractor shall make the necessary corrections and resubmit the application for payment.

3. Payment Becomes Due: After the presentation to Owner of the application for payment and accompanying documentation to include all of the required Federal and State submittals, the Owner will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S., pay the Vendor/Contractor the amount 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.

B. Final Completion Delayed: If, through no fault of Vendor/Contractor, final completion of the work is significantly delayed, and if owner designated representative so confirms, owner shall, upon receipt of vendor/contractor's final application for payment (for work fully completed and accepted) and recommendation of Owner Designated Representative, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by Owner for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in above Section titled "PERFORMANCE AND PAYMENT BOND", the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Vendor/Contractor to Owner Designated Representative with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The remaining balance of any sum included in the final application for payment but held by Owner for work not fully completed and accepted will become due when the work is fully completed and accepted.

C. Waiver of Claims: The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Vendor/Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection pursuant to above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", paragraph titled "CORRECTION OR REMOVAL OF DEFECTIVE WORK",

from failure to comply with the contract documents or the terms of any special guarantees specified therein, or from Vendor/Contractor's continuing obligations under the contract documents; and

2. A waiver of all claims by Vendor/Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

D. Vendor/Contractor's Continuing Obligation: The Vendor/Contractor's obligation to perform the work and complete the work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Vendor/Contractor under the contract documents, any use or occupancy of the work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the contract documents.

1. Contract Closeout:

a. Pre-final and Final Inspections:

i. Upon completion of work, Vendor/Contractor shall submit written certification that the Contract Documents have been reviewed, the work has been inspected by the Vendor/Contractor, and that the work is substantially complete in accordance with the contract document and ready for Engineer/Owner Designated Representative's inspection.

ii. At this time the representatives of the Vendor/Contractor, Engineer/Owner Designated Representative's and Owner shall make a pre-final/substantial completion inspection with reasonable promptness. If the work is complete or defective, Engineer/Owner Designated Representative will notify the Contractor to remedy these deficiencies by insurance of a pre-final punch-list.

iii. Upon written notification from the Vendor/Contractor of substantial complete of the pre-final punch list items, the Engineer/Owner Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Contract, Engineer, and Owner Designated Representative shall be present for the final inspection.

iv. Vendor/Contractor shall submit the final signed and sealed As-Built drawings ten (10) days prior to the final inspection and provide all other submittals to the Engineer/Owner Designated Representative's that are required.

b. Project Record Documents: The Vendor/Contractor shall maintain on site, one (1) set of the following record documents; recording actual revisions of the work commensurate with the construction progress:

i. Contract Drawings

ii. Specifications

iii. Addenda

iv. Change Orders and other modification to the Contract

v. Reviewed (and approved) Shop Drawings and Product Data

vi. Permits

c. Closeout Submittals: When the Engineer/Owner Designated Representative's has determined that the work is acceptable under the Contract Documents, and the contract is fully performed, the Vendor/Contractor shall prepare and submit his final applicable for payment to the Engineer/Owner Designated Representative's with the following:

i. Contractor's Lien Waiver in the full amount of the contract sum.

ii. Lien waivers from all subcontractors and material suppliers who have furnished for the work under contract with the Contactor or subcontractor. The lien waivers shall be in the full amount of the Contract involved.

iii. Consent of Surety to final payment.

iv. Evidence of compliance with governing authorities.

v. Certifications of inspections from all required agencies and departments, as needed.

vi. Warranties and Maintenance Bond.

vii. Confirmation from Florida Department of Environmental Protection the National Pollution Discharge Elimination System Notice of Termination (NOT) has been filed.

viii. Any outstanding documentation and/or reports necessary to ensure compliance with FDOT requirements.

ix. As-Built documents prepared in accordance with the contract documents and signed and sealed by a professional surveyor and mapper, registered in the State of Florida and all other requirements as set forth in the contract documents.

d. Performance Evaluation: At the end of the contract, the receiving Department will evaluate the successful Vendor/Contractor's performance. This evaluation will become public record.

6.23. TERMINATION AND SUSPENSION OF WORK

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

    a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

    b. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

    c. Make progress so as to endanger performance of this Contract.

    d. Perform any of the other provisions of this Contract.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor/Consultant) through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

    d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County

shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

C. Vendor/Contractor May Stop Work or Terminate:

1. If, through no act or fault of Vendor/Contractor, (i) the work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, then Vendor/Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner.

2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, Vendor/Contractor may, seven (7) days after written notice to Owner and Engineer, stop the work until payment is made of all such amounts due Vendor/Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Vendor/Contractor from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Vendor/Contractor's stopping the work as permitted by this paragraph.

D. Owner May Suspend Work: Owner may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Vendor/Contractor and Engineer which will fix the date on which work will be resumed. Vendor/Contractor shall resume the work on the date so fixed. Vendor/Contractor shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension if Vendor/Contractor makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".

E. Owner May Terminate for Cause:

1. The occurrence of any one (1) or more of the following events will justify termination for cause:

   a. Vendor/Contractor's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2.

a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";

b. Vendor/Contractor's disregard of laws or regulations of any public body having jurisdiction;

c. Vendor/Contractor's disregard of the authority of Engineer; or

d. Vendor/Contractor's violation in any substantial way of any provisions of the Contract Documents.

2. If one (1) or more of the events identified in above Paragraph E. 1. occur, Owner may, after giving Vendor/Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Vendor/Contractor:

   a. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work", Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site (without liability to Vendor/Contractor for trespass or conversion), take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work".

   b. Complete the work as Owner may deem expedient.

3. If Owner proceeds as provided in Paragraph E. 2 above, Vendor/Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Vendor/Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Vendor/Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.

4. Notwithstanding above Paragraphs E. 2. and E. 3., Vendor/Contractor's services will not be terminated if Vendor/Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

5. Where Vendor/Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Vendor/Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Vendor/Contractor by Owner will not release Vendor/Contractor from liability.

6. If and to the extent that Vendor/Contractor has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND" , the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.

F. Litigation:

1. Should the Owner be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Vendor/Contractor shall not be entitled to any claim or damages, or otherwise, nor may the Vendor/Contractor withdraw from the Contract except by and with the consent of the Owner. The Vendor/Contractor shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the Owner Designated Representative.

2. If the Owner is permanently prohibited or enjoined from proceeding with the work herein contemplated, the Owner may terminate this Contract and pay the Vendor/Contractor a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Vendor/Contractor. The sum thus computed shall be paid to the Vendor/Contractor within thirty (30) days after the Owner shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

6.24. DISPUTE RESOLUTION

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision as provided in above Section titled "CHANGES IN THE WORK; CLAIMS:" Paragraph entitled "Claims" before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect as described in said "Claims" Paragraph .

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process hall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to above Section entitled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Execution of Change Orders" paragraph C. or Paragraph Titled "Notification of Surety" Paragraph D. shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

6.25. MISCELLANEOUS

A. Giving Notice:

1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
    a. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
    b. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

B. Computation of Times: When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

C. Cumulative Remedies: The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

D. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work or termination or completion of the Contract or termination of the services of Vendor/Contractor.

E. Headings: Article and paragraph headings are inserted for convenience only and do not constitute parts of these Contract Documents.

F. Specification and Drawings Furnished by the Owner: All specifications, drawings and copies thereof furnished by the Owner shall remain its property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.

G. Laws and Ordinances: The Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Hernando County.

H. Vehicle Licensing: All prime Vendor/Contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The cost shall be borne by the Vendor/Contractor. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.

I. Handicapped Non-discrimination: The Vendor/Contractor will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

6.26. OTHER WORK AT THE SITE

OTHER WORK AT THE SITE:

A. Related Work at Site:

1. Owner may perform other work related to the project at the site with Owner’s employees, or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

   a. Written notice thereof will be given to Vendor/Contractor prior to starting any such other work; and

   b. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times that should be allowed as a result of such other work, a claim may be made therefore as provided in above Section titled: "CHANGES INTHE WORK; CLAIMS" Paragraph titled: "Claims".

2. Vendor/Contractor shall afford other Vendor/Contractors who are a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the work with theirs. Vendor/Contractor shall do all cutting, fitting, and patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work.

Vendor/Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner Designated Representative and the others whose work will be affected. The duties and responsibilities of Vendor/Contractor under this paragraph are for the benefit of such utility owners and other Vendor/Contractors to the extent that there are comparable provisions for the benefit of Vendor/Contractor in said direct contracts between Owner and such utility owners and other Vendor/Contractors.

3. If the proper execution or results of any part of Vendor/Contractor's work depends upon work performed by others under this section titled "OTHER WORK AT THE SITE", Vendor/Contractor shall inspect such other work and promptly report to Owner Designated Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Vendor/Contractor's work. Vendor/Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Vendor/Contractor's work except for latent defects and deficiencies in such other work.

B. Coordination:

1. If Owner intends to contract with others for the performance of other work on the project at the site, the following will be set forth in the Contract Documents:

   a. The individual or entity who will have authority and responsibility for coordination of the activities among the various Vendor/Contractors will be identified;

   b. The specific matters to be covered by such authority and responsibility will be itemized; and

2. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

6.27. MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEETS:

A. In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

6.28. TRENCH SAFETY ACT

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes, and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (Sub-Part P) as amended. All costs associated with complying with these requirements shall be included in the bid. The Trench Safety Act Compliance Form attached in Questionnaire, must be submitted with the bid.

6.29. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this Solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

7. SCOPE AND SPECIFICATIONS

7.1. SCOPE OF WORK

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Hernando County Detention Center Bravo Roof Replacement , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.

7.2. PROJECT DESCRIPTION:

A. This project consists of replacing the roof on the Hernando County Detention Center Bravo Building.

B. It will be the Vendor/Contractor's responsibility to provide a chart showing the project schedule at the pre-construction meeting.

C. The Vendor/Contractor shall comply with all applicable OSHA workplace safety requirements and shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

7.3. TECHNICAL SPECIFICATIONS

Refer to Attachments Section 9, **Exhibit A** 021TPA-014_Hernando_Bravo_ReRoof_Spec_2025_Sealed and **Exhibit B** 021TPA-014_Hernando_Bravo_ReRoof_Plans_2025_Sealed

8. PRICING PROPOSAL

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 Pricing Proposal, 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 Pricing Proposal for various items are estimated only and may be increased or decreased as provided in the Contract.

BID TABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Permitting & Mobilization	1	LS		
2	Demolition / Waste Disposal	1	LS		
3	Material and labor to install single ply roof (base bid 60 mil PVC or 45 mill KEE)	1	LS		
4	Material and labor to install gutters	1	LS		
5	Light weight concrete replacement	1	SF		
6	Light weight concrete surface repair	1	SF		
7	2x6 P.T. wood nailer replacement	1	LF		
8	2x8 P.T. wood nailer replacement	1	LF		
TOTAL					

ALTERNATE NO. 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	(Alternate #1) Total cost using single-ply roof membrane (80 mil PVC or 60 mil KEE) in lieu of base bid single ply roofing material	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

ADDENDA REPORT

C No. 25-C01119/JG

Hernando County Detention Center Bravo Roof Replacement

RESPONSE DEADLINE: September 15, 2025 at 10:00 am

Thursday, September 18, 2025

Addenda Issued:

Addendum #1

Aug 18, 2025 1:08 PM

Addendum 1 25-C01119 Hernando County Detention Center Bravo Roof Replacement

Attachments:

· Addendum 1 25-C01119 Hernando County Detention Center Bravo Roof Replacement

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
1st Class Roofing	X	Sep 10, 2025 2:05 PM	Alexander Eggers
ADVANCED ROOFING, INC.	X	Sep 9, 2025 2:20 PM	Carolina Baez
Main Enterprise LLC	X	Sep 3, 2025 4:07 AM	Fredricka Horne
Ryman Roofing Inc.	X	Sep 10, 2025 2:20 PM	Ryan Kramer
Allied Roofing, Inc.	X	Sep 12, 2025 7:56 AM	Cain Swisher
Best Roofing Services, LLC	X	Sep 3, 2025 2:22 PM	Jess Murphy
Thielen Roofing & Construction LLC	X	Sep 15, 2025 8:50 AM	David Thielen
Schaefer General Contracting	X	Sep 15, 2025 7:37 AM	Katie Smith

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM # ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

OPEN

Hernando County Detention Center Bravo Roof Replacement

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-C01119/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. Will Fall Protection Systems be included in this bid package?

1.A. Please reference the Scope of Work section 7.1 *The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Hernando County Detention Center Bravo Roof Replacement , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.*

2.Q. According to the ITB, the pre-bid meeting is scheduled for 11:00 a.m., but the procurement website lists it as 10:00 a.m. Could you please confirm the correct time?

2.A. The pre bid meeting time is confirmed to take place at 10:00 am as posted in Overview/Timeline.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION

ITB No. 25-C01119/JG

Hernando County Detention Center Bravo Roof Replacement

RESPONSE DEADLINE: September 15, 2025 at 10:00 am
Report Generated: Thursday, September 18, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Main Enterprise LLC	$28,084.00
Allied Roofing, Inc.	$303,995.97
1st Class Roofing, Inc.	$304,207.00
Best Roofing Services, LLC	$315,000.00
ADVANCED ROOFING, INC.	$330,280.00
Ryman Roofing Inc.	$342,221.00
Thielen Roofing & Construction LLC	$375,127.00
Schaefer General Contracting Services, LLC	$549,210.00

BID TABLE (Table 1 of 2)

BID TABLE					1st Class Roofing, Inc		ADVANCED ROOFING, INC.		Allied Roofing, Inc.		Best Roofing Services, LLC		Main Enterprise LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Permitting & Mobilization	1	LS	$15,452.00	$15,452.00	$25,000.00	$25,000.00	$15,200.00	$15,200.00	$7,800.00	$7,800.00	$5,000.00	$5,000.00
X	2	Demolition / Waste Disposal	1	LS	$29,410.00	$29,410.00	$25,000.00	$25,000.00	$13,500.00	$13,500.00	$6,700.00	$6,700.00	$5,000.00	$5,000.00
X	3	Material and labor to install single ply roof (base bid 60 mil PVC or 45 mill KEE)	1	LS	$198,730.00	$198,730.00	$218,292.75	$218,292.75	$243,338.07	$243,338.07	$200,000.00	$200,000.00	$15,000.00	$15,000.00
X	4	Material and labor to install gutters	1	LS	$60,569.00	$60,569.00	$60,000.00	$60,000.00	$31,907.00	$31,907.00	$18,000.00	$18,000.00	$3,000.00	$3,000.00
X	5	Light weight concrete replacement	1	SF	$18.00	$18.00	$1,500.00	$1,500.00	$23.90	$23.90	$30,000.00	$30,000.00	$45.00	$45.00
X	6	Light weight concrete surface repair	1	SF	$8.00	$8.00	$8.00	$8.00	$3.00	$3.00	$25,000.00	$25,000.00	$30.00	$30.00
X	7	2x6 P.T. wood nailer replacement	1	LF	$10.00	$10.00	$4.25	$4.25	$12.00	$12.00	$9,200.00	$9,200.00	$4.00	$4.00
X	8	2x8 P.T. wood nailer replacement	1	LF	$10.00	$10.00	$475.00	$475.00	$12.00	$12.00	$18,300.00	$18,300.00	$5.00	$5.00

BID TABLE					1st Class Roofing, Inc		ADVANCED ROOFING, INC.		Allied Roofing, Inc.		Best Roofing Services, LLC		Main Enterprise LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Total						$304,207.00		$330,280.00		$303,995.97		$315,000.00		$28,084.00

BID TABLE (Table 2 of 2)

BID TABLE					Ryman Roofing Inc.		Schaefer General Contracting Services, LLC		Thielen Roofing & Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Permitting & Mobilization	1	LS	$18,076.75	$18,076.75	$80,890.00	$80,890.00	$32,212.00	$32,212.00
X	2	Demolition / Waste Disposal	1	LS	$19,753.85	$19,753.85	$59,240.00	$59,240.00	$36,212.60	$36,212.60
X	3	Material and labor to install single ply roof (base bid 60 mil PVC or 45 mill KEE)	1	LS	$242,127.81	$242,127.81	$374,080.00	$374,080.00	$254,702.40	$254,702.40
X	4	Material and labor to install gutters	1	LS	$62,236.59	$62,236.59	$35,000.00	$35,000.00	$20,000.00	$20,000.00
X	5	Light weight concrete replacement	1	SF	$4.50	$4.50	$0.00	$0.00	$10,000.00	$10,000.00
X	6	Light weight concrete surface repair	1	SF	$2.50	$2.50	$0.00	$0.00	$10,000.00	$10,000.00
X	7	2x6 P.T. wood nailer replacement	1	LF	$8.50	$8.50	$0.00	$0.00	$7,000.00	$7,000.00

BID TABLE					Ryman Roofing Inc.		Schaefer General Contracting Services, LLC		Thielen Roofing & Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	2x8 P.T. wood nailer replacement	1	LF	$10.50	$10.50	$0.00	$0.00	$5,000.00	$5,000.00
Total						$342,221.00		$549,210.00		$375,127.00

ALTERNATE NO. 1 (Table 1 of 2)

ALTERNATE NO. 1					1st Class Roofing		ADVANCED ROOFING, INC.		Allied Roofing, Inc.		Best Roofing Services, LLC		Main Enterprise LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	(Alternate #1) Total cost using single-ply roof membrane (80 mil PVC or 60 mil KEE) in lieu of base bid single ply roofing material	1	LS	$314,673.00	$314,673.00	$342,800.00	$342,800.00	$312,258.87	$312,258.87	$380,000.00	$380,000.00	$0.00	$0.00
Total						$0.00		$0.00		$0.00		$0.00		$0.00

ALTERNATE NO. 1 (Table 2 of 2)

ALTERNATE NO. 1					Ryman Roofing Inc.		Schaefer General Contracting		Thielen Roofing & Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	1	(Alternate #1) Total cost using single-ply roof membrane (80 mil PVC or 60 mil KEE) in lieu of base bid single ply roofing material	1	LS	$367,424.00	$367,424.00	$542,730.00	$542,730.00	$390,000.00	$390,000.00
Total						$0.00		$0.00		$0.00

Felicia Holmes, CPPB, CPPO, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: 9/24/2025

TO: Joe Goulart, Contracting Agent II

FROM: Sam Burdin, Project Manager

SUBJECT: Recommendation for Award Bid No. 25-C01119/JG
Project Name: Hernando County Detention Center Bravo Roof Replacement

The attached bid received from Allied Roofing, Inc for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $303,995.97 with alternate $312,258.87
2. Reference checks are satisfactory: ☒ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

Allied roofing can provide services needed to accomplish the re-roof of bravo housing unit. Bid came in lower than what was budgeted for project.

6. Provide the funding information: Fund 1203 Dept 02114 Account 5606301

Recommendation Approved By: Juan Cueto Date: 9/24/25
Department Director/Manager

Enclosure

TECHNICAL EVALUATION FOR BID AWARD

ITB# 25-C01119/JG
Hernando County Detention Center Bravo Roof Replacement

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased? Yes

   If the bid is considered reasonable/realistic, provide justification for your conclusion. Bid came in way under budget; there were concerns that being a detention facility there would be additional cost added tp project. Was not the case

   If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

B. Was an independent County estimate developed prior to soliciting for the procurement? No

   If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation? Yes

   If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

D. Does the bidder have a satisfactory record of performance? Yes

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

E. Provide your overall recommendation on the Recommendation for Award Form. Facilities recommend awarding project to allied roofing

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

REFERENCE

Reference For (Firm/Company): Allied Roofing, Inc

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Resource Property Management

First Name, Last Name: Al Freda

PHONE #: 727-519-5325 Email: afreda@resourcepropertymgmt.com

1. Describe the work contracted to firm/company. Replacement of mod bit roofs on 30 one story buildings

2. Was the work completed on time? Yes

3. Were you satisfied with the final results? Yes

4. Did you implement their recommendations? Yes

5. Did you encounter any problems? Yes, but not their responsibility

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 4

   Reliability 4

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Sam Burdin Date: 9/17/25

REFERENCE

Reference For (Firm/Company): Allied Roofing, Inc_____

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Sarasota Manatee Airport Authority

First Name, Last Name: Bob Joseph

PHONE #: 941-359-2270 Email: bob.joseph@flysrq.com

1. Describe the work contracted to firm/company.

Called and emailed above with no response

2. Was the work completed on time?

3. Were you satisfied with the final results?

4. Did you implement their recommendations?

5. Did you encounter any problems?

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism _____

Qualifications _____

Final Product _____

Cooperation _____

Reliability _____

7. Would you contract with this company again?

Yes _____ No _____ Maybe _____

Hernando County Use Only
Reference checked by: Samm Burdin Date: 9/24/25

REFERENCE

Reference For (Firm/Company): Allied Roofing, Inc

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Turner Construction Company

First Name, Last Name: Steven Dukes

PHONE #: 407-694-5265 Email: sdukes@tcco.com

1. Describe the work contracted to firm/company. Roof at James A. Haley VA Hospital

2. Was the work completed on time? Yes

3. Were you satisfied with the final results? Yes

4. Did you implement their recommendations? Yes assisted on design build

5. Did you encounter any problems? No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 5

   Reliability 5

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Sam Burdin Date: 9/22/25

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD

ITB No. 25-C01119/JG

Hernando County Detention Center Bravo Roof Replacement

RESPONSE DEADLINE: September 15, 2025 at 10:00 am

Wednesday, September 24, 2025

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Allied Roofing, Inc.

PO Box 15238

Tampa, FL 33684

The tentative date for this recommendation is October 28, 2025. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT

This Contract, entered into this _____ day of _____, 20____, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Allied Roofing, Inc. PO Box 15238, Tampa, FL 33684, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

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

1.02 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 Days to Achieve Substantial Completion and Final Payment:

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 Liquidated Damages:

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:

Line Item	Description	QTY	UOM	Unit Price	Total Price
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 (base bid 60 mil PVC or 45 mill KEE)	1	LS	$243,338.07	$243,338.07
4	Material and labor to install gutters	1	LS	$31,907.00	$31,907.00
ALTERNATE NO. 1					
1	(Alternate #1) Project Total cost using single-ply roof membrane (80 mil PVC or 60 mil KEE) in lieu of base bid single ply roofing material	1	LS	$312,258,87	$312,258.87
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 Item	Description	QTY	UOM	Unit Price	Total 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
TOTAL OF UNIT PRICED WORK		Fifty dollars and ninety cents			$50.90
TOTAL OF LUMP SUM AND UNIT PRICED WORK – BASE BID		Three hundred three thousand, nine hundred ninety-five dollars and ninety-seven cents			$303,995.97
PROJECT TOTAL SINCE THE COUNTY HAS ELECTED TO UTILIZE ALTERNATE No.1 BID		Three hundred twelve thousand, two hundred fifty-eight dollars and eighty-seven cents			$312,258,87

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 Progress Payments; Retainage:

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:

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 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:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

Allied Roofing, Inc.

By: John M. Santoro

Title: President

[CORPORATE SEAL]

Attest: Cain Swisher

Title: Project Manager

Address for giving notices:

Mailing Address	Physical Address
P.O. Box 15238	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

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 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.

By: _____ 9/12/2025

Authorized Signature Date

This document should be completed and returned with your submittal.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

9/12/2025
(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
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 [x] Yes [ ]

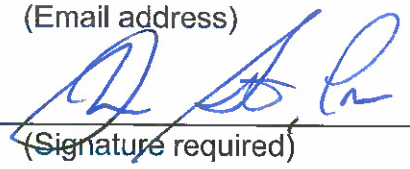
Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?

No [x] 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:

john@alliedroofingtampa.com
(Email address)


(Signature required)

John Santoro
(Print name)

President, Allied Roofing Inc.
(Print title)

P.O. Box 15238 Tampa FL 33684
(Address)

(813)875-2727
(Phone)

(813)875-1335
(Fax)

59-2690416
(Federal Taxpayer ID Number)

Anti-Human Trafficking Affidavit

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

1. My name is John M Santoro and I am over eighteen years of age. The following information is given from my own personal knowledge.

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 *coercion* for *labor* or *services*, 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.

Under penalties of perjury, I John M Santoro, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

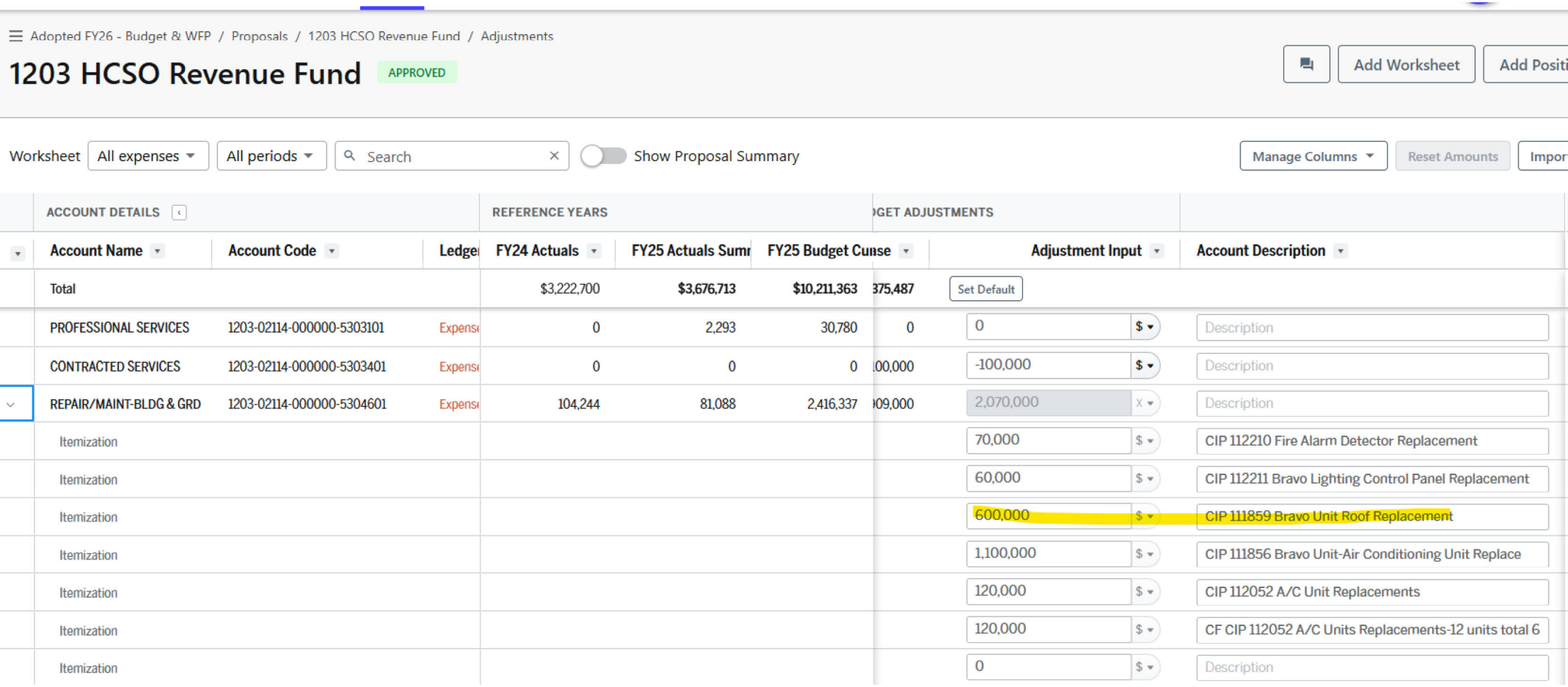
Allied Roofing Inc.
Name of Nongovernmental Entity

John M Santoro
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

9/12/2025
Date


Adopted FY26 - Budget & WFP / Proposals / 1203 HCSO Revenue Fund / Adjustments
1203 HCSO Revenue Fund
APPROVED
Add Worksheet
Add Positi
Worksheet
All expenses
All periods
Search
Show Proposal Summary
Manage Columns
Reset Amounts
Impor
ACCOUNT DETAILS
REFERENCE YEARS
GET ADJUSTMENTS
Account Name
Account Code
Ledge
FY24 Actuals
FY25 Actuals Sum
FY25 Budget Curse
Adjustment Input
Account Description
Total
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$3,676,713
$10,211,363
375,487
Set Default
PROFESSIONAL SERVICES
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Expens
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2,293
30,780
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0
Description
CONTRACTED SERVICES
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Expens
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0
0
00,000
-100,000
Description
REPAIR/MAINT-BLDG & GRD
1203-02114-000000-5304601
Expens
104,244
81,088
2,416,337
09,000
2,070,000
Description
Itemization
70,000
CIP 112210 Fire Alarm Detector Replacement
Itemization
60,000
CIP 112211 Bravo Lighting Control Panel Replacement
Itemization
600,000
CIP 111859 Bravo Unit Roof Replacement
Itemization
1,100,000
CIP 111856 Bravo Unit-Air Conditioning Unit Replace
Itemization
120,000
CIP 112052 A/C Unit Replacements
Itemization
120,000
CF CIP 112052 A/C Units Replacements-12 units total 6
Itemization
0
Description

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Procurement Department
Prepared By: Joseph Goulart
Initiator: Carla Rossiter-Smith
DOC ID: 16571
Legal Request Number: 2025 308-1
Bid/Contract Number: 25-C01084/JG

TITLE

Award of Construction Contract to Superior Asphalt, Inc., for Brooksville Health Department Parking Lot Overlay and Extension Office Parking Lot Renovations and Americans With Disabilities Act Improvements Project (Contract No. 25-C01084/JG; Amount: $428,001.00)

BRIEF OVERVIEW

The Procurement Department issued Invitation to Bid (ITB) No. 25-C01084/JG on August 20, 2025, at the request of the Hernando County Facilities Department, to obtain bids for Brooksville Health Department and Extension Office Parking Lot Renovations and Americans with Disabilities Act (ADA) Improvements.

The Procurement Department placed the legal advertisement in the Hernando Sun and the Tampa Bay Times on August 22, 2025, and on the OpenGov website on August 20, 2025. The bid was sent to three thousand, seven hundred seventy (3,770) matching vendor/contractors from the eProcurement portal. The bid document was downloaded by forty-five (45) vendors/contractors, and two (2) submissions were received.

BIDs RECEIVED:

Gator State Paving and Masonry, LLC	$281,080.00
Superior Asphalt, Inc.	$428,001.00

Bids were reviewed and evaluated by the Procurement Department to determine if bids were responsive and responsible. The bids were then reviewed and evaluated by the Hernando County Facilities Department staff for award recommendation based on price, conformance with specifications, and the Bidder's ability to perform the contract in accordance with the terms, conditions, and specifications required.

A Notice of Intent to Award the contract to Superior Asphalt, Inc., dated October 9, 2025, was posted to the OpenGov website. The bid from Gator State Paving and Masonry, LLC was rejected for being non-responsive. No challenges to the Notice of Intent to Award were received.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of $428,001.00 is available in the following:

Expenses:
Fund: 0011 GENERAL FUND **Department: 01701** FACILITIES MAINTENANCE **Account: 5304601** REPAIR/MAINT-BLDG & GRD

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached construction contract to Superior Asphalt, Inc., for Brooksville Health Department and Extension Office Parking Lot Renovations and ADA Improvements for Contract No. 25-C01084/JG in the bid amount of $428,001.00.

It is further recommended the Board authorize the Chief Procurement Office to approve change orders as necessary and required up to budgeted amounts.

REVIEW PROCESS

Juan Cueto	Approved	10/14/2025 11:00 AM
Carina Hall	Approved	10/15/2025 9:31 AM
Lillian Hoyt	Approved	10/16/2025 8:36 AM
Jodi Florio	Approved	10/17/2025 9:57 AM
Erin Dohren	Approved	10/17/2025 12:48 PM
Carla Rossiter-Smith	Approved	10/20/2025 8:24 AM
Pamela Hare	Approved	10/21/2025 10:20 AM
Melissa Tartaglia	Approved	10/21/2025 1:31 PM
Heidi Prouse	Approved	10/22/2025 11:50 AM
Toni Brady	Approved	10/22/2025 11:52 AM
Jeffrey Rogers	Approved	10/22/2025 11:55 AM
Colleen Conko	Approved	10/22/2025 12:02 PM

BROOKSVILLE HEALTH DEPT. & EXTENSION OFFICE PARKING LOT RENOVATIONS & ADA IMPROVEMENTS

25-C01084/JG

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE AND SPECIFICATIONS.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE (CONSTRUCTION).....

Attachments:

A - Brooksville Health Department Parking Lot Plans - Revised 8.22.2025

B - Supplemental ADA Design&Details - Brooksville Health Dept

C - Extension Office Parking Lot Plans

D - Construction_Documents_required_after_Award

E - Sample_Construction_Contract

F - Holiday Schedule - 2025

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePocurement Portal

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePocurement Portal UNTIL 10:00 a.m., LOCAL TIME ON Monday, September 22, 2025. 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 AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, September 22, 2025. PURSUANT TO SEC. 119.071, F.S. 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.

Procurement Contact Information:

Joe Goulart, Contracting Agent II

(352) 754-4020

jgoulart@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting Bids for:

ITB NO. 25-C01084/JG

FOR

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

Hernando County Board of County Commissioners is soliciting Certified Paving Contractors that are active in resurfacing and performing Americans with Disabilities Act (ADA) improvements on parking lots.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, September 22, 2025, via Hernando County Procurement Department's eProcurement Portal. Only electronic submittals through the eProcurement Portal shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

Bid offers shall be accompanied by either a Bid Bond, Certified Check, Cashier's Check, or Official Bank Check in the dollar amount representing not less than five percent (5%) of the total amount bid as a guarantee to enter into a contract and furnish a contract performance and payment bond in the amount of one hundred percent (100%) of the total bid price within fifteen (15) calendar days from the date of notification of the award.

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

The Procurement Department will post addenda on ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the County's portal to ensure that they are aware of all Addenda issued relative to this Solicitation.

Pursuant to sec. 119.071, F.S., sealed bids, proposals or replies received by an agency pursuant to a competitive Solicitation are exempt from 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.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's ePROCUREMENT PORTAL.

2.2. NON-MANDATORY Pre-Bid Conference

NON-MANDATORY Pre-Bid Conference will be held

Wednesday, August 27, 2025,

at 10:00 a.m.,

at the

Department of Public Works 1525 East Jefferson St Brooksville, FL 34601.

Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference. The pre-bid conference will take place at the DPW complex. After the meeting there will be site visits to the Brooksville Health Department and the Hernando County Extension Office, which will be coordinated by the project manager prior to departure.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Facilities

1525 E. Jefferson St.

Brooksville, Florida 34601

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

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

A. **ADDENDA**: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.

B. **AGREEMENT**: The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the work.

C. **APPLICATION FOR PAYMENT**: The form acceptable to Engineer which is to be used by Vendor/Contractor during the course of the work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

D. **BID**: The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

E. **BID BOND/GUARANTEE**: The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.

F. **BID DOCUMENTS**: The bidding requirements and the proposed Contract Documents, including all addenda.

G. **BIDDER**: The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this Solicitation.

H. **CHANGE ORDER**: A document recommended by Engineer which is signed by Vendor/Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or the contract times, issued on or after the Effective Date of the Agreement.

I. **CONSTRUCTION ADMINISTRATOR**: Sam Burdin, shall act as the “Construction Administrator” for the work relative to the acceptance and approval of Applications for Payment pursuant to the provisions of the Florida Prompt Payment Act, Part VII, Sec. 218.735, F.S.

J. **CONTRACT DOCUMENTS**: The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other incorporated or referenced documents) whether attached thereto or not.

K. **CONTRACT PRICE**: The moneys payable by Owner to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.

L. **CONTRACT TIMES**: The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The contract times will commence on the date indicated in the Notice to Proceed.

M. **CONTRACT WORK**: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

N. **CONTRACTOR**: The individual or entity with whom the County has entered into the Agreement.

O. **COUNTY**: The Board of County Commissioners, Hernando County, or its duly authorized representative.

P. **ENGINEER**: Under Contract to the Owner, the Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean N/A, for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.

Q. **FDEP**: Florida Department of Environmental Protection

R. **FDOT**: Florida Department of Transportation.

S. **FIELD ORDER**: A written order issued by Engineer which requires minor changes in the work but which does not involve a change in the contract price or the contract times.

T. **F.S.**: All references to Florida Statutes shall mean the version in effect at the time the contract is signed.

U. **ISSUING OFFICE**: The office from which the bid documents are to be issued and where the bidding procedures are to be administered. Specifically - Hernando County, Procurement Department, 15470 Flight Path Drive, Brooksville, Florida 34604.

V. **MUTCD**: Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov

W. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**: NPDES

X. **NOTICE-WRITTEN**: Notice shall be served upon the Vendor/Contractor either personally or by leaving the said notice at his residence or with his Agent in charge of the work, or addressed to the Vendor/Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

Y. **MOT**: Maintenance of Traffic.

Z. **NOTICE OF AWARD**: The written notice by Owner to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

AA. **NOTICE OF INTENT**: NOI

BB. **NOTICE TO PROCEED**: A written notice given by Owner to Vendor/Contractor fixing the date on which the contract times will commence to run and on which Vendor/Contractor shall start to perform the work under the Contract Documents. A Notice to Proceed may be given at any time after the effective date of the Agreement.

CC. **OCCUPATIONAL SAFETY AND HEALTH ACT**: OSHA.

DD. **OWNER**: Hernando County Board of County Commissioners (County).

EE. **OWNER DESIGNATED REPRESENTATIVE**: The Owner Designated Representative will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner Designated Representative in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the contract documents. Sam Burdin, shall act as the Owner Designated Representative for the work relative to this contract.

FF. **PAYMENT AND PERFORMANCE BONDS**: The approved forms of security furnished by the Vendor/Contractor and his surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the contract and to pay all obligations associated with the project.

GG. **PROJECT BUDGET/ESTIMATE**: The project budget and/or estimate is the amount of funds the county has projected for this solicitation. The County estimates this solicitation to fall within the following dollar Threshold C: $250,000.01- $500,000. **Note: This is only an estimate and should not be the basis to determine the Vendor/Contractor bid submission amount.**

1. Threshold A: less than $100,000
2. Threshold B: $100,000.01- $250,000
3. Threshold C: $250,000.01- $500,000
4. Threshold D: $500,000.01 - $1,000,000
5. Threshold E: $1,000,000.01 - $1,500,000
6. Threshold F: $1,500,000.01- $2,500,000
7. Threshold G: $2,500,000.01- $5,000,000
8. Threshold H: greater than $5,000,000.01

HH. **PROFESSIONAL**: The professional independent **Architectural/Engineering firm** designated to be the Engineer of Record (per Florida Administrative Code). Any references to the Engineer or the Professional shall be deemed to mean N/A, and its designee for the plans and specifications referenced in these Contract Documents.

II. **PROJECT MANAGER**: The duly authorized representative of the County during the construction period. The Project Manager of record for this Solicitation is: Sam Burdin.

JJ. **SCOPE OF WORK**: All materials, labor and equipment in order to accomplish the Project, as described in the specifications and construction plans showing the proposed improvements. The Vendor/Contractor shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

KK. **SHOP DRAWINGS**: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Vendor/Contractor, a subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

LL. **SITE**: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Vendor/Contractor. The site or location for the work to be performed in this Contract will be Brooksville Health Department at 300 South Main St Brooksville, FL 34601 and Extension Office at 16110 Aviation Loop Dr, Brooksville, FL 34604.

MM. **SUBCONTRACTOR**: Any person, firm or corporation other than employees of the Vendor/Contractor who or which contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.

NN. **SURETY**: Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.

OO. **VENDOR/CONTRACTOR**: The individual or entity with whom the County has entered into the Agreement.

PP. **WORK**: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

4.2. AVAILABILITY OF BIDDING DOCUMENTS:

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting Hernando County's eProcurement Portal. For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's eProcurement Portal Q&A Tab.

4.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

A. Interested firms are required to register via the County's eProcurement Portal . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's eProcurement Portal. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
2. The County will not honor any explanation or change in the bid documents unless a written addendum authorizing such change has been issued.
3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
4. All bids must be firm for a period of one hundred twenty (120) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
5. No material, labor, or facilities will be furnished by the County unless specifically stated.
6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the

compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project Q&A Tab before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. BID OPENING

Bids that are not received through the eProcurement Portal prior to the submission deadline will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to sec. 119.071, F.S., sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from 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.

4.5. SITE VISIT

Bidder may request access the site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a bid by contacting the Procurement Department via the County's eProcurement Portal Q&A tab, if no mandatory site visit is scheduled. All questions after the site visit shall be submitted to the Procurement Department in writing via the County's eProcurement Portal Q&A tab . The Procurment Department will coordinate a site visit between the Bidder and the Project Manager for this project. Bidder agrees to restore the site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates while accessing the site.

4.6. BIDDER'S RESPONSIBILITIES

It is the responsibility of each Bidder before submitting a bid to:

A. Read and completely understand the requirements and the specifications of the items bid.

B. Use complete sets of bid documents in preparing bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.

C. Examine and carefully study the bid documents, other related data identified in the bid documents, and any Addenda.

D. Make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations, and all solicitation instruction to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to

make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

E. Request access to the site to become familiar with general, local, and site conditions that may affect cost, progress, and performance of the work.

F. Become familiar with all Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

G. Obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bid documents, and safety precautions and programs incident thereto.

H. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

I. Become aware of the general nature of the work to be performed by Owner and others at the site that relates to the work as indicated in the bid documents.

J. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the bid documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bid documents.

K. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the bid documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

L. Determine that the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

M. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for one hundred twenty (120) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

N. Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

4.7. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab:. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit https://secure.procurenow.com/portal/hernandocounty to insure they are aware of all addenda issued for this solicitation.

D. Questions will only be accepted through the period specified as the Question Submission Deadline.

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.8. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

4.9. WITHDRAWAL OF BIDS:

Bids may be withdrawn only through the County's eProcurement Portal prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

4.10. BID PROTESTS

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such

documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.11. QUALIFICATION OF BIDDERS

A. The Vendor/Contractor shall have previous experience in the type of construction work specified herein, and experience in the installation of the materials to be provided for the project specified herein.

B. The Vendor/Contractor and/or subcontractors shall be an appropriately licensed Contractor in the State of Florida at the time of the bid and must have successfully completed a minimum of two (2) projects of similar size and complexity in the past seven (7) years. These requirements are in accordance with the requirements Question 5.4 of the Vendor Questionnaire entitled, "Experience Similar Size and Scope ".

C. The Vendor/Contractor's Project Manager must have a minimum of three (3) years' experience as Project Manager and must have directed at least two (2) previous projects of similar size and complexity in the last (7) years. These requirements are in accordance with the requirements in Question 5.1 of the Vendor Questionnaire entitled, "References".

D. Bidders shall submit evidence of this experience on the forms provided in the bid documents, along with the accompanying information requested below:

1. Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, contract value and completion date.
2. Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.
3. Identification of firms comprising the Vendor/Contractor's team on the Construction Contractor Qualification Submittal Package attached to Vendor Questionnaire.
4. Resumes of the Vendor/Contractor's Project Manager documenting the experience required for these individuals.

E. **Failure to submit this information may be basis for rejection of the bid.**

4.12. QUALIFICATION OF SUBCONTRACTORS, MATERIAL VENDOR, SUPPLIERS, AND OTHERS:

A. The Vendor/Contractor will, within ten (10) days after execution of the Agreement, submit to the County through the Owner Designated Representative for acceptance a list of the names of subcontractors and such other persons and organizations proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. The Owner Designated Representative will notify the Vendor/Contractor in writing if the Owner Designated Representative, after due

investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner Designated Representative to make objections to any subcontractor, person or organization on the list shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or organization shall not constitute a waiver of any right of the County to reject defective work, material or equipment, or work material or equipment not in conformance with the requirements of the Contract Documents.

B. If the apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the bid security of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which the County and Owner Designated Representative makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the County and Owner Designated Representative subject to revocation of such acceptance after the effective date of the Agreement.

C. Vendor/Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Vendor/Contractor has reasonable objection.

D. The Vendor/Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

4.13. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE:

A. Subsurface and Physical Conditions:

1. The Technical Specifications will identify:

   a. Any reports of explorations and tests of subsurface conditions at or contiguous to the site that Engineer has used in preparing the bid documents.

   b. Any drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the bid documents.

2. Copies of any reports and drawings referenced in the solicitation documents will be made available by Owner to any Bidder via the County's ePROCUREMENT Portal. Bidder is responsible for any interpretation or conclusion Bidder draws from any technical data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

B. Underground Facilities:

1. Information and data shown or indicated in the bid documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such underground facilities, including Owner, or others.

C. Hazardous Environmental Condition:

1. The Technical Specifications identify any reports and drawings relating to a hazardous environmental condition identified at the site that Engineer has used in preparing the bid documents.

4.14. BID GUARANTEE/BID BOND:

A. Each bid must be accompanied by a Certified Check, Cashier's Check, Official Bank Check or Bid Bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of bid, as guarantee that the Bidder will within fifteen (15) consecutive calendar days after award, enter into a written contract with the County for the performance of the work as awarded.

B. **Any submitted Bid Bond must be submitted to the County.**

C. Any submitted checks shall be drawn on a solvent bank or trust company to the order the Hernando County Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law.

D. Surety of Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks are not acceptable to Hernando County.

E. The County will, within ten (10) days after the Notice of Intent to Award, return the deposit of all Bidders except those posted by the three (3) lowest acceptable Bidders, whose deposit will be returned upon the final award and execution of the Contract between the successful Bidder and County, and after a satisfactory Performance Bond and Payment Bond have been executed.

F. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

G. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may withdraw the Notice of Award and the Bid Bond of that Bidder will be forfeited. The Bid Bond of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the effective date of the Agreement

or sixty-one (61) days after the bid opening, whereupon Bid Bonds furnished by such Bidders will be returned.

H. Bid Bonds of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within thirty (30) days after the Bid opening.

I. Bidders desiring their original Bid Bonds returned shall enclose a self-addressed stamped envelope with their bids marked “Bid Bond” in the lower left corner.

4.15. PERFORMANCE AND PAYMENT BOND:

A. Performance and Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such contract. When applicable, the performance and payment bond form will be included in the contract documents and said form must be properly executed by the surety company and successful Bidder within fifteen (15) calendar days after notification by the County of the County's intent to award the contract.

B. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a contract, the successful Bidder refuses or otherwise neglects to execute the required written contract or fails to furnish the required performance and payment bond, the amount of the Bidder's bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

C. The surety company must provide an Increase Rider to the Performance and Payment Bond or execute the Consent of Surety and Increase of Penalty form provided by the County if the contract is increased by change order.

4.16. FOREIGN COUNTRIES OF CONCERN:

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. GENERAL CONDITIONS

5.1. CONTRACT DOCUMENTS

The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are used merely for convenience purposes):

Solicitation

Introduction

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

Attachments

Exhibit A--Brooksville Health Department Parking Lot Plans

Exhibit B--Extension Office Parking Lot Plans

Exhibit C--Construction_Documents_required_after_Award

Exhibit D--Sample_Construction_Contract

Exhibit E--Holiday Schedule - 2025

A. 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.

B. Amending and Supplementing Contract Documents:

   1. 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.

   2. 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.

   3. 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.

4. 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.

C. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

D. Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    a. Insurance Certificate.
    b. Payment and Performance Bond.
3. The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Change Order(s).

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

F. There are no Contract Documents other than those listed in this paragraph.

G. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this Solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. Bidders shall submit a lump sum bid based on unit price line-item components as indicated on the Bid Form and include a separate price for each equivalent described in the bid documents and provided for in the Bid Form. The sum of each unit price line item will be the Total Base Bid. The price for each alternate will be the amount added to or deducted from the Total Base Bid if the County selects the alternate.

E. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

F. Bidder must submit all Required Forms and Certifications. Failure to submit these forms may render the bid non-responsive.

5.3. HOURS

All work is to be performed after hours, 6:00 pm to 6:00 am and on weekends. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Vendor/Contractor should provide five (5) days' notice when scheduling a County employee to be available outside the normal work hours.

5.4. REJECTION OF BID:

The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Solicitation, may be rejected at the option of the County. A Bidder shall not be qualified to bid when an investigation by the Chief Procurement Officer reveals that the Bidder is delinquent on a previously awarded contact or in litigation with Hernando County regarding a previously awarded contract.

5.5. MINOR INFORMALITIES AND IRREGULARITIES:

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

5.6. NON-EXCLUSIVE CONTRACT:

Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

5.7. NON-PERFORMANCE:

A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

B. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract.

5.8. ASSIGNMENT

The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

5.9. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

5.10. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all

licenses and permits required to complete this contractual service, unless otherwise stated in the Contract Documents. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee. Failure to have and/or furnish the required licenses or permits may be cause for rejection.

B. The Vendor/Contractor is hereby notified that a list of fees for construction related County certified licenses and County issued permits can be located at: https://www.hernandocounty.us/departments/departments-a-e/building-division/contractors.

C. The following permits are necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine whether additional permits are required. Vendor/Contractor and/or subcontractors shall obtain and pay for required permits. Notice to Proceed will not be issued until the permits are provided to the Project Manager.

1. NPDES-NOI Permit - The NPDES-FDEP legislation and permit information can be found on this site: https://floridadep.gov/water/stormwater

2. No Permit Required for this Section .

D. Vendor/Contractor and/or subcontractors shall be responsible for complying with all State of Florida and Hernando County license requirements prior to bidding on County projects and shall submit proof of licenses with the Bid. All licenses shall be in the Bidder's name or the key subcontractor's name, as listed in Questionnaire. Failure to submit proof of the required licenses shall deem the Bidder non-responsive. The following is a non-exhaustive list of the licenses necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine if additional licenses are necessary.

1. Certified Paving Contractors

E. Vendor/Contractors and/or subcontractors who are not properly licensed and/or do not furnish proof thereof with their bid, may be deemed non-responsive and may be rejected.

F. Owner shall assist Vendor/Contractor, when necessary, in obtaining such permits and licenses. Vendor/Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of bids. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

5.11. LAWS, REGULATIONS, PERMITS AND TAXES:

A. All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written.

B. Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal excise taxes and all sales taxes.

C. Vendor/Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Vendor/Contractor's compliance with any laws or regulations.

D. If Vendor/Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Vendor/Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work. However, it shall not be Vendor/Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with laws and regulations, but this shall not relieve Vendor/Contractor of Vendor/Contractor's obligations of reporting discrepancies.

E. Changes in laws or regulations not known at the time of opening of bids having an effect on the cost or time of performance of the work shall be the subject of an adjustment in contract price or contract times. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in the Contract Documents.

5.12. SITE AND OTHER AREAS

The site is identified in the Bid documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bid documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Vendor/Contractor.

5.13. TAXES

A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

1. **Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**

B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractors who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. and applicable rules of the Department of Revenue).

C. State sales tax and use taxes on materials and equipment are to be incorporated in the price bid.

D. Vendor/Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor/Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

5.14. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as an equivalent prior to the Solicitation Question Submission Deadline, for review and approval by Hernando County subject to the following provisions:

A. The Vendor/Contractor shall submit for each proposed equivalent sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer of Record to determine if the proposed equivalent is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

B. The Vendor/Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed equivalent is equal.

C. A list of installations where the proposed equivalent is used. Such listing shall cover a minimum of the previous three (3) years and will furnish project names and contact phone numbers.

D. Where the acceptance of an equivalent requires excessive review by the Engineer of Record, revision or redesign of any part of the work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Vendor/Contractor’s expense.

E. The Engineer of Record and Hernando County will have sole discretion to accept or deny any proposed equivalent.

F. Acceptance of any proposed equivalent shall in no way release the Vendor/Contractor from any of the provisions of the Contract Documents.

G. Hernando County may require, at Vendor/Contractor's expense, a special performance guarantee or other surety with respect to any equivalent.

H. Bids which do not comply with these requirements are subject to rejection.

5.15. BID EVALUATION AND AWARD:

A. The County requires that, at the time of submitting its bid response, the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Bid responses that fail to provide the required forms listed in Vendor Questionnaire may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The County reserves the right to determine which responses meet the requirements of this Solicitation, and which Bidders are responsive and responsible. The County reserves the right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.

B. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.

C. The County intends to award this Contract to the lowest, responsive and responsible Bidder or Bidders. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

D. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

E. Nothing contained herein shall place a duty upon the Hernando County Board of County Commissioners to reject bids or award a contract based upon anything other than its sole discretion as described herein.

F. Bidders are not permitted to submit more than one (1) bid for this project. Reasonable grounds for believing that any Bidder has an interest in more than one (1) bid for this project may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.

G. Owner will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

H. Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted.

I. The County reserves the right to investigate the competency and financial ability of any Bidder, proposed subcontractors, suppliers, or individuals that will perform the work; and, if after investigation, the evidence of competency or financial ability is not satisfactory, the County reserves the right to reject the bid.

J. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.K. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.L. If the County intends to reject all bids based on price the County may, before posting a notice of intent to reject all bids, provide to the lowest responsive, responsible bidder the opportunity to negotiate the scope of work with a corresponding reduction in price. Upon reaching a decision regarding the lowest bidder's reduced bid, the County will post notice of final agency action to either reject all bids or accept the reduced bid. This subsection does not prohibit the filing of a protest by any bidder or alter the deadlines provided for filing a protest. Upon receipt of a formal written protest that is timely filed, the County may continue the process provided in this subsection but may not take final agency action as to the lowest bidder except as part of the County's final agency action in the protest or upon dismissal of the protest by the protesting party.

5.16. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing

structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

    a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the Solicitation fully complies with the local vendor eligibility identified in Paragraph 2 below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

    a. A physical business and location address;

    b. Proof of payment of real property tax due to Hernando County

    c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;

    d. Anny additional information necessary to verify local status.

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than $10,000.00 or less.

F. Appeal: If an application for a "Local Vendor/Contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.17. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing bid guaranty bonds, or 100% Performance/Payment Bonds, called for in these Contract Documents, shall meet and comply with the following minimum standards:

A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of sec. 255.05, F.S.

B. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).

C. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their power of attorney to sign such bond.

D. Agents of surety companies must list their name, address and telephone number on all bonds.

E. If the surety on any bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another bond and surety, both of which must be acceptable to the County.

5.18. LITIGATION/WAIVER OF JURY TRIAL

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be

construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

5.19. MAINTENANCE OF RECORDS

The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTE, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020,

PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604.

Per sec. 20.055(5), F.S., it is the duty of every State officer, employee, agency, special district, board, commission, Contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.20. FISCAL NON-FUNDING:

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5.21. CONFLICT OF INTEREST

A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

   A. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

   B. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of

County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.22. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefor, shall not accept any gratuities.

B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a contract to the prime Vendor/Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

5.23. E-VERIFY

A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid/proposal, Vendor/Contractor represents and warrants (a) that the 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, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Procurement Department at (352) 754-4020: and

   2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE.

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

   1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

   2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.

   3. Establish a written hiring and employment eligibility verification policy.

   4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

   5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

   6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

   7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

   8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor agreements.

9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.24. INSURANCE REQUIREMENTS

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

   a. State.....Statutory

   b. APPLICABLE FEDERAL.....Statutory

   c. EMPLOYER'S LIABILITY.....Minimum:

      i. $100,000.00 each accident

      ii. $100,000.00 by employee

      iii. $500,000.00 policy limit

   d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
   https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

   a. Coverage as follows:

      i. EACH OCCURRENCE.....$1,000,000.00

      ii. GENERAL AGGREGATE $2,000,000.00

      iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

      iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

   b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

      i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

   a. COMBINED SINGLE LIMIT (CSL)..... ..... $1,000,000.00 or:

      i. BODILY INJURY (Per Person)..... $1,000,000.00

      ii. BODILY INJURY (Per Accident)..... $1,000,000.00

      iii. PROPERTY DAMAGE.....$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves

the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

5.25. EXECUTION OF WRITTEN CONTRACT

The successful Bidder will be required to sign a written contract, in two (2) copies, which has been made a part of this bid package and identified as the Sample Construction Agreement in Questionnaire. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the County to this Bidder; said signing to be accomplished within ten (10) days after Notice of Award.

5.26. CONE OF SILENCE

A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.27. 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.

A. 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.

B. 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.

C. 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.

D. 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:

1. the name, address, telephone number and contact person for the material supplier
2. manufacturer or brand, model or specification number of the item
3. quantity needed as estimated by Vendor/Contractor
4. the price quoted by the supplier for the materials identified therein
5. any sales tax associated with such quote
6. delivery dates as established by Vendor/Contractor
7. any reduction in Vendor/Contractor's cost for both the Payment Bond and the Performance Bond
8. shipping, handling and insurance costs
9. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal

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.

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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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, Bid Specifications. To that end, the Vendor/Contractor expressly agrees it shall make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Vendor/Contractor.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

6. SPECIAL CONDITIONS

6.1. TIME OF COMPLETION

Bidder agrees that all work at both locations will be substantially complete within one hundred twenty (120) calendar days after the commencement date indicated in the Notice to Proceed, and ready for final payment within one hundred fifty (150) calendar days after the date indicated on the Notice to Proceed. The timeframe between substantial and final completion is thirty (30) calendar days. Completion time includes material ordering lead times. Materials shall not be ordered prior to issuance of the Notice to Proceed has been issued.

6.2. STARTING THE WORK

A. Before undertaking each part of the work, the Vendor/Contractor shall:

1. Carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Vendor/Contractor shall promptly report in writing to the Project Manager any conflict, error or discrepancy which the Vendor/Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any work affected thereby; however, Vendor/Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the Contract Documents, unless Vendor/Contractor had actual knowledge, or should reasonably have known thereof.

2. Within ten (10) calendar days after the effective date of the Agreement (unless otherwise specified), Vendor/Contractor shall submit to the Engineer for review:

   a. A preliminary Progress Schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including milestones specified in the Contract Documents;

   b. A preliminary schedule of shop drawings and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

   c. A preliminary Schedule of Values for all the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.

B. The Vendor/Contractor will start the work within ten (10) calendar days of the official Notice to Proceed date. The Contract Time shall commence to run from the date of the Notice to Proceed.

6.3. LIQUIDATED DAMAGES

A. Bidders hereby agree that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the bid documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving substantial completion and/or final completion therefore shall be in accordance with the amount(s) set forth in Construction Agreement, Article 3, Paragraph 3.03, of the contract documents. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.

B. Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract 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 **150.00**. This 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 as required to complete all work specified.

6.4. INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

A. It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

B. The Contract Documents are complementary; what is called for by one (1) is as binding as if called for by all.

C. Reference Standards:

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Owner,

Vendor/Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their related entities, any duty or authority to supervise or direct the performance of the work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. If, during the performance of the work, the Vendor/Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Vendor/Contractor shall promptly report it to Engineer in writing. Vendor/Contractor shall not proceed with the work affected thereby until an amendment or supplement to the Contract Documents has been issued. The more stringent requirements shall apply unless otherwise approved.

E. 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 professional 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.

F. Vendor/Contractor shall make reasonable efforts to identify potential changes which may enhance efficiency, reliability, serviceability or economy of operation, accelerate the construction schedule, reduce cost of construction, or otherwise enhance any benefits to Hernando County. The Vendor/Contractor, in its reasonable judgment, may propose in writing to Hernando County any such potential change, along with its proposed effect on the cost of the work or the installation schedule. Hernando County shall consider any such proposed change in good faith and may, in its sole discretion, approve in writing any such change.

G. Reuse of Documents:

1. Vendor/Contractor and any subcontractor or supplier shall not:

    a. Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

    b. Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

2. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Vendor/Contractor from retaining copies of the Contract Documents for record purposes.

H. Electronic Data:

1. Copies of data furnished by Owner or Engineer to Vendor/Contractor that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.
3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

6.5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All construction practices, material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA. requirements; the Bidder's signature upon the Bid Form in these bid documents, being by this reference considered a certification of such fact.

6.6. OWNER'S RESPONSIBILITIES AFTER AWARD

A. Communications to Vendor/Contractor: Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Vendor/Contractor through designated Authorized Owner Representative.

B. Furnish Data: Owner shall promptly furnish the data required of Owner under the Contract Documents.

C. Pay When Due: Owner shall make payments to Vendor/Contractor when they are due as provided in the Contract Documents.

D. Lands and Easements; Reports and Tests: Owner's duties to provide lands and easements and to provide engineering surveys to establish reference points are set forth in the Contract Documents. Owner shall identify and make available to Vendor/Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating

to existing surface or subsurface structures at or contiguous to the site that have been utilized by the Engineer in preparing the Contract Documents.

E. Change Orders: Owner is obligated to execute change orders as indicated in the Contract Documents.

F. Inspections, Tests, and Approvals: Owner's responsibility regarding certain inspections, tests, and approvals is set forth in the Contract Documents.

G. Limitations on Owner's Responsibilities: The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

H. Undisclosed Hazardous Environmental Condition: Owner's responsibility regarding undisclosed hazardous environmental conditions is set forth in the Contract Documents.

I. Evidence of Financial Arrangements: Owner's responsibility, if any, to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents will be as set forth in the Contract Documents

6.7. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

A. Owner's Designated Representative: The duties and responsibilities and the limitations of authority of the Owner's Designated Representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner.

B. Visits to Site:

1. Owner's Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the Owner Designated Representative deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Vendor/Contractor's executed work. Based on information obtained during such visits and observations, the Owner Designated Representative will determine, in general, if the work is proceeding in accordance with the Contract Documents. The Owner Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Owner Designated Representative's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, Owner Designated Representative will keep Owner informed of the progress of the work and will endeavor to guard Owner against defective work.

2. Owner Designated Representative's visits and observations are subject to all the limitations on Owner Designated Representative's authority and responsibility set forth in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES". Particularly, but without limitation, during or as a result of Owner Designated Representative's visits or observations of Vendor/Contractor's work Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work.

C. Project Representative: If Owner and Owner Designated Representative agree, Owner Designated Representative will furnish a Resident Project Representative to assist Owner Designated Representative in providing more extensive observation of the work. The authority and responsibilities of any such Resident Project Representative and assistants is provided in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES", and limitations on the responsibilities thereof are provided below. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.

D. Authorized Variations in Work: Owner Designated Representative may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a field order and will be binding on Owner and also on Vendor/Contractor, who shall perform the work involved promptly. If Owner or Vendor/Contractor believes that a field order justifies an adjustment in the contract price or contract times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

E. Rejecting Defective Work: Owner Designated Representative will have authority to reject work which Owner Designated Representative believes to be defective, or that Owner Designated Representative believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Owner Designated Representative will also have authority to require special inspection or testing of the work as provided in Section titled "TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK: paragraph titled "TESTS AND INSPECTIONS", whether or not the work is fabricated, installed, or completed.

F. Determinations for Unit Price Work: Owner Designated Representative will determine the actual quantities and classifications of unit price work performed by Vendor/Contractor. Owner Designated Representative will review with Vendor/Contractor the Owner Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Owner Designated Representative's written decision thereon will be final and binding (except as modified by Owner Designated Representative to reflect changed factual conditions or more accurate data) upon Owner and Vendor/Contractor, subject to the provisions Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" paragraph titled "VENDOR/CONTRACTOR'S FEE".

G. Decisions on Requirements of Contract Documents and Acceptability of Work:

1. Owner Designated Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Owner and Vendor/Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the work, will be referred initially to Owner Designated Representative in writing within thirty (30) days of the event giving rise to the question.

2. Owner Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain Owner's approval to issue decision. If Owner or Vendor/Contractor believes that any such decision entitles them to an adjustment in the contract price or contract times or both, a claim may be made under the provision stated in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

3. Owner Designated Representative's written decision on the issue referred will be final and binding on Owner and Vendor/Contractor, subject to the provisions in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES".

4. When functioning as interpreter and judge under paragraph titled "DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK", Owner Designated Representative will not show partiality to Owner or Vendor/Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

H. Limitations on Owner Designated Representative's Authority and Responsibilities:

1. Neither Owner Designated Representative's authority or responsibility under this paragraph or under any other provision of the Contract Documents nor any decision made by Owner Designated Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility

by Owner Designated Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner Designated Representative to Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

2. Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner Designated Representative will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

3. Owner Designated Representative will not be responsible for the acts or omissions of Vendor/Contractor or of any subcontractor, any supplier, or of any other individual or entity performing any of the work.

4. Owner Designated Representative's review of the application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Section titled "PAYMENTS TO CONTRACTOR AND COMPLETION" paragraph titled "REVIEW OF APPLICATIONS" will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

5. The limitations upon authority and responsibility set forth in this paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.

6.8. CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence:

1. The Vendor/Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Vendor/Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

2. The Vendor/Contractor will keep on the site at all times during its progress a competent, Resident Superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Vendor/Contractor's representative at the site and shall have authority to act on behalf of the Vendor/Contractor. All communications given to the superintendent shall be as binding as if given to the Vendor/Contractor.

B. Labor, Materials and Equipment:

1. The Vendor/Contractor will provide competent, suitable, qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

2. Unless otherwise specified in the Contract Documents, Vendor/Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

3. All materials and equipment will be new except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of Owner. If required by the Owner, the Vendor/Contractor will furnish satisfactory evidence (including reports of required tests and/or purchase receipts) as to the source, kind and quality of materials and equipment furnished.

4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, supplier, fabricator or processors except as otherwise provided in the Contract Documents.

C. Progress Schedule:

1. Vendor/Contractor shall adhere to the Progress Schedule requirements established in the Contract Documents as it may be adjusted from time to time as provided below.

   a. Vendor/Contractor shall submit to Owner Designated Representative for acceptance proposed adjustments in the Progress Schedule that will not result in changing the contract times. Such adjustments will comply with any provisions of the Contract Documents applicable thereto.

   b. Proposed adjustments in the Progress Schedule that will change the contract times shall be submitted in accordance with the requirements stated in the Contract Documents. Adjustments in contract times may only be made by a change order.

   c. All work of this Contract shall be scheduled and monitored by the Vendor/Contractor using the Critical Path Method (CPM). The Vendor/Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Vendor/Contractor will prepare revisions of the schedule to reflect changes in the Vendor/Contractor's plan of performance or changes in the work and submit these revisions to the Owner Designated Representative for acceptance.

   d. The Vendor/Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Owner Designated Representative. Each major

and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11 inch by 17 inch (11" X 17") paper.

D. Concerning Subcontractors, Suppliers and Others:

1. The Vendor/Contractor will not employ any subcontractor, supplier, other person or entity, whether initially or as a replacement, against whom the Owner may have reasonable objections, nor will the Vendor/Contractor be required to employ any subcontractor, supplier, or other individual or entity, against whom the Vendor/Contractor has reasonable objection.

2. The Vendor/Contractor will not make any substitution for any subcontractor who has been accepted by the Owner, unless the Owner determines that there is good cause for doing so.

3. The Vendor/Contractor will be fully responsible for all acts and omissions of his subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Vendor/Contractor is responsible for Vendor/Contractor's own acts and omissions. Nothing contained in the Contract Documents:

   a. Shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Owner Designated Representative and any such Subcontractor, supplier or other individual or entity, nor

   b. Shall anything in the Contract Documents create any obligation on the part of Owner or Owner Designated Representative to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.

4. Vendor/Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Vendor/Contractor.

5. Vendor/Contractor shall require all subcontractors, suppliers, and such other individuals or entities performing or furnishing any of the work to communicate with Owner Designated Representative through Vendor/Contractor.

6. The divisions and sections of the specifications and the identifications of any drawings shall not control Vendor/Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

7. All work performed for Vendor/Contractor by a subcontractor or supplier will be pursuant to an appropriate agreement between Vendor/Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Owner Designated Representative.

Whenever any such agreement is with a subcontractor or supplier who is listed as an additional insured on the property insurance as provided in the Contract Documents, the agreement between the Vendor/Contractor and the subcontractor or supplier will contain provisions whereby the subcontractor or supplier waives all rights against Owner, Vendor/Contractor, and Owner Designated Representative, and all other individuals or entities identified in the Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or supplier, Vendor/Contractor will obtain the same.

8. The Vendor/Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

9. The Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the Owner.

6.9. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Patent Fees And Royalties:

1. Vendor/Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of Owner or Owner Designated Representative its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

2. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

B. Use Of Premises:

1. The Vendor/Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

2. The Vendor/Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County property or in public right-of-way areas indicated on the contract drawings as including work to be done pursuant to the Contract Documents. In the event the Vendor/Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Vendor/Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Vendor/Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Vendor/Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

C. Record Documents:

1. Vendor/Contractor shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, addenda, change orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Engineer for Owner.

2. Record Drawings: The Engineer will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each month or as otherwise agreed, the Vendor/Contractor shall submit to the Engineer a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

D. Safety And Protection:

1. Vendor/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor/Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a. All employees on the site and other persons who may be affected by the work:

b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

2. Vendor/Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Vendor/Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

3. All damage, injury, or loss to any property referred to above; caused directly or indirectly, in whole or in part, by Vendor/Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Vendor/Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Vendor/Contractor or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).

4. Vendor/Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Engineer has issued final acceptance.

5. Vendor/Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Vendor/Contractor is obligated to act to prevent threatened damage, injury, or loss. Vendor/Contractor shall give Owner Designated Representative prompt written notice if Vendor/Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner Designated Representative determines that a change in the Contract Documents is required because of the action taken by Vendor/Contractor in response to such an emergency, a change order will be issued.

6.10. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Shop Drawings, Samples and Test Specimens, Additional and Special Submittals:

1. Vendor/Contractor shall submit all shop drawings, samples and test specimens, additional and special submittals to Owner Designated Representative for review and approval in accordance with the acceptable Schedule of Submittals. The Vendor/Contractor's attention is directed to the individual specification sections in these Contract Documents which may contain additional and special submittal requirements.

   a. Shop Drawings:

      i. Submit number of copies specified in the specifications.

      ii. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable Owner Designated Representative to review the information for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor’s convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor’s progress and understanding of the design.

      iii. Should the Vendor/Contractor propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner Designated Representative 's preliminary review), the Vendor/Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

      iv. The Vendor/Contractor agrees that shop drawing submittals processed by the Owner Designated Representative do not become Contract Documents and are not change orders.

   b. Samples and Test Specimens:

      i. Submit number of samples and/or test specimens as required in the specifications. Where required in the specifications, and as determined necessary by the Owner Designated Representative, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Owner Designated Representative at the Vendor/Contractor's expense, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

ii. Clearly identify each as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner Designated Representative may require enabling Owner Designated Representative to review the submittal for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.

iii. All samples and test specimens shall be submitted in ample time to enable the Owner Designated Representative to make any examinations necessary, without delay to the work. The Vendor/Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Owner Designated Representative, as specified.

iv. The Vendor/Contractor shall submit additional samples as required by the Owner Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.

v. Laboratory tests and examinations that the Owner elects to have made by an independent testing laboratory will be made at no cost to the Vendor/Contractor, except that, if a sample of any material or equipment proposed for use by the Vendor/Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Vendor/Contractor.

vi. All tests required by the specifications to be performed by an independent laboratory shall be made by an Owner approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the Owner Designated Representative. The samples furnished and the cost for the laboratory services shall be at the expense of the Vendor/Contractor and included in the prices bid for the associated work.

vii. Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the Owner Designated Representative for reference.

c. Submittals:

i. All technical submittals shall be fully sufficient in detail for determination of compliance with the Contract Documents.

ii. Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the Vendor/Contractor shall not add to the Contract amount, and all additional costs which may result therefrom shall be solely the obligation of the Vendor/Contractor.

iii. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.

iv. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Owner Designated Representative has reviewed same and returned copies with stamp and signature indicating action taken.

2. Where shop drawings, samples, additional technical or special submittals are required by the Contract Documents or the Schedule of Submittals, any related work performed prior to Owner Designated Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Vendor/Contractor.

3. Submittal Procedures:

a. Submittals shall be addressed to the Owner Designated Representative as defined in these construction documents. Before submitting each shop drawing, sample, test specimens or other technical submittal, Vendor/Contractor shall have determined and verified:

i. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

ii. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;

iii. All information relative to Vendor/Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

iv. Shall also have reviewed and coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Contract Documents.

b. Each submittal shall bear a stamp or specific written certification that Vendor/Contractor has satisfied Vendor/Contractor's obligations under the Contract Documents with respect to Vendor/Contractor's review and approval of that submittal. The practice of submitting incomplete or unchecked shop drawings for the Owner Designated Representative to correct or finish will not be acceptable. shop drawings which, in the opinion of the Owner Designated Representative, clearly indicate that they have not been checked by the Vendor/Contractor will be considered as not complying

with the intent of the Contract Documents and will be returned to the Vendor/Contractor for resubmission in the proper form.

c. With each submittal, Vendor/Contractor shall give Owner Designated Representative specific written notice of any variations, that the shop drawing or sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the shop drawings or sample submittal; and, in addition, by a specific notation made on each shop drawing or sample submitted to Owner Designated Representative for review and approval of each such variation.

d. The Vendor/Contractor shall submit to the Owner Designated Representative for his review five (5) copies of shop drawings, electrical diagrams, performance data and pump curves, wiring and control diagrams, special features, interface schematic diagrams, catalog information and cuts for fabricated items and manufactured items including structural, mechanical, electrical, plumbing, process, instrumentation and control systems and equipment furnished under this Contract. Shop drawings shall be submitted in sufficient time to allow the Owner Designated Representative not less than twenty (20) regular working days for examining the drawings.

4. Owner Designated Representative's Review:

a. Owner Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to Owner Designated Representative. Owner Designated Representative's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

b. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

c. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or

sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

5. Re-submittal Procedures:

   a. Vendor/Contractor shall make corrections required by Owner Designated Representative and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Vendor/Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner Designated Representative on previous submittals. Costs incurred by Owner Designated Representative, and/or Owner, related to review and approval of additional submittals beyond that associated with the original submittal and one (1) re-submittal will be the responsibility of the Vendor/Contractor.

6. Certificates of Compliance:

   a. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Owner Designated Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

   b. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Vendor/Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

   c. The Owner Designated Representative reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.

   d. The form of the Certificate of Compliance and its disposition shall be as directed by the Owner Designated Representative.

6.11. CONTRACTOR'S RESPONSIBILITES (continued)

A. Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as permitted in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph entitled "DELAYS" or as Owner and Vendor/Contractor may otherwise agree in writing.

B. Use of Site and Other Areas:

1. Limitation on Use of Site and Other Areas:

a. Vendor/Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by laws and regulations, and shall not unreasonably encumber the site and other areas with construction equipment or other materials or equipment. Vendor/Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.

b. Should any claim be made by any such owner or occupant because of the performance of the work, Vendor/Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

c. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner Designated Representative, or any other party indemnified hereunder to the extent caused by or based upon Vendor/Contractor's performance of the work.

2. Removal of Debris During Performance of the Work: During the progress of the work Vendor/Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

3. Clean Up: The Vendor/Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Vendor/Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. If at any time during construction of this project, the

Vendor/Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Vendor/Contractor shall be deducted from amounts due to the Vendor/Contractor. Prior to Substantial Completion of the work, Vendor/Contractor shall clean the site and the work and make it ready for utilization by Owner. At the completion of the work Vendor/Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

4. Loading Structures: Vendor/Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Vendor/Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

C. Vendor/Contractor's General Warranty and Guarantee:

1. Vendor/Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner Designated Representative and its related entities shall be entitled to rely on representation of Vendor/Contractor's warranty and guarantee. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or any inspections, test or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Bid Specification.

2. Vendor/Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

   a. Abuse, modification, or improper maintenance or operation by persons other than Vendor/Contractor, subcontractors, suppliers, or any other individual or entity for whom Vendor/Contractor is responsible; or

   b. Normal wear and tear under normal usage.

3. Vendor/Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Vendor/Contractor's obligation to perform the work in accordance with the Contract Documents:

   a. Observations by Owner Designated Representative;

   b. Recommendation by Owner Designated Representative or payment by Owner of any progress or final payment;

c. The issuance of a certificate of Substantial Completion by Owner Designated Representative or any payment related thereto by Owner;

d. Use or occupancy of the work or any part thereof by Owner;

e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner Designated Representative;

f. Any inspection, test, or approval by others; or

g. Any correction of defective work by Owner.

4. The Vendor/Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the state board of health or of the Owner Designated Representative.

5. The Vendor/Contractor shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at any outlying points determined by the Owner to be necessary to satisfy project requirements and to maintain safe operations at the landfill. If traffic control is necessary, the Vendor/Contractor shall prepare a detailed traffic control plan. This plan shall be approved in writing by the Owner prior to implementation by the Vendor/Contractor.

D. Delegation of Professional Design Services:

1. Vendor/Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the work or unless such services are required to carry out Vendor/Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Vendor/Contractor shall not be required to provide professional services in violation of applicable law.

2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Vendor/Contractor by the Contract Documents, Owner and Owner Designated Representative will specify all performance and design criteria that such services must satisfy. Vendor/Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Owner Designated Representative.

3. Owner and Owner Designated Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such

design professionals, provided Owner and Owner Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.

4. Owner Designated Representative's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner Designated Representative's review and approval of shop drawings and other submittals (except design calculations and design drawings) will be only for the purpose of determining if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

5. Vendor/Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.12. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:

A. Availability of Lands:

1. Owner shall furnish the site. Owner shall notify Vendor/Contractor of any encumbrances or restrictions not of general application but specifically related to use of the site with which Vendor/Contractor must comply in performing the work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, as a result of any delay in Owner's furnishing the site or a part thereof, Vendor/Contractor may make a claim therefore as provided in the Contract Documents.

2. Upon reasonable written request, Owner shall furnish Vendor/Contractor with a current statement of record legal title and legal description of the lands upon which the work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable laws and regulations.

3. Vendor/Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

B. Subsurface and Physical Conditions:

1. Reports and Drawings:

a. Those reports of explorations and tests of subsurface conditions at or contiguous to the site that Owner Designated Representative has used in preparing the Contract Documents; and

b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the Contract Documents will be included in the Contract Documents as Attachments.

2. Limited reliance by Vendor/Contractor on technical data authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Contract Documents. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

   a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Vendor/Contractor,

   b. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

   c. Any Vendor/Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3. Differing Subsurface or Physical Conditions:

   a. Notice: If Vendor/Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

      i. Is of such a nature as to establish that any technical data on which Vendor/Contractor is entitled to rely as provided in Titled "UNDERGROUND FACILITIES" is materially inaccurate; or

      ii. Is of such a nature as to require a change in the Contract Documents; or

      iii. Differs materially from that shown or indicated in the Contract Documents; or

      iv. Is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Owner Designated Representative in writing about such condition.

Vendor/Contractor shall not further disturb such condition or perform any work in connection therewith until receipt of written order to do so.

b. Owner Designated Representative's Review: After receipt of written notice, Owner Designated Representative will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Vendor/Contractor) of Owner Designated Representative's findings and conclusions.

c. Possible Price and Times Adjustments:

   i. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Vendor/Contractor's cost of, or time required for, performance of the work; subject, however, to the following:

      I. Such condition must meet any one (1) or more of the categories described in Section Titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph titled "DELAYS" and

      II. With respect to work that is paid for on a unit price basis, any adjustment in contract price will be subject to the provisions of stated in the Contract Documents.

   ii. Vendor/Contractor shall not be entitled to any adjustment in the contract price or contract times if:

      I. Vendor/Contractor knew of the existence of such conditions at the time Vendor/Contractor made a final commitment to Owner with respect to contract price and contract times by the submission of a bid or becoming bound under a negotiated Contract; or

      II. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Vendor/Contractor prior to Vendor/Contractor's making such final commitment; or

      III. Vendor/Contractor failed to give the written notice as required by provisions above.

   iii. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, a claim may be made therefore as provided in Contract Documents. However, Owner and Owner Designated Representative, and any of their related

entities shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

4. Underground Facilities:

   a. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such underground facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Bid documents:

      i. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

      ii. The cost of all of the following will be included in the contract price, and Vendor/Contractor shall have full responsibility for:

         I. Reviewing and checking all such information and data,

         II. Locating all underground facilities shown or indicated in the Contract Documents,

         III. Coordination of the work with the owners of such underground facilities, including Owner, during construction, and

         IV. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the work.

      iii. The Vendor/Contractor shall locate all existing utilities, vertical and horizontal, prior to commencement of construction and any excavation.

   b. Not Shown or Indicated:

      i. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, identify the owner of such underground facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such

time, Vendor/Contractor shall be responsible for the safety and protection of such underground facility.

ii. If Engineer concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract price or contract times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Vendor/Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in contract price or contract times, Owner or Vendor/Contractor may make a claim therefore as provided in the Contract Documents.

c. Obstructions:

i. Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or benchmark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.

6.13. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS: (continued)

A. Reference Points:

1. Owner shall provide engineering surveys to establish reference points for construction which in Owner Designated Representative's judgment are necessary to enable Vendor/Contractor to proceed with the work. Vendor/Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written

approval of Owner. Vendor/Contractor shall report to Owner Designated Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

2. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The number and extent of such control will be designated to the Vendor/Contractor by the Owner Designated Representative prior to bid opening, upon request. It shall be the responsibility of the Vendor/Contractor to check all stakes as set by the Engineer for possible error. The Vendor/Contractor shall furnish, free of charge, all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the stakes or marks are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3. The Vendor/Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Owner Designated Representative for, and received from him, such points as may be necessary as the work progresses. The work shall be done in strict conformity with such points.

    a. Alignment Markers. The markers for alignment and location information which are shown on the plans have been previously established by a Florida registered land surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The Vendor/Contractor shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The Vendor/Contractor shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Vendor/Contractor shall employ a Florida registered land surveyor to reset or replace them.

    b. Bench Marks. The Vendor/Contractor shall lay out his work from bench marks and elevations set by the Engineer. Bench marks and elevations set by the Engineer will be shown and explained to the Vendor/Contractor. Thereafter, these bench marks and elevations become the sole responsibility of the Vendor/Contractor, and if replacement is required, either at the request of the Vendor/Contractor or in the judgment of the

Owner Designated Representative, the Vendor/Contractor shall pay for the cost of replacement. The Vendor/Contractor shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

B. Hazardous Environmental Condition at Site:

1. Reports and Drawings: Any reports and drawings relating to a hazardous environmental condition identified at the site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents will be included in the Contract Documents as Attachments under Reference Documents.

2. Limited Reliance by Vendor/Contractor on Technical Data Authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Technical Specifications. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

   a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Vendor/Contractor and safety precautions and programs incident thereto; or

   b. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings;

3. Vendor/Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the work. Vendor/Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the site by Vendor/Contractor, subcontractors, suppliers, or anyone else for whom Vendor/Contractor is responsible.

4. If Vendor/Contractor encounters a hazardous environmental condition or if Vendor/Contractor or anyone for whom Vendor/Contractor is responsible creates a hazardous environmental condition, Vendor/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Owner Designated Representative (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Owner Designated Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

5. Vendor/Contractor shall not be required to resume work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Vendor/Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such work may be resumed safely. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in contract price or contract times, or both, as a result of such work stoppage or such special conditions under which work is agreed to be resumed by Vendor/Contractor, either party may make a claim therefore as provided in the Contract Documents.

6. If after receipt of such written notice Vendor/Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then Owner may order the portion of the work that is in the area affected by such condition to be deleted from the work. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in contract price or contract times as a result of deleting such portion of the work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the work performed by Owner's own forces or others in accordance with Section "Other Work at the Site".

7. The provisions in this paragraph do not apply to a hazardous environmental condition uncovered or revealed at the site.

6.14. PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after the effective date of the contract, but before Vendor/Contractor starts the work at the site, a conference attended by Vendor/Contractor, Owner Designated Representative, and other County staff personnel as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling shop drawings and other submittals and for processing Applications for Payment, MOT, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the work.

6.15. INITIAL ACCEPTANCE OF SCHEDULES:

At least ten (10) days before submission of the first application for payment, a conference attended by Vendor/Contractor, Owner Designated Representative, and others as appropriate will be held to review for acceptability to Owner Designated Representative. Vendor/Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and re-submit the schedules. No progress payment shall be made to Vendor/Contractor until acceptable schedules are submitted to Owner Designated Representative.

A. The Progress Schedule will be acceptable to Owner Designated Representative if it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Owner Designated Representative responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Vendor/Contractor from Vendor/Contractor's full responsibility therefore.

B. Vendor/Contractor's Schedule of Submittals will be acceptable to Owner Designated Representative if it provides a workable arrangement for reviewing and processing the required submittals.

C. Vendor/Contractor's Schedule of Values will be acceptable to Owner Designated Representative as to form and substance if it provides a reasonable allocation of the contract price to component parts of the work.

6.16. CHANGES IN THE WORK; CLAIMS:

A. Authorized Changes in the Work:

1. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the work by a Change Order. Upon receipt of any such document, Vendor/Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

2. All Owner ordered Change Orders will be subject to approval as specified under the provisions of section 218.755, F.S. and as stipulated in the Contract Agreement attached herein.

3. If Owner and Vendor/Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the contract price or contract times, or both, that should be allowed as a result of a change order, a claim may be made therefor as provided in the Paragraph titled: "CLAIMS" below.

B. Unauthorized Changes in the Work: Vendor/Contractor shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency as stated in Paragraph titled "EMERGENCIES" above, or in the case of uncovering work as stated in Paragraph titled "UNCOVERING WORK", below.

C. Execution of Change Orders:

1. Owner and Vendor/Contractor shall execute appropriate change orders recommended by Owner Designated Representative covering:

a. Changes in the work which are: (i) ordered by Owner pursuant to Paragraph titled "AUTHORIZED CHANGED IN THE WORK" above, (ii) required because of acceptance of defective work pursuant to Paragraph titled "ACCEPTANCE OF DEFECTIVE WORK", below or Owner's correction of defective work pursuant to Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK" , below or (iii) agreed to by the parties;

b. Changes in the contract price or contract times which are agreed to by the parties, including any undisputed sum or amount of time for work actually performed in accordance with a change order; and

c. Changes in the contract price or contract times which embody the substance of any written decision rendered by Owner Designated Representative pursuant to Section titled "TESTS AND INSPECTIONS: CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", below ; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Vendor/Contractor shall carry on the work and adhere to the Progress Schedule as provided in Section titled "STARTING THE WORK", above.

2. The contract price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the contract price. The Contract Price may only be changed by a change order. Any claim for an increase in the Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by the Owner Designated Representative. Any change in the contract price shall be incorporated in a change order.

D. Notification to Surety: If notice of any change affecting the general scope of the work or the provisions of the Contract Documents (including, but not limited to, contract price or contract times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Vendor/Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

E. Claims:

1. Chief Procurement Officer's Decision Required: All claims, except those waived pursuant to Paragraph titled "WAIVER OF CLAIMS", below, shall be referred to the Chief Procurement Officer for decision. A decision by the Chief Procurement Officer shall be required as a condition precedent to any exercise by Owner or Vendor/Contractor of any rights or remedies either may otherwise have under Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK", below or by laws and regulations in respect of such claims.

2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT PRICE", above. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT TIMES". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

    a. Deny the claim in whole or in part,

    b. Approve the claim, or

    c. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

5. Chief Procurement Officer's written action or denial pursuant to Paragraphs 3. and 4., above will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

6. No claim for an adjustment in contract price or contract times will be valid if not submitted in accordance with the provisions stated in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" .

6.17. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

A. Cost of the Work:

1. Costs Included: The term cost of the work means the sum of all costs, except those excluded according to Section titled "COSTS EXCLUDED" below, necessarily incurred and paid by Vendor/Contractor in the proper performance of the work. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, the costs to be reimbursed to Vendor/Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Section titled "COSTS EXCLUDED".

    a. Payroll costs for employees in the direct employ of Vendor/Contractor in the performance of the work under schedules of job classifications agreed upon by Owner and Vendor/Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the site. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include Social Security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

    b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Vendor/Contractor unless Owner deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Vendor/Contractor shall make provisions so that they may be obtained.

    c. Payments made by Vendor/Contractor to subcontractors for work performed by subcontractors. If required by Owner, Vendor/Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Vendor/Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner Designated Representative, which bids, if any, will be acceptable. If any subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work and fee shall be determined in the same manner as Vendor/Contractor's cost of the work and fee as provided in this Section titled "COST OF THE WORK".

d. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.

e. Supplemental costs including the following:

   i. The proportion of necessary transportation, travel, and subsistence expenses of Vendor/Contractor's employees incurred in discharge of duties connected with the work.

   ii. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of Vendor/Contractor.

   iii. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Vendor/Contractor or others in accordance with rental agreements approved by Owner with the advice of the Owner Designated Representative, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

   iv. Sales, consumer, use, and other similar taxes related to the work, and for which Vendor/Contractor is liable, imposed by laws and regulations.

   v. Deposits lost for causes other than negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   vi. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by Vendor/Contractor in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract Documents), provided such losses and damages have resulted from causes other than the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining Vendor/Contractor's fee.

   vii. The cost of utilities, fuel, and sanitary facilities at the site.

viii. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressages, and similar petty cash items in connection with the work.

ix. Vendor/Contractor is required by the Contract Documents to purchase and maintain all bonds and insurance.

2. Costs Excluded: The term cost of the work shall not include any of the following items:

   a. Payroll costs and other compensation of Vendor/Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, procurement and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Vendor/Contractor, whether at the site or in Vendor/Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 1. (in this section) or specifically covered by Paragraph 1. d. (in this section), all of which are to be considered administrative costs covered by the Vendor/Contractor's fee.

      i. Expenses of Vendor/Contractor's principal and branch offices other than Vendor/Contractor's office at the site.

      ii. Any part of Vendor/Contractor's capital expenses, including interest on Vendor/Contractor's capital employed for the work and charges against Vendor/Contractor for delinquent payments.

      iii. Costs due to the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

      iv. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 1. and 2. (in this section).

3. Vendor/Contractor's Fee: When all the work is performed on the basis of cost-plus, Vendor/Contractor's fee shall be determined as set forth in the Agreement. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, Vendor/Contractor's fee shall be determined as set forth in Section titled: "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" Paragraph titled: "VENDOR/CONTRACTOR'S FEE".

4. Documentation: Whenever the cost of the work for any purpose is to be determined pursuant to Paragraph 1.(in this section), Vendor/Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a

form acceptable to Owner Designated Representative an itemized cost breakdown together with supporting data.

B. Allowances:

1. It is understood that Vendor/Contractor has included in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

2. Cash Allowances:

   a. Vendor/Contractor agrees that:

      i. The cash allowances include the cost to Vendor/Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

      ii. Vendor/Contractor's costs for unloading and handling on the site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

3. Contingency Allowance: Vendor/Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

4. Prior to final payment, an appropriate change order will be issued as recommended by Engineer to reflect actual amounts due Vendor/Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

C. Unit Price Work:

1. Where the Contract Documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Vendor/Contractor will be made by Owner Designated Representative subject to the provisions stated in the Contract Documents.

3. Each unit price will be deemed to include an amount considered by Vendor/Contractor to be adequate to cover Vendor/Contractor's overhead and profit for each separately identified item.

6.18. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Change of Contract Price:

A. The Contract Price may only be changed by a change order. Any claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the Owner Designated Representative and the Chief Procurement Officer to the Contract in accordance with Section titled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Claims" above .

B. The value of any work covered by a change order or of any claim for an adjustment in the Contract Price will be determined as follows:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions stated in Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "UNIT PRICE WORK"; or

2. Where the work involved is not covered by unit prices contained in the Contract Documents, but by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with above Section titled: COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "CASH ALLOWANCES"); or

3. Where the work involved is not covered by unit prices contained in the Contract Documents and Agreement to a lump sum is not reached under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "COST OF THE WORK" , on the basis of the cost of the work, plus a Vendor/Contractor's fee for overhead and profit as described in this Section, Paragraph titled "VENDOR/CONTRACTOR'S FEE", immediately below.

C. Vendor/Contractor's Fee: The Vendor/Contractor's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the cost of the work:

a. For costs incurred under Paragraphs B.1. and B.2. (in this section), the Vendor/Contractor's fee shall be fifteen percent (15%);

b. For costs incurred under Paragraph B.3. (in this section) , the Vendor/Contractor's fee shall be five percent (5%);

c. Where one (1) or more tiers of Sub-Contracts are on the basis of cost of the work plus a fee and no fixed fee is agreed upon, the intent of Paragraph C.2.a. above (in this section) is that the subcontractor who actually performs the work, at whatever tier, will be paid

a fee of fifteen percent (15%) of the costs incurred by such subcontractor under Paragraphs B.1 and B.2. (in this section) and that any higher tier subcontractor and Vendor/Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier subcontractor;

d. No fee shall be payable on the basis of costs itemized under Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "COST OF THE WORK", "COSTS INCLUDED" paragraph 1.A.4, 1.A.5 and 1.B.;

e. The amount of credit to be allowed by Vendor/Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Vendor/Contractor's fee by an amount equal to five percent (5%) of such net decrease; and

f. When both additions and credits are involved in any one (1) change, the adjustment in Vendor/Contractor's fee shall be computed on the basis of the net change in accordance with above Paragraphs (in this section) C.2.a. through C.2.f., inclusive.

D. In such case, the Vendor/Contractor will submit in the form prescribed by the Owner, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

6.19. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES (continued)

A. Change of Contract Times:

1. The Contract Times may only be changed by a change order. Any claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of Section titled " CHANGES INT HE WORK; CLAIMS" paragraph titled "CLAIMS".

2. Any adjustment of the contract times covered by a change order or any claim for an adjustment in the contract times will be determined in accordance with the provisions of this paragraph.

B. Delays:

1. Where Vendor/Contractor is prevented from completing any part of the work within the contract times due to delay beyond the control of Vendor/Contractor, the contract times will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS, paragraph titled "CLAIMS". Delays beyond the control of Vendor/Contractor shall include, but not be limited

to, acts or neglect by Owner, acts or neglect of utility owners or other Vendor/Contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

2. If Owner, Engineer, or other Vendor/Contractors or utility owners performing other work for Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the work, then Vendor/Contractor shall be entitled to an equitable adjustment in the contract price or the contract times, or both. Vendor/Contractor's entitlement to an adjustment of the contract times is conditioned on such adjustment being essential to Vendor/Contractor's ability to complete the work within the contract times.

3. If Vendor/Contractor is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Vendor/Contractor, then Vendor/Contractor shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to Vendor/Contractor's ability to complete the work within the Contract Times. Such an adjustment shall be Vendor/Contractor's sole and exclusive remedy for the delays described in this paragraph.

    a. Time Extensions for Delays Caused by Weather - Extensions of Contract Time for delays caused by the effects of inclement weather are justified only when inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

        i. The Vendor/Contractor being unable to work at least fifty percent (50%) of the normal work day on the predetermined controlling work items; or

        ii. The Vendor/Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

        iii. Vendor/Contractor must submit a written notice along with their updated Progress Schedule with their monthly progress payment request. If no monthly progress payment is being submitted for the month, then a written notice within thirty (30) days after occurrence of the event(s) giving rise to the weather delays must be submitted to the Owner, Engineer or designated person.

    b. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

c. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

d. Weather Delays for Projects - Time extensions will be granted on a contract day per delayed day.

i. The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled work days and the controlling items of work. The initial progress schedule must be approved and agreed to by Owner, Engineer, or designated person and Contractor's Representative prior to the notice to proceed being issued and before any work has been performed and monthly when submitted with the pay request if any changes have occurred during the reporting period. No weather delays will be recognized before the Vendor/Contractor actually begins work or attempts to begin work in accordance with the approved project work schedule. Weather delays will be granted only during the authorized contract time period.

ii. The Owner, Engineer or designated person shall review the request and the daily reports and determine if these delays are authorized. A written response will be given to the Contractor/Vendor within five (5) business days after receipt of the request. The Chief Procurement Officer will be provided a copy of this letter and any related correspondence.

4. Owner, Engineer and the related entities of each of them shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

5. Vendor/Contractor shall not be entitled to an adjustment in contract price or contract times for delays within the control of Vendor/Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Vendor/Contractor.

6.20. TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:

A. Notice of Defects: Prompt notice of all defective work of which Owner or Engineer has actual knowledge will be given to Vendor/Contractor. All defective work may be rejected, corrected, or accepted as provided in this Paragraph.

B. Access to Work: Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and the work at reasonable times for their observation, inspecting, and testing. Vendor/Contractor shall provide them proper and safe conditions for such access and advise them of Vendor/Contractor's site safety procedures and programs so that they may comply therewith as applicable.

C. Tests and Inspections:

1. Vendor/Contractor shall give Engineer timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

2. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

   a. For inspections, tests, or approvals covered by Paragraphs D. and E. below;

   b. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph C.2. shall be paid according to Paragraph E.; and

   c. As otherwise specifically provided in the Contract Documents.

3. If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Vendor/Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner Designated Representative the required certificates of inspection or approval.

4. Vendor/Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Owner Designated Representative's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Vendor/Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Owner Designated Representative.

5. If any work (or the work of others) that is to be inspected, tested, or approved is covered by Vendor/Contractor without written concurrence of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for observation.

6. Uncovering work as provided in Paragraph D. shall be at Vendor/Contractor's expense unless Vendor/Contractor has given Engineer timely notice of Vendor/Contractor's intention

to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

7. Periodic inspections will be held throughout the work at the discretion of the Owner and Engineer to verify progress and compliance to Contract Documents, pay requests and general quality control.

8. Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punch-list of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Vendor/Contractor, Owner Designated Representative and Owner.

9. Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be mandatory prior to approval of final pay request. Finals shall be made with a representative of the Vendor/Contractor, Engineer and Owner.

D. Uncovering Work:

1. If any work is covered contrary to the written request of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.

2. If Owner Designated Representative considers it necessary or advisable that covered work be observed by Owner Designated Representative or inspected or tested by others, Vendor/Contractor, at Owner Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material, and equipment.

3. If it is found that the uncovered work is defective, Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the contract price. if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

4. If, the uncovered work is not found to be defective, and there are no related inspection requirements in the contract documents, Vendor/Contractor shall be allowed an increase in the contract price or an extension of the contract times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Vendor/Contractor may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

E. Owner Designated Representative May Stop the Work: If the work is defective, or Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the contract documents, Owner may order Vendor/Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

F. Correction or Removal of Defective Work:

1. Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner Designated Representative, remove it from the project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

2. When correcting defective work under the terms of this paragraph or the paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.

G. Correction Period:

1. If within one (1) year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the contract documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

   a. Repair such defective land or areas; or

   b. Correct such defective work; or

   c. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and

d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

2. If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.

3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.

4. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under above paragraph F, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

5. Vendor/Contractor's obligations under above paragraph F. are in addition to any other obligation or warranty. The provisions of Paragraph F. shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

H. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Owner Designated Representative's recommendation of final payment, Owner Designated Representative) prefers to accept it, Owner may do so. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner Designated Representative as to reasonableness) and the diminished value of the work to the extent not otherwise paid by Vendor/Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner Designated Representative's recommendation of final payment, a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work, and Owner shall be entitled to an appropriate decrease in the contract price, reflecting the diminished value of work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS". If the acceptance occurs after such recommendation, an appropriate amount will be paid by Vendor/Contractor to Owner.

I. Owner May Correct Defective Work:

1. If Vendor/Contractor fails within a reasonable time after written notice from Owner Designated Representative to correct defective work or to remove and replace rejected work as required by Owner Designated Representative in accordance with Paragraph F., or if Vendor/Contractor fails to perform the work in accordance with the contract documents, or if Vendor/Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Vendor/Contractor, correct or remedy any such deficiency.

2. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site, take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's designated representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under Paragraph I. will be charged against Vendor/Contractor, and a change order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Vendor/Contractor's defective work.

4. Vendor/Contractor shall not be allowed an extension of the contract times because of any delay in the performance of the work attributable to the exercise by Owner of Owner's rights and remedies under Paragraph I.

6.21. PAYMENTS TO CONTRACTOR AND COMPLETION

A. Schedule of Values: The Schedule of Values established as provided in Section titled "STARTING THE WORK", paragraph A. 2. c. will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to Owner Designated Representative. Progress payments on account of unit price work will be based on the number of units completed.

B. Progress Payments:

1. Application for Payments:

a. At least twenty (20) business days before the date established in the Agreement for each progress payment (but not more often than once a month), Vendor/Contractor shall submit to Owner Designated Representative for review an application for payment filled out and signed by vendor/contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the contract documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment all of which must be satisfactory to Owner.

b. Beginning with the second application for payment, each application shall include an affidavit of Vendor/Contractor stating that all previous progress payments received on account of the work have been applied on account to discharge Vendor/Contractor's legitimate obligations associated with prior applications for payment.

c. The amount of retainage with respect to progress payments will be as stipulated in Article 5.02 of the construction agreement.

d. All progress payments will be subject to withholding and payment of retainage as specified under the provisions of Sec. 218.735, F.S. and as stipulated in the Contract Agreement attached herein. Payment requests will be processed within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Sec. 218.735, F.S.

2. Review of Applications:

a. Owner Designated Representative will, within five (5) business days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to Owner or return the application to Vendor/Contractor indicating in writing Owner Designated Representative's reasons for refusing to recommend payment. In the latter case, Vendor/Contractor may make the necessary corrections and resubmit the application.

b. Owner Designated Representative's recommendation of any payment requested in an application for payment will constitute a representation by Owner Designated Representative to Owner, based on Owner Designated Representative's observations on the site of the executed work as an experienced and qualified design professional and on Owner Designated Representative's review of the application for payment and the

accompanying data and schedules, that to the best of Owner Designated Representative's knowledge, information and belief:

i. The work has progressed to the point indicated;

ii. The quality of the work is generally in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price work under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK",, and to any other qualifications stated in the recommendation); and

iii. The conditions precedent to Vendor/Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Owner Designated Representative's responsibility to observe the work.

c. By recommending any such payment Owner Designated Representative will not thereby be deemed to have represented that:

i. Inspections made to check the quality or the quantity of the work as it has been performed have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Owner Designated Representative in the Contract Documents; or

ii. That there may not be other matters or issues between the parties that might entitle Vendor/Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Vendor/Contractor.

d. Neither Owner Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor Owner Designated Representative's recommendation of any payment, including final payment, will impose responsibility on Owner Designated Representative:

i. To supervise, direct, or control the work, or

ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

iii. For Vendor/Contractor's failure to comply with laws and regulations applicable to Vendor/Contractor's performance of the work, or

iv. To make any examination to ascertain how or for what purposes Vendor/Contractor has used the moneys paid on account of the contract price, or

v. To determine that title to any of the work, materials, or equipment has passed to Owner free and clear of any liens.

e. Owner Designated Representative may refuse to recommend the whole or any part of any payment if, in Owner Designated Representative's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 2.b., above. Owner Designated Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner Designated Representative's opinion to protect Owner from loss because:

   i. The work is defective, or completed work has been damaged, requiring correction or replacement;

   ii. The contract price has been reduced by change orders;

   iii. Owner has been required to correct defective work or complete work in accordance with above Paragraph titled "Owner May Correct Defective Work" in Section titled: "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK"; or

   iv. Owner Designated Representative has actual knowledge of the occurrence of any of the events enumerated in below Paragraph titled "Owner May Terminate for Cause: " in Section titled: "TERMINATION AND SUSPENSION OF WORK".

3. Payment Becomes Due: The application for payment, and all of the required Federal and State submittals, with the Owner Designated Representative's recommendations will be presented to the Owner for consideration. If the Owner finds the application for payment acceptable, the recommended amount, less any reduction under the provisions of Paragraph B. 2. (in this section), will become due twenty-five (25) business days after the application for payment is presented to the Owner, and the Owner will make payment to the Vendor/Contractor.

4. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5. Reduction in Payment:

   a. Owner may refuse to make payment of the full amount recommended by Owner Designated Representative because:

i. Claims have been made against Owner on account of Vendor/Contractor's performance or furnishing of the work;

ii. Liens have been filed in connection with the work, except where Vendor/Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

iii. The Vendor/Contractor's performance or furnishing of the work is inconsistent with funding agency requirements;

iv. There are other items entitling Owner to a set off against the amount recommended; or

v. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs B. 2. e. i. through B. 2. e. iii. (in this section) or below Paragraph titled " Owner May Terminate for Cause" in Section titled: "TERMINATION AND SUSPENSION OF WORK.".

b. If Owner refuses to make payment of the full amount recommended by Owner Designated Representative, Owner will (in no case more than twenty (20) business days after receipt and twenty-five (25) business days for payment) give Vendor/Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Vendor/Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Vendor/Contractor, when Vendor/Contractor corrects to Owner's satisfaction the reasons for such action.

c. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph B. 3. (in this section).

d. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Vendor/Contractor.

C. Vendor/Contractor's Warranty of Title:

1. Vendor/Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Vendor/Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an Agreement under which an interest therein or encumbrance

thereon is retained by the seller or otherwise imposed by the Vendor/Contractor or such other person.

2. In compliance with the above and as verification of the Vendor/Contractor's compliance with applicable provisions of the Florida Prompt Payment Act, sec. 218.735, F.S., concerning payment to subcontractors and suppliers, the Vendor/Contractor, in addition to any other payment provisions set in this contract, shall prior to submission of the second application for payment, produce for the Owner evidence, in the form of releases of lien or subcontractor(s)/suppliers affidavits of payment received, that all subcontractors and suppliers have been paid any sum or sums then due within the time periods so specified. This reporting process shall be repeated following each succeeding payment to the Vendor/Contractor throughout the life of the Contract. A failure on the part of the Vendor/Contractor to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases or payment affidavits are provided.

D. Partial Utilization:

1. Prior to Substantial Completion of all the work, Owner may use or occupy any substantially completed part of the work which has specifically been identified in the Contract Documents, or which Owner, Owner Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by Owner for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.

   a. Owner at any time may request Vendor/Contractor in writing to permit Owner to use or occupy any such part of the work which Owner believes to be ready for its intended use and substantially complete. If and when Vendor/Contractor agrees that such part of the work is substantially complete, Vendor/Contractor will certify to Owner and Owner Designated Representative that such part of the work is substantially complete, and request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

   b. Vendor/Contractor at any time may notify Owner and Owner Designated Representative in writing that Vendor/Contractor considers any such part of the work ready for its intended use and is thus substantially complete and may request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

   c. Within a reasonable time after either such request, Owner, Vendor/Contractor, and Owner Designated Representative shall make an inspection of that part of the work to determine its status of completion. If Owner Designated Representative does not consider that part of the work to be substantially complete, Owner Designated Representative will notify Owner and Vendor/Contractor in writing giving the reasons,

therefore. If Owner Designated Representative considers that part of the work to be substantially complete, the provisions stated herein will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.

d. No use or occupancy or separate operation of part of the work may occur prior to compliance with the requirements of the contract documents regarding property insurance.

E. Substantial Completion:

1. When Vendor/Contractor considers the entire work ready for its intended use Vendor/Contractor shall notify Owner and Owner Designated Representative in writing that the entire work is substantially complete (except for items specifically listed by Vendor/Contractor as incomplete) and request that the Owner issue a certificate of substantial completion.

2. Promptly after Vendor/Contractor's notification, Owner, Agency, Vendor/Contractor, and Owner Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If Owner Designated Representative does not consider the work substantially complete, Owner Designated Representative will notify Vendor/Contractor in writing giving the reasons, therefore.

3. If the Owner Designated Representative considers the work substantially complete, Owner Designated Representative will deliver to Owner a tentative certificate of substantial completion which shall fix the date of substantial completion. there shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Owner Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, Owner Designated Representative concludes that the work is not substantially complete, Owner Designated Representative will within fourteen (14) days after submission of the tentative certificate to Owner notify Vendor/Contractor in writing, stating the reasons, therefore. If, after consideration of Owner's objections, Owner Designated Representative considers the work substantially complete, Owner Designated Representative will within said fourteen (14) days execute and deliver to Owner and Vendor/Contractor a definitive certificate of substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Owner Designated Representative believes justified after consideration of any objections from Owner.

4. At the time of delivery of the tentative certificate of Substantial Completion, Owner Designated Representative will deliver to Owner and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between Owner

and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Vendor/Contractor agree otherwise in writing and so inform Owner Designated Representative in writing prior to Owner Designated Representative's issuing the definitive certificate of substantial completion, Owner Designated Representative's aforesaid recommendation will be binding on Owner and Vendor/Contractor until final payment.

5. Owner shall have the right to exclude Vendor/Contractor from the site after the date of Substantial Completion subject to allowing Vendor/Contractor reasonable access to complete or correct items on the tentative list.

F. Final Inspection: Upon written notice from Vendor/Contractor that the entire work or an agreed portion thereof is complete, Owner Designated Representative will promptly make a final inspection with Owner, Agency, and Vendor/Contractor and will notify Vendor/Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Vendor/Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

6.22. PAYMENTS TO CONTRACTOR AND COMPLETION (continued)

A. Final Payment:

1. Application for Payment:

a. After Vendor/Contractor has, in the opinion of Owner Designated Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the contract documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents, and other documents, Vendor/Contractor may make application for final payment following the procedure for progress payments.

b. The final application for payment shall be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by above Section titled: "INSURANCE REQUIREMENTS" ;

ii. Consent of the surety, if any, to final payment;

iii. A list of all claims against Owner that Vendor/Contractor believes are unsettled; and

iv. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.

c. In lieu of the releases or waivers of liens specified in above Paragraph A. 1. b. iv. and as approved by Owner, Vendor/Contractor may furnish receipts or releases in full and an affidavit of Vendor/Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, Vendor/Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

2. Owner Designated Representative's Review of Application and Acceptance:

a. If, on the basis of Owner Designated Representative's observation of the work during construction and final inspection, and Owner Designated Representative's review of the final application for payment and accompanying documentation as required by the Contract Documents, Owner Designated Representative is satisfied that the work has been completed and Vendor/Contractor's other obligations under the Contract Documents have been fulfilled, Owner Designated Representative will, within ten (10) days after receipt of the final application for payment, indicate in writing Owner Designated Representative's recommendation of payment and present the application for payment to Owner for payment. At the same time Owner Designated Representative will also give written notice to Owner and Vendor/Contractor that the work is acceptable to the provisions as described in above Paragraph A titled "Final Payment" (in this section) . Otherwise, Owner Designated Representative will return the application for payment to Vendor/Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Vendor/Contractor shall make the necessary corrections and resubmit the application for payment.

3. Payment Becomes Due: After the presentation to Owner of the application for payment and accompanying documentation to include all of the required Federal and State submittals, the Owner will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Sec. 218.735, F.S., pay the Vendor/Contractor the amount 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.

B. Final Completion Delayed: If, through no fault of Vendor/Contractor, final completion of the work is significantly delayed, and if owner designated representative so confirms, owner shall, upon receipt of vendor/contractor's final application for payment (for work fully completed and accepted) and recommendation of Owner Designated Representative, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by Owner for work not fully completed or

corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in above Section titled "PERFORMANCE AND PAYMENT BOND", the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Vendor/Contractor to Owner Designated Representative with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The remaining balance of any sum included in the final application for payment but held by Owner for work not fully completed and accepted will become due when the work is fully completed and accepted.

C. Waiver of Claims: The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Vendor/Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection pursuant to above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", paragraph titled "CORRECTION OR REMOVAL OF DEFECTIVE WORK", from failure to comply with the contract documents or the terms of any special guarantees specified therein, or from Vendor/Contractor's continuing obligations under the contract documents; and

2. A waiver of all claims by Vendor/Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

D. Vendor/Contractor's Continuing Obligation: The Vendor/Contractor's obligation to perform the work and complete the work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Vendor/Contractor under the contract documents, any use or occupancy of the work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the contract documents.

1. Contract Closeout:

a. Pre-final and Final Inspections:

i. Upon completion of work, Vendor/Contractor shall submit written certification that the Contract Documents have been reviewed, the work has been inspected by the Vendor/Contractor, and that the work is substantially complete in accordance with the contract document and ready for Engineer/Owner Designated Representative's inspection.

ii. At this time the representatives of the Vendor/Contractor, Engineer/Owner Designated Representative's and Owner shall make a pre-final/substantial

completion inspection with reasonable promptness. If the work is complete or defective, Engineer/Owner Designated Representative will notify the Contractor to remedy these deficiencies by insurance of a pre-final punch-list.

iii. Upon written notification from the Vendor/Contractor of substantial complete of the pre-final punch list items, the Engineer/Owner Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Contract, Engineer, and Owner Designated Representative shall be present for the final inspection.

iv. Vendor/Contractor shall submit the final signed and sealed As-Built drawings ten (10) days prior to the final inspection and provide all other submittals to the Engineer/Owner Designated Representative's that are required.

b. Project Record Documents: The Vendor/Contractor shall maintain on site, one (1) set of the following record documents; recording actual revisions of the work commensurate with the construction progress:

i. Contract Drawings

ii. Specifications

iii. Addenda

iv. Change Orders and other modification to the Contract

v. Reviewed (and approved) Shop Drawings and Product Data

vi. Permits

c. Closeout Submittals: When the Engineer/Owner Designated Representative's has determined that the work is acceptable under the Contract Documents, and the contract is fully performed, the Vendor/Contractor shall prepare and submit his final applicable for payment to the Engineer/Owner Designated Representative's with the following:

i. Contractor's Lien Waiver in the full amount of the contract sum.

ii. Lien waivers from all subcontractors and material suppliers who have furnished for the work under contract with the Contactor or subcontractor. The lien waivers shall be in the full amount of the Contract involved.

iii. Consent of Surety to final payment.

iv. Evidence of compliance with governing authorities.

v. Certifications of inspections from all required agencies and departments, as needed.

vi. Warranties and Maintenance Bond.

vii. Confirmation from Florida Department of Environmental Protection the National Pollution Discharge Elimination System Notice of Termination (NOT) has been filed.

viii. Any outstanding documentation and/or reports necessary to ensure compliance with FDOT requirements.

ix. As-Built documents prepared in accordance with the contract documents and signed and sealed by a professional surveyor and mapper, registered in the State of Florida and all other requirements as set forth in the contract documents.

d. Performance Evaluation: At the end of the contract, the receiving Department will evaluate the successful Vendor/Contractor's performance. This evaluation will become public record.

6.23. TERMINATION AND SUSPENSION OF WORK

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

   a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

   b. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

   c. Make progress so as to endanger performance of this Contract.

   d. Perform any of the other provisions of this Contract.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor/Consultant) through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Vendor/Contractor shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

C. Vendor/Contractor May Stop Work or Terminate:

1. If, through no act or fault of Vendor/Contractor, (i) the work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, then Vendor/Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner.

2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, Vendor/Contractor may, seven (7) days after written notice to Owner and Engineer, stop the work until payment is made of all such amounts due Vendor/Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Vendor/Contractor from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Vendor/Contractor's stopping the work as permitted by this paragraph.

D. Owner May Suspend Work: Owner may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Vendor/Contractor and Engineer which will fix the date on which work will be resumed. Vendor/Contractor shall resume the work on the date so fixed. Vendor/Contractor shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension if Vendor/Contractor makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".

E. Owner May Terminate for Cause:

1. The occurrence of any one (1) or more of the following events will justify termination for cause:

    a. Vendor/Contractor's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2. a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";

    b. Vendor/Contractor's disregard of laws or regulations of any public body having jurisdiction;

    c. Vendor/Contractor's disregard of the authority of Engineer; or

    d. Vendor/Contractor's violation in any substantial way of any provisions of the Contract Documents.

2. If one (1) or more of the events identified in above Paragraph E. 1. occur, Owner may, after giving Vendor/Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Vendor/Contractor:

    a. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work", Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site (without liability to Vendor/Contractor for trespass or conversion), take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's designated representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to

enable Owner to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work".

b. Complete the work as Owner may deem expedient.

3. If Owner proceeds as provided in Paragraph E. 2 above, Vendor/Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Vendor/Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Vendor/Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.

4. Notwithstanding above Paragraphs E. 2. and E. 3., Vendor/Contractor's services will not be terminated if Vendor/Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

5. Where Vendor/Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Vendor/Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Vendor/Contractor by Owner will not release Vendor/Contractor from liability.

6. If and to the extent that Vendor/Contractor has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND" , the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.

F. Litigation:

1. Should the Owner be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Vendor/Contractor shall not be entitled to any claim or damages, or otherwise, nor may the Vendor/Contractor withdraw from the Contract except by and with the consent of the Owner. The Vendor/Contractor shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the Owner Designated Representative.

2. If the Owner is permanently prohibited or enjoined from proceeding with the work herein contemplated, the Owner may terminate this Contract and pay the Vendor/Contractor a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten

percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Vendor/Contractor. The sum thus computed shall be paid to the Vendor/Contractor within thirty (30) days after the Owner shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

6.24. DISPUTE RESOLUTION

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision as provided in above Section titled "CHANGES IN THE WORK; CLAIMS:" Paragraph entitled "Claims" before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect as described in said "Claims" Paragraph .

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process hall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to above Section entitled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Execution of Change Orders" paragraph C. or Paragraph Titled "Notification of Surety" Paragraph D. shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

6.25. MISCELLANEOUS

A. Giving Notice:

1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
    a. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
    b. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

B. Computation of Times: When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last

day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

C. Cumulative Remedies: The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

D. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work or termination or completion of the Contract or termination of the services of Vendor/Contractor.

E. Headings: Article and paragraph headings are inserted for convenience only and do not constitute parts of these Contract Documents.

F. Specification and Drawings Furnished by the Owner: All specifications, drawings and copies thereof furnished by the Owner shall remain its property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.

G. Laws and Ordinances: The Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Hernando County.

H. Vehicle Licensing: All prime Vendor/Contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The cost shall be borne by the Vendor/Contractor. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.

I. Handicapped Non-discrimination: The Vendor/Contractor will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

6.26. OTHER WORK AT THE SITE

OTHER WORK AT THE SITE:

A. Related Work at Site:

1. Owner may perform other work related to the project at the site with Owner's employees, or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

a. Written notice thereof will be given to Vendor/Contractor prior to starting any such other work; and

b. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times that should be allowed as a result of such other work, a claim may be made therefore as provided in above Section titled: "CHANGES INTHE WORK; CLAIMS" Paragraph titled: "Claims".

2. Vendor/Contractor shall afford other Vendor/Contractors who are a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the work with theirs. Vendor/Contractor shall do all cutting, fitting, and patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Vendor/Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner Designated Representative and the others whose work will be affected. The duties and responsibilities of Vendor/Contractor under this paragraph are for the benefit of such utility owners and other Vendor/Contractors to the extent that there are comparable provisions for the benefit of Vendor/Contractor in said direct contracts between Owner and such utility owners and other Vendor/Contractors.

3. If the proper execution or results of any part of Vendor/Contractor's work depends upon work performed by others under this section titled "OTHER WORK AT THE SITE", Vendor/Contractor shall inspect such other work and promptly report to Owner Designated Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Vendor/Contractor's work. Vendor/Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Vendor/Contractor's work except for latent defects and deficiencies in such other work.

B. Coordination:

1. If Owner intends to contract with others for the performance of other work on the project at the site, the following will be set forth in the Contract Documents:

a. The individual or entity who will have authority and responsibility for coordination of the activities among the various Vendor/Contractors will be identified;

b. The specific matters to be covered by such authority and responsibility will be itemized; and

2. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

6.27. MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEETS:

A. In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

6.28. TRENCH SAFETY ACT

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes, and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (Sub-Part P) as amended. All costs associated with complying with these requirements shall be included in the bid. The Trench Safety Act Compliance Form attached in Questionnaire, must be submitted with the bid.

6.29. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this Solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

7. SCOPE AND SPECIFICATIONS

7.1. SCOPE OF WORK

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements , as described in the construction plans showing the proposed improvements in Hernando County, Florida.

7.2. PROJECT DESCRIPTION:

A. These projects consist of the following:

1. Repaving the Brooksville Health Department with ADA Improvements located at 300 South Maini St Brooksville, FL 34601 and,

2. Repaving the Extension Office Parking Lot with ADA Improvements located at 16110 Aviation Loop Dr, Brooksville, FL 34604.

B. It will be the Vendor/Contractor's responsibility to provide an acceptable MOT plan at the Pre-Construction meeting along with a chart showing the project schedule.

C. The Vendor/Contractor shall comply with all applicable OSHA workplace safety requirements and shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

7.3. LOCATION OF THE WORK:

The work to be performed in this contract will be performed on Brooksville Health Department at 300 South Main St Brooksville, FL 34601 and Extension Office at 16110 Aviation Loop Dr, Brooksville, FL 34604, in Hernando County, Florida.

7.4. TECHNICAL SPECIFICATIONS FOR BROOKSVILLE HEALTH DEPARTMENT PARKING LOT

1. General Requirements

The Contractor shall furnish all labor, supervision, materials, equipment, tools, and services necessary for the complete and proper execution of the project described herein. All work shall comply with applicable federal, state, and local laws and regulations, including OSHA requirements and ADA design specifications.

A. **Permitting**

1. Obtain and maintain a National Pollutant Discharge Elimination System (NPDES) permit as required for the duration of the project.

B. **Site Protection**

2. Protect all completed and in-progress work from public access and damage for the entirety of the project duration.

C. **Demolition and Removal**

3. Remove and replace existing wheel stops.
4. Remove existing asphalt; Contractor is responsible for the lawful disposal of all removed asphalt material.
5. Per the plans, remove and replace existing concrete sidewalks in accordance with the supplemental ADA design. Remove and replace existing concrete curbing in accordance with provided plans.

D. **Base Preparation**

1. Inspect the aggregate base after demolition.
2. Repair, fill, and compact with clean aggregate as necessary.
3. Regrade and compact using a vibratory roller or plate compactor to ensure proper grade and compaction.

E. **Paving Operations**

1. Apply a tack coat to the entire paving area using Type B liquid asphalt at a rate of 0.07 gallons per square yard.
2. Install new asphalt pavement, compacted to a finished depth of one and one-half (1½) inches.

F. **ADA Sidewalk and Accessibility Features**

1. Install ADA-compliant handicap parking spaces and sidewalk per design.
2. Install detectable warning surfaces in accordance with project plans.

G. **Site Fixtures and Markings**

1. Install bollards and signage as per supplemental design documents.
2. Lay out and stripe the parking lot, including stop bars and directional arrows, in accordance with standard design practices.

H. **Final Work and Cleanup**

1. Perform final cleanup of the site, removing all construction debris and equipment.
2. Ensure that all work areas are left in a clean, safe, and usable condition.

I. **Safety and Compliance**

1. The Contractor shall comply with all OSHA workplace safety requirements.
2. Work must be performed with consideration for the safety of workers, equipment, and the general public at all times.

7.5. TECHNICAL SPECIFICATIONS FOR EXTENSION OFFICE PARKING LOT

A. **General Requirements**

1. Provide all labor, supervision, materials, equipment, and related services necessary to complete the project in accordance with the project specifications, drawings, and applicable regulations.

B. **Permitting**

1. The Contractor shall be responsible for obtaining and complying with all required permits, including a National Pollutant Discharge Elimination System (NPDES) permit.

C. **Site Protection and Safety**

1. Protect all completed and in-progress work from public access and potential damage throughout the duration of the project.
2. All work must be conducted in compliance with OSHA standards, with appropriate safety measures in place to protect workers, equipment, and the general public.

D. **Concrete and Asphalt Work**

1. Remove and replace concrete sidewalks in accordance with project plans and specifications.
2. Install a new concrete dumpster pad as indicated in the project drawings.
3. Remove and replace existing wheel stops; install additional wheel stops as required by the project plans.
4. Mill or butt mill existing asphalt to maintain original elevations and slopes. The Contractor is responsible for the proper disposal of all removed asphalt materials.
5. Inspect the existing aggregate base, perform necessary repairs, and supplement with clean aggregate where needed. Regrade and compact the base using a vibratory roller or plate compactor to achieve proper grade and compaction.
6. Apply a tack coat (Type B liquid asphalt) across the entire area to be paved at a rate of 0.07 gallons per square yard.
7. Install new asphalt pavement compacted to a finished thickness of 1.5 inches.

E. **Pavement Markings and ADA Accessibility**

1. Layout and stripe the parking lot, including parking stalls, stop bars, and other required pavement markings.
2. Install ADA detectable warning surfaces in accordance with project plans and accessibility standards.

F. **Final Cleanup**

1. Upon completion of all work, the Contractor shall perform a thorough cleanup of the project site, removing all debris, construction materials, and equipment.

8. PRICING PROPOSAL

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 Pricing Proposal, 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 Pricing Proposal for various items are estimated only and may be increased or decreased as provided in the Contract.

BID TABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Brooksville Health Department Parking Lot					
1	Mobilization	1	Lump Sum		
2	Preassure wash or sand blast paint off curbing	1	Lump Sum		
3	Removal of wheel stops and Installation of new wheel stops	30	Each		
4	(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt & vegetation	1	Lump Sum		
5	(Base Layer) Repair and re-grade back to exiting lime rock base layer elevation	25	Per/ Sq. Ft.		
6	Labor and materials to install 1-1/2" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	621	Per Ton		
7	Labor and materials to Layout and Stripe parking lot	1	Lump Sum		
8	Labor and materials for supplemental ADA design concrete sidewalk and handicap parking	1	Lump Sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Install ADA detectable warning mats on sidewalks	3	Lump Sum		
Extension Office Parking Lot					
10	Mobilization	1	Lump Sum		
11	Removal of wheel stops and Installation of new wheel stops	33	Each		
12	(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt, vegetation, and wood poles	1	Lump Sum		
13	(Base Layer) Repair and re-grade back to exiting limerock base layer elevation	25	Per/ Sq. Ft.		
14	Labor and materials to install 1-1/2" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	166	Per Ton		
15	Labor and material to Layout and Stripe parking lot	1	Lump Sum		
16	Labor and materials to install concrete sidewalk and dumpster pad per plans	1	Lump Sum		
17	Install ADA detectable warning mats on sidewalks	3	Lump Sum		
18	Labor and materials to backfill with clean dirt and sod where sidewalk was removed	1	Lump Sum		
TOTAL					

PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM # ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-C01084/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. Where is plan Sheet C-1 -Parking Lot Sections and Notes, as it not part of the posted plans?

1.A. Please see Item 1 of Section B, CHANGES, of this Addendum No. 1.

B. CHANGES

1. In Section 9, ATTACHMENTS, **Remove** ~~Exhibit A - *Brooksville Health Department Parking Lot Plans*~~ **and replace with** Exhibit A - *Brooksville Health Department Parking Lot Plans – Revised 8.22.2025*

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes,CPPO, CPPB, NIGP-CPP Procurement Manager
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-C01084/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. Formal notice of bid schedule alteration: Installation of concrete in handicapped parking slots instead of asphalt**.**
2. The revised C-3 document has been updated and can be found in the attachments.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP Procurement Manager
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

PROCUREMENT DEPARTMENT
15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM # THREE (3)

TO
THE CONTRACT DOCUMENTS
FOR THE

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-C01084/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. **Is there currently an estimated value for this project?**

1.A. Yes, the estimated value for the overlay, while taking into consideration the available funding for ADA improvements.

2.Q. **Could you please confirm whether a Florida Certified General Contractor (CGC) License is required for the prime contractor? If so, would it be acceptable for this license to be provided by a subcontractor rather than the prime contractor?**

2.A. The prime contractor must be a licensed General Contractor or licensed Paving Contractor.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP Procurement Manager
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION

ITB No. 25-C01084/JG

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

RESPONSE DEADLINE: September 22, 2025 at 10:00 am
Report Generated: Monday, September 22, 2025

SELECTED VENDOR TOTALS

Vendor	Total
GATOR STATE PAVING AND MASORY LLC	$281,080.00
SUPERIOR ASPHALT, INC.	$428,001.00

BID TABLE

BID TABLE					GATOR STATE PAVING AND MASORY LLC		SUPERIOR ASPHALT, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
Brooksville Health Department Parking Lot								
X	1	Mobilization	1	Lump Sum	$2,500.00	$2,500.00	$34,586.00	$34,586.00
X	2	Preassure wash or sand blast paint off curbing	1	Lump Sum	$3,500.00	$3,500.00	$8,250.00	$8,250.00
X	3	Removal of wheel stops and Installation of new wheel stops	30	Each	$100.00	$3,000.00	$125.00	$3,750.00

BID TABLE					GATOR STATE PAVING AND MASORY LLC		SUPERIOR ASPHALT, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	4	(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt & vegetation	1	Lump Sum	$4,500.00	$4,500.00	$81,700.00	$81,700.00
X	5	(Base Layer) Repair and re-grade back to exiting lime rock base layer elevation	25	Per/ Sq. Ft.	$5.00	$125.00	$12.50	$312.50
X	6	Labor and materials to install 1-1/2" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	621	Per Ton	$210.00	$130,410.00	$220.00	$136,620.00
X	7	Labor and materials to Layout and Stripe parking lot	1	Lump Sum	$3,000.00	$3,000.00	$6,950.00	$6,950.00
X	8	Labor and materials for supplemental ADA design concrete sidewalk and handicap parking	1	Lump Sum	$75,140.00	$75,140.00	$65,500.00	$65,500.00
X	9	Install ADA detectable warning mats on sidewalks	3	Lump Sum	$250.00	$750.00	$125.00	$375.00
Extension Office Parking Lot								
X	10	Mobilization	1	Lump Sum	$2,500.00	$2,500.00	$16,000.00	$16,000.00
X	11	Removal of wheel stops and Installation of new wheel stops	33	Each	$100.00	$3,300.00	$125.00	$4,125.00
X	12	(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt, vegetation, and wood poles	1	Lump Sum	$5,500.00	$5,500.00	$14,000.00	$14,000.00

BID TABLE					GATOR STATE PAVING AND MASORY LLC		SUPERIOR ASPHALT, INC.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	13	(Base Layer) Repair and re-grade back to exiting limerock base layer elevation	25	Per/ Sq. Ft.	$5.00	$125.00	$12.50	$312.50
X	14	Labor and materials to install 1-1/2" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	166	Per Ton	$230.00	$38,180.00	$220.00	$36,520.00
X	15	Labor and material to Layout and Stripe parking lot	1	Lump Sum	$2,000.00	$2,000.00	$7,000.00	$7,000.00
X	16	Labor and materials to install concrete sidewalk and dumpster pad per plans	1	Lump Sum	$5,500.00	$5,500.00	$8,750.00	$8,750.00
X	17	Install ADA detectable warning mats on sidewalks	3	Lump Sum	$250.00	$750.00	$125.00	$375.00
X	18	Labor and materials to backfill with clean dirt and sod where sidewalk was removed	1	Lump Sum	$300.00	$300.00	$2,875.00	$2,875.00
Total						$281,080.00		$428,001.00

Felicia Holmes, CPPB, CPPO, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: [October 3 2025]

TO: Joe Goulart, Contracting Agent II

FROM: Sam Burdin, Project Manager

SUBJECT: Recommendation for Award Bid No. 25-C01084/JG
Project Name: Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

The attached bid received from Superior Asphalt, Inc for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $428,001.00
2. Reference checks are satisfactory: ☒ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

Superior asphalt has done work for facilities on multiple project in the past, finish product has always been excellent. Reference always come back with high remarks.

6. Provide the funding information: Fund 0011 Dept 01701 Account 5304601

Recommendation Approved By: Juan Cueto Date: 10/3/25
Department Director/Manager

Enclosure

TECHNICAL EVALUATION FOR BID AWARD

ITB# 25-C01084/JG

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased? Fall in line with previously completed projects

   If the bid is considered reasonable/realistic, provide justification for your conclusion.

   If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

B. Was an independent County estimate developed prior to soliciting for the procurement? No

   If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation? Yes

   If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

D. Does the bidder have a satisfactory record of performance? Yes

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

E. Provide your overall recommendation on the Recommendation for Award Form. Facilities recommends awarding superior asphalt with project 25-C01084/JG based of price and past projects with superior asphalt.

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

REFERENCE

Reference For (Firm/Company): Superior Asphalt, Inc.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Citrus County

First Name, Last Name: Charles Leazott

PHONE #: 352-586-3378 Email: _charles.leazott@citrusbocc.com

1. Describe the work contracted to firm/company. Milling, overlay, pavement marking

2. Was the work completed on time? Yes

3. Were you satisfied with the final results? Yes

4. Did you implement their recommendations? Yes

5. Did you encounter any problems? No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	5
Qualifications	5
Final Product	5
Cooperation	5
Reliability	5

7. Would you contract with this company again?

Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: _____ Date: 9/29/25

REFERENCE

Reference For (Firm/Company): Superior Asphalt, Inc.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Manatee County

First Name, Last Name: Phil Catalano

PHONE #: 941-465-0026 Email: Not provided

1. Describe the work contracted to firm/company. Milling and resurfacing of various county roads

2. Was the work completed on time? Yes

3. Were you satisfied with the final results? Yes

4. Did you implement their recommendations? Yes

5. Did you encounter any problems? No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	5
Qualifications	5
Final Product	5
Cooperation	5
Reliability	5

7. Would you contract with this company again?

Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: _____ Date: 10/2/25

REFERENCE

Reference For (Firm/Company): Superior Asphalt, Inc.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Marion County

First Name, Last: Gerald Hickman

PHONE #: 352-671-8686 Email: Not Provided

1. Describe the work contracted to firm/company. Milling, overlay, pavement marking, signal work

2. Was the work completed on time? Yes

3. Were you satisfied with the final results? Yes

4. Did you implement their recommendations? Yes

5. Did you encounter any problems? No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

   Professionalism 5

   Qualifications 5

   Final Product 5

   Cooperation 5

   Reliability 5

7. Would you contract with this company again?

   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: _____ Date: 9/29/25

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD

ITB No. 25-C01084/JG

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvements

RESPONSE DEADLINE: September 22, 2025 at 10:00 am

Thursday, October 9, 2025

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

SUPERIOR ASPHALT, INC.

P.O. BOX 2489

ONECO, FL 34264

The tentative date for this recommendation is **October 28, 2025**. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at https://www.hernandocounty.us/home/showpublisheddocument/10509/638893844081930000.

Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT

This Contract, entered into this _____ day of _____, 20____, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Superior Asphalt PO BOX 2489 Oneco, FL 34624, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

Brooksville Health Dept. & Extension Office Parking Lot Renovations & ADA Improvement
ITB NO. 25-C01084/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--Brooksville Health Department Parking Lot Plans
Exhibit B--Extension Office Parking Lot Plans
Exhibit C--Construction_Documents_required_after_Award
Exhibit D--Sample_Construction_Contract
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:

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 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 **Sam Burdin**, 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 Days to Achieve Substantial Completion and Final Payment:

Vendor/Contractor agrees that the work will be substantially complete within **forty-five (45)** calendar days after the commencement date indicated in the Notice to Proceed and ready for

final payment within **seventy-five (75)** calendar days after the date indicated on the Notice to Proceed. These projects will run consecutively, using the same timeframe indicated above.

3.03 Liquidated Damages:

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:

Brooksville Health Dept Parking Lot Lump Sum Items					
Line Item	Description	QTY	UOM	Unit Cost	Total Cost
1	Mobilization	1	LS	$34,586.00	$34,586.00
2	Pressure wash or sand blast paint off curbing	1	LS	$8,250.00	$8,250.00
4	(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt & vegetation	1	LS	$81,700.00	$81,700.00
7	Labor and materials to Layout and Strip parking lot	1	LS	$6,950.00	$6,950.00
8	Labor and materials for supplemental ADA design concrete sidewalk and handicap parking	1	LS	$65,500.00	$65,500.00
9	Install ADA detectable warning mats on sidewalks	3	LS	$125.00	$375.00
Extension Office Parking Lot lump Sum Items					
10	Mobilization	1	LS	$16,000.00	$16,000.00
12	(Clearing and Grubbing) Saw Cutting, concrete removal, milling, asphalt removal, dispose of old asphalt and clearing and removal of dirt, vegetation, and wood poles	1	LS	$14,000.00	$14,000.00
15	Labor and material to Layout and Stripe parking lot	1	LS	$7,000.00	$7,000.00
16	Labor and materials to install concrete sidewalk and dumpster pad pre plans	1	LS	$8,750.00	$8,750.00
17	Install ADA detectable warning mats on sidewalks	3	LS	$125.00	$375.00
18	Labor and materials to backfill with clean dirt and sod where sidewalk was removed	1	LS	$2,875.00	$2,875.00
Total of Lump Sum Items		Two hundred forty-six thousand, three hundred sixty-one dollars and zero cents			$246,361.00

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".

Brooksville Health Department Parking Lot Unit Priced Items					
Line Item	Description	QTY	UOM	Unit Cost	Total Cost
3	Removal of wheel stops and Installation of new wheel stops	30	EA	$125.00	$3,750.00
5	(Base Layer) Repair and re-grade back to exiting lime rock base layer elevation	25	SQ FT	$12.50	$312.50
6	Labor and materials to install 1-1/2" SP 9.5 Asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	621	PER TON	$220.00	$136,620.00
Extension Office Parking Lot Unit Priced Items					
11	Removal of wheel stops and Installation of new wheel stops	33	EA	$125.00	$4,125.00
13	(Base Layer) Repair and re-grade back to exiting lime rock base layer elevation	25	SQ FT	$12.50	$312.50
14	Labor and materials to install 1-1/2" SP 9.5 asphalt w/ Bituminous Tack Coat 0.07 Gallon / SY Installed	166	PER TON	$220.00	$36,520.00
Total of Unit Priced Items		One hundred eight-one thousand, six hundred forty dollars and zero cents			$181,640.00
Total of Lump Sum and Unit Priced Items		Four hundred twenty-eight thousand, one dollar and zero cents			$428,001.00

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 Progress Payments; Retainage:

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:

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 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 Four hundred twenty-eight thousand, one dollar and zero cents ($428,001.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

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SIGNATURES ON NEXT PAGE

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

SUPERIOR ASPHALT, INC.

By: DYLAN TEASDALE

Title: GENERAL MANAGER

[CORPORATE SEAL]

Attest: S. ANTHONY FARAH

Title: SENIOR PROJECT MANAGER

Address for giving notices:

P.O. BOX 2489

ONECO, FL 34264

SUPERIOR ASPHALT, INC. CORPORATE SEAL 2001 FLORIDA

Agent for service of process:

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

SUPERIOR ASPHALT, INC.
(a Florida corporation)

ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS

Effective: November 12, 2024

The undersigned, being all the members of the Board of Directors (the "Directors") of **SUPERIOR ASPHALT, INC.**, a Florida corporation (the "Corporation") after giving effect to the resolutions below, take the following actions by unanimous written consent without a meeting, pursuant to the Florida Business Corporation Act:

Signing Authority

WHEREAS, that the Board previously appointed the following individuals as authorized officers of the Corporation (collectively, the "Officers") holding the offices set forth opposite such person's name, to serve as such until the earlier of their death, resignation or removal:

Name	Title
Harold Johnson	Vice President
Ken MacLean	Vice President and Secretary
David Wood	Vice President, Chief Financial Officer and Treasurer

WHEREAS, the Corporation from time to time will enter into contracts, tenders, bonds and will need to sign other documents and instruments prepared by the Corporation's financial institutions (the "Binding Documents"); and

WHEREAS, the Board wishes to designate individual persons with authority to enter into any Binding Documents on behalf of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that purposes of executing and delivering any Binding Documents, each of the Officers, Stephen Hill, Alan Mulvey, Dylan Teasdale, Keith Tanner, Brandon Hope, Scott Armstrong, S. Anthony Farah and Paul Dunphy are hereby designated as authorized signatories of the Corporation (collectively, the "Authorized Signatories"), with such Authorized Signatories being hereby empowered for and on behalf of the Corporation, to executive and deliver all such Binding Documents; provided that the signatures of either:

(a) at least two Officers,

(b) any two of Stephen Hill, Alan Mulvey or Dylan Teasdale, or

(c) one of Stephen Hill, Alan Mulvey, or Dylan Teasdale plus one of Keith Tanner, Brandon Hope, Scott Armstrong, S. Anthony Farah, or Paul Dunphy ,

shall be required to demonstrate conclusive evidence that such Binding Documents have been validly authorized and executed by the Corporation and are binding in accordance with their tenor;

RESOLVED, that any such Authorized Signatories be and are hereby authorized and directed, on behalf of the Corporation to do such other things and to execute such other documents and instruments as he or they may deem necessary or advisable to effect the foregoing;

RESOLVED, that all acts and deeds of any Authorized Signatories or of any person or persons hereafter agreed upon or designated by the Authorized Signatories or any of them performed previously in entering into, executing, performing, carrying out, or otherwise pertaining to the arrangements and intentions authorized by these resolutions are hereby ratified, approved and confirmed in all respects; and

FURTHER RESOLVED, that the transmission of counterpart signature pages to this Action by Written Consent by facsimile, as portable document format attachments to electronic mail or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., https://rightsignature.com/) shall constitute effective execution and delivery of this Action by Written Consent and may be used in lieu of original counterpart signature pages of this Action by Written Consent for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of date first written above.

DIRECTORS:

HAROLD JOHNSON

KEN MACLEAN

DAVID WOOD

SELECTION CRITERIA: orgn.fund='0011' and expledgr.key_orgn='01701' and expledgr.account='5304601'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT-01701 FACILITIES MAINTENANCE
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304601	REPAIR/MAINT-BLDG & GRD	2,021,000.00	.00	51,109.46	.00	1,969,890.54	2.53
	TOTAL * OPERATING EXPENSES	2,021,000.00	.00	51,109.46	.00	1,969,890.54	2.53
	TOTAL FACILITIES MAINTENANCE	2,021,000.00	.00	51,109.46	.00	1,969,890.54	2.53
	TOTAL GENERAL FUND	2,021,000.00	.00	51,109.46	.00	1,969,890.54	2.53
	TOTAL REPORT	2,021,000.00	.00	51,109.46	.00	1,969,890.54	2.53

TITLE

Award of Term Contract to Advanced Environmental Laboratories, Inc., for Laboratory Testing Services for Utilities Department (Contract No. 25-T01014/JG; Amount: $388,785.00)

BRIEF OVERVIEW

The Procurement Department issued Invitation to Bid (ITB) No. 25-T01014/JG on August 13, 2025, at the request of the Hernando County Utilities Department, to obtain bids for the purchase of laboratory testing services of water samples for Hernando County's water treatment plants and water reclamation facilities. The Procurement Department placed the legal advertisement in the Hernando Sun on August 15, 2025, the Tampa Bay Times on August 17, 2025, and the OpenGov website on August 13, 2025. The bid was sent to four thousand, three hundred three (4303) matching vendor/contractors from the website. The bid document was downloaded by twenty-two (22) vendor/contractors and three (3) submissions were received.

BIDs RECEIVED:

Advanced Environmental Laboratories, Inc.	$151,567.50*
Eurofins Environment Testing Southeast, LLC	$168,193.00
Pace Analytical Services, LLC	$329,543.43

Bids were reviewed and evaluated by the Procurement Department to determine if bids were responsive and responsible. The bids were then reviewed and evaluated by the Hernando County Utilities Department for award recommendation based on price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms, conditions and specifications required.

A Notice of Intent to Award the contract to Advanced Environmental Laboratories, Inc., dated September 22, 2025, was posted to the OpenGov website. The award is for a three (3) year contract with two (2), one (1) year unilateral renewals. No challenges to the Notice of Intent to Award were received.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of $129,595.00 is available in the following:

Expenses:
Fund: 4111 - Hernando County Utilities, **Department: 07111** - HCUD Water Operations, **Account: 5303432** - CONTR SRV-SAMPLE/ANALYSIS

and

Fund: 4111 - Hernando County Utilities, **Department: 07121** - HCUD Wastewater Operations, **Account: 5303432** - CONTR SRV-SAMPLE/ANALYSIS

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached agreement for award to Advanced Environmental Laboratories, Inc., for Contract No. 25-T01014/JG in the estimated three-year contract amount of $388,785.00 with an estimated annual spend of $129,595.00.

It is further recommended the Board authorize the Chief Procurement Officer to approve change orders as necessary and required up to the allowable budgeted amounts, and to renew the contract with the same terms and conditions.

REVIEW PROCESS

Katrina Tejera	Escalated	09/24/2025 5:17 PM
Grace Sheppard	Delegated	09/25/2025 11:57 AM
Katrina Tejera	Approved	09/26/2025 8:38 AM
Ricky Leach	Approved	10/03/2025 12:59 PM
Grace Sheppard	Approved	10/03/2025 2:34 PM
Gordon Onderdonk	Approved	10/03/2025 3:48 PM
Jodi Florio	Delegated	10/06/2025 2:55 PM
Erin Dohren	Approved	10/08/2025 12:12 PM
Albert Bertram	Approved	10/08/2025 2:18 PM
Felicia Holmes	Approved	10/10/2025 9:28 AM
Carla Rossiter-Smith	Approved	10/16/2025 12:51 PM
Pamela Hare	Approved	10/16/2025 4:31 PM
Melissa Tartaglia	Approved	10/17/2025 2:57 PM
Heidi Prouse	Approved	10/17/2025 4:46 PM
Toni Brady	Approved	10/22/2025 9:21 AM
Jeffrey Rogers	Approved	10/22/2025 11:31 AM
Colleen Conko	Approved	10/22/2025 11:39 AM

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION

ITB No. 25-T01014/JG

Laboratory Testing Services

RESPONSE DEADLINE: September 15, 2025 at 10:00 am
Report Generated: Monday, September 15, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Advanced Environmental Laboratories, Inc.	$151,567.50
Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)	$168,193.00
Pace Analytical Services, LLC	$329,543.43

BID TABLE

BID TABLE					Advanced Environmental Laboratories, Inc.				Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)				Pace Analytical Services, LLC			
Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
SECTION I – ANALYSIS OF GROUNDWATER MONITOR WELL SAMPLES/WASTEWATER																
X	1	Analysis of Groundwater Monitor Well Samples/Wastewater	96	ea	$87.00	$8,352.00	1	24 Wells Quarterly	$122.00	$11,712.00	1	24 Wells Quarterly	$212.69	$20,418.24	1	24 Wells Quarterly
SECTION II - VARIOUS ANALYSIS FOR INFLUENT AND EFFLUENT FOR WASTEWATER TREATMENT PLANTS AND MONITOR WELLS																

BID TABLE					Advanced Environmental Laboratories, Inc.				Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)				Pace Analytical Services, LLC			
Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	2	Influent Carbonaceous Biochemical Oxygen Demand (CBOD 5)	364	ea	$18.00	$6,552.00	2	2 Plants, once per week + 1 Plant, 5 days per week	$16.00	$5,824.00	2	2 Plants, once per week + 1 Plant, 5 days per week	$20.98	$7,636.72	2	2 Plants, once per week + 1 Plant, 5 days per week
X	3	Influent Total Suspended Solids (TSS)	364	ea	$9.00	$3,276.00	3	2 Plants, once per week + 1 Plant, 5 days per week	$11.00	$4,004.00	3	2 Plants, once per week + 1 Plant, 5 days per week	$11.19	$4,073.16	3	2 Plants, once per week + 1 Plant, 5 days per week
X	4	Effluent Carbonaceous Biochemical Oxygen Demand (CBOD 5)	364	ea	$18.00	$6,552.00	4	2 Plants, once per week + 1 Plant, 5 days per week	$16.00	$5,824.00	4	2 Plants, once per week + 1 Plant, 5 days per week	$20.98	$7,636.72	4	2 Plants, once per week + 1 Plant, 5 days per week
X	5	Effluent Total Suspended Solids (TSS)	364	ea	$9.00	$3,276.00	5	2 Plants, once per week + 1 Plant, 5 days per week	$11.00	$4,004.00	5	2 Plants, once per week + 1 Plant, 5 days per week	$11.19	$4,073.16	5	2 Plants, once per week + 1 Plant, 5 days per week
X	6	Effluent Nitrate Nitrogen (NO3)	364	ea	$8.00	$2,912.00	6	2 Plants, once per week + 1 Plant, 5 days per week	$13.00	$4,732.00	6	2 Plants, once per week + 1 Plant, 5 days per week	$9.10	$3,312.40	6	2 Plants, once per week + 1 Plant, 5 days per week

BID TABLE					Advanced Environmental Laboratories, Inc.				Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)				Pace Analytical Services, LLC			
Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	7	Effluent Total Nitrogen (TN)	364	ea	$28.00	$10,192.00	7	2 Plants, once per week + 1 Plant, 5 days per week	$26.00	$9,464.00	7	2 Plants, once per week + 1 Plant, 5 days per week	$40.59	$14,774.76	7	2 Plants, once per week + 1 Plant, 5 days per week
X	8	Effluent Ammonia (NH3)	1	ea	$15.00	$15.00	8	As Needed	$14.00	$14.00	8	As Needed	$16.78	$16.78	8	As Needed
X	9	Effluent Fecal Coliform	364	ea	$14.50	$5,278.00	9	2 Plants, once per week + 1 Plant, 5 days per week	$15.00	$5,460.00	9	2 Plants, once per week + 1 Plant, 5 days per week	$133.66	$48,652.24	9	2 Plants, once per week + 1 Plant, 5 days per week
X	10	Giardia	1	ea	$375.00	$375.00	10	Annually on Even Numbered Years	$450.00	$450.00	10	Annually on Even Numbered Years	$1,530.00	$1,530.00	10	Annually on Even Numbered Years
X	11	Cryptosporidium	1	ea	$375.00	$375.00	11	Annually on Even Numbered Years	$450.00	$450.00	11	Annually on Even Numbered Years	$1,530.00	$1,530.00	11	Annually on Even Numbered Years
X	12	Total Nitrogen (TN)	36	ea	$30.00	$1,080.00	12	3 Plants - Monthly	$26.00	$936.00	12	3 Plants - Monthly	$40.59	$1,461.24	12	3 Plants - Monthly
X	13	Phosphorus (P)	36	ea	$18.00	$648.00	13	3 Plants - Monthly	$16.00	$576.00	13	3 Plants - Monthly	$16.78	$604.08	13	3 Plants - Monthly
X	14	Calcium	36	ea	$10.00	$360.00	14	3 Plants - Monthly	$11.00	$396.00	14	3 Plants - Monthly	$6.99	$251.64	14	3 Plants - Monthly

BID TABLE					Advanced Environmental Laboratories, Inc.				Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)				Pace Analytical Services, LLC			
Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	15	Total Alkalinity	36	ea	$12.00	$432.00	15	3 Plants - Monthly	$11.00	$396.00	15	3 Plants - Monthly	$15.00	$540.00	15	3 Plants - Monthly
X	16	Chemical Oxygen Demand (COD)	1	ea	$20.00	$20.00	16	As Needed	$12.00	$12.00	16	As Needed	$16.78	$16.78	16	As Needed
X	17	Total Kjeldahl Nitrogen (TKN)	1	ea	$18.00	$18.00	17	As Needed	$15.00	$15.00	17	As Needed	$22.39	$22.39	17	As Needed
X	18	Total dissolved Solids (TDS)	1	ea	$10.00	$10.00	18	As Needed	$12.00	$12.00	18	As Needed	$11.19	$11.19	18	As Needed
X	19	Sodium (Na)	1	ea	$10.00	$10.00	19	As Needed	$11.00	$11.00	19	As Needed	$6.99	$6.99	19	As Needed
X	20	Chloride (CL)	1	ea	$12.00	$12.00	20	As Needed	$12.00	$12.00	20	As Needed	$9.10	$9.10	20	As Needed
X	21	Sulfate (SO4)	1	ea	$12.00	$12.00	21	As Needed	$12.00	$12.00	21	As Needed	$9.10	$9.10	21	As Needed
X	22	Arsenic Total Recoverable (As)	1	ea	$10.00	$10.00	22	As Needed	$11.00	$11.00	22	As Needed	$6.99	$6.99	22	As Needed
X	23	Nephelometric Turbity Unit (NTU)	1	ea	$10.00	$10.00	23	As Needed	$11.00	$11.00	23	As Needed	$5.99	$5.99	23	As Needed
X	24	Lead Total Recoverable (Pb)	1	ea	$10.00	$10.00	24	As Needed	$11.00	$11.00	24	As Needed	$6.99	$6.99	24	As Needed
X	25	Cadmium Total Recoverable (Cd)	1	ea	$10.00	$10.00	25	As Needed	$11.00	$11.00	25	As Needed	$6.99	$6.99	25	As Needed
X	26	Chromium Total Recoverable (Cr)	1	ea	$10.00	$10.00	26	As Needed	$11.00	$11.00	26	As Needed	$6.99	$6.99	26	As Needed
X	27	Nitrite (NO2)	1	ea	$8.00	$8.00	27	As Needed	$13.00	$13.00	27	As Needed	$9.10	$9.10	27	As Needed

BID TABLE					Advanced Environmental Laboratories, Inc.				Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)				Pace Analytical Services, LLC			
Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
SECTION III - ANALYSIS OF WASTEWATER TREATMENT PLANT - DIGESTED SLUDGE FOR LAND APPLICATION																
X	28	Sludge Analysis	3	ea	$152.00	$456.00	28	3 Plants - Annually	$170.00	$510.00	28	3 Plants - Annually	$182.65	$547.95	28	3 Plants - Annually
SECTION IV - ANNUAL ANALYSIS FOR PRIMARY AND SECONDARY DRINKING WATER STANDARDS - 24-HR COMPOSITE																
X	29	Dioxin and Gross Alpha	3	ea	$350.00	$1,050.00	29	3 Plants - Annually	$267.00	$801.00	29	3 Plants - Annually	$711.10	$2,133.30	29	3 Plants - Annually
X	30	Asbestos (if required)	1	ea	$225.00	$225.00	30	As Needed	$169.00	$169.00	30	As Needed	$292.50	$292.50	30	As Needed
SECTION V - ANALYSIS OF MONITOR WELLS FOR PERMIT RENEWAL/WASTEWATER																
X	31	Dioxin and Gross Alpha	5	ea	$350.00	$1,750.00	31	5 Wells at 1 Plant Prior to Permit Renewal	$267.00	$1,335.00	31	5 Wells at 1 Plant Prior to Permit Renewal	$711.10	$3,555.50	31	5 Wells at 1 Plant Prior to Permit Renewal
SECTION VI - ANALYSIS OF EFFLUENT (24 HR. COMPOSITE) FOR PERMIT RENEWAL																
X	32	Analysis of Effluent	1	ea	$1,200.00	$1,200.00	32	As Needed	$615.00	$615.00	32	As Needed	$2,183.06	$2,183.06	32	As Needed
X	33	Asbestos (if required)	1	ea	$250.00	$250.00	33	As Needed	$169.00	$169.00	33	As Needed	$292.50	$292.50	33	As Needed
SECTION VII - YEARLY ANALYSIS OF DRINKING WATER WELLS																
X	34	Chloride	60	ea	$12.00	$720.00	34	15 Wells - Quarterly	$12.00	$720.00	34	15 Wells - Quarterly	$9.10	$546.00	34	15 Wells - Quarterly
X	35	Sulfate	60	ea	$12.00	$720.00	35	15 Wells - Quarterly	$12.00	$720.00	35	15 Wells - Quarterly	$9.10	$546.00	35	15 Wells - Quarterly

BID TABLE					Advanced Environmental Laboratories, Inc.				Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)				Pace Analytical Services, LLC			
Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	36	Total Dissolved Solids	60	ea	$10.00	$600.00	36	15 Wells - Quarterly	$11.00	$660.00	36	15 Wells - Quarterly	$11.19	$671.40	36	15 Wells - Quarterly
SECTION VIII - YEARLY ANALYSIS FOR WATER TREATMENT PLANTS																
X	37	Nitrate/Nitrite	30	ea	$12.00	$360.00	37	30 Sites - Annually	$13.00	$390.00	37	30 Sites - Annually	$18.20	$546.00	37	30 Sites - Annually
X	38	1040 – Nitrate (Unit price only)	1	ea	$12.00	$12.00	37a	As Needed	$13.00	$13.00	37a	As Needed	$9.10	$9.10	37a	As Needed
X	39	1041 – Nitrite (Unit price only)	1	ea	$12.00	$12.00	37b	As Needed	$13.00	$13.00	37b	As Needed	$9.10	$9.10	37b	As Needed
X	40	Volatile Organics	24	ea	$60.00	$1,440.00	38	24 Sites - Annually	$55.00	$1,320.00	38	24 Sites - Annually	$76.28	$1,830.72	38	24 Sites - Annually
X	41	Lead and Copper	70	ea	$22.00	$1,540.00	39	Based on population density. Estimated at 70 sites x once per year	$20.00	$1,400.00	39	Based on population density. Estimated at 70 sites x once per year	$13.98	$978.60	39	Based on population density. Estimated at 70 sites x once per year
X	42	1030 - Lead Pb (Unit price only)	1	ea	$11.00	$11.00	39a	As Needed	$11.00	$11.00	39a	As Needed	$6.99	$6.99	39a	As Needed
X	43	1022 - Copper Cu (Unit price only)	1	ea	$11.00	$11.00	39b	As Needed	$11.00	$11.00	39b	As Needed	$6.99	$6.99	39b	As Needed
X	44	Total Trihalomethanes	20	ea	$40.00	$800.00	40	5 Sites - Quarterly	$34.00	$680.00	40	5 Sites - Quarterly	$39.17	$783.40	40	5 Sites - Quarterly

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Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	45	Radiological	24	ea	$195.00	$4,680.00	41	24 Sites - Annually	$230.00	$5,520.00	41	24 Sites - Annually	$340.60	$8,174.40	41	24 Sites - Annually
X	46	Combined Uranium (U-234, U-235, U-238)	1	ea	$15.00	$15.00	41a	As Needed	$35.00	$35.00	41a	As Needed	$32.50	$32.50	41a	As Needed
X	47	Gross Alpha (excluding Uranium)	1	ea	$40.00	$40.00	41b	As Needed	$45.00	$45.00	41b	As Needed	$93.60	$93.60	41b	As Needed
X	48	Radium 226	1	ea	$70.00	$70.00	41c	As Needed	$75.00	$75.00	41c	As Needed	$123.50	$123.50	41c	As Needed
X	49	Radium 228	1	ea	$80.00	$80.00	41d	As Needed	$75.00	$75.00	41d	As Needed	$123.50	$123.50	41d	As Needed
X	50	Primary Inorganics (including Nitrate and Nitrite)	24	ea	$135.00	$3,240.00	42	24 Sites - Annually	$175.00	$4,200.00	42	24 Sites - Annually	$148.87	$3,572.88	42	24 Sites - Annually
X	51	1005 – Arsenic (Unit price only)	1	ea	$8.00	$8.00	42a	As Needed	$10.00	$10.00	42a	As Needed	$6.99	$6.99	42a	As Needed
X	52	1094 – Asbestos (Unit price only, do not include in cost of Primary Inorganics)	1	ea	$250.00	$250.00	42b	As Needed	$169.00	$169.00	42b	As Needed	$292.50	$292.50	42b	As Needed
X	53	1010 - Barium	1	ea	$8.00	$8.00	42c	As Needed	$10.00	$10.00	42c	As Needed	$6.99	$6.99	42c	As Needed
X	54	1015 - Cadmium	1	ea	$8.00	$8.00	42d	As Needed	$10.00	$10.00	42d	As Needed	$6.99	$6.99	42d	As Needed
X	55	1020 - Chromium	1	ea	$8.00	$8.00	42e	As Needed	$10.00	$10.00	42e	As Needed	$6.99	$6.99	42e	As Needed
X	56	1024 - Cyanide	1	ea	$25.00	$25.00	42f	As Needed	$22.00	$22.00	42f	As Needed	$27.99	$27.99	42f	As Needed
X	57	1025 - Fluoride	1	ea	$12.00	$12.00	42g	As Needed	$12.00	$12.00	42g	As Needed	$9.10	$9.10	42g	As Needed

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X	58	1035 - Mercury	1	ea	$15.00	$15.00	42h	As Needed	$14.00	$14.00	42h	As Needed	$16.78	$16.78	42h	As Needed
X	59	1036 - Nickel	1	ea	$8.00	$8.00	42i	As Needed	$10.00	$10.00	42i	As Needed	$6.99	$6.99	42i	As Needed
X	60	1045 - Selenium	1	ea	$8.00	$8.00	42j	As Needed	$10.00	$10.00	42j	As Needed	$6.99	$6.99	42j	As Needed
X	61	1052 - Sodium	1	ea	$8.00	$8.00	42k	As Needed	$10.00	$10.00	42k	As Needed	$6.99	$6.99	42k	As Needed
X	62	1074 - Antimony	1	ea	$8.00	$8.00	42l	As Needed	$10.00	$10.00	42l	As Needed	$6.99	$6.99	42l	As Needed
X	63	1075 - Beryllium	1	ea	$8.00	$8.00	42m	As Needed	$10.00	$10.00	42m	As Needed	$6.99	$6.99	42m	As Needed
X	64	1085 - Thallium	1	ea	$8.00	$8.00	42n	As Needed	$10.00	$10.00	42n	As Needed	$6.99	$6.99	42n	As Needed
X	65	Lead	1	ea	$8.00	$8.00	42o	As Needed	$10.00	$10.00	42o	As Needed	$6.99	$6.99	42o	As Needed
X	66	Secondary Contaminants	24	ea	$120.00	$2,880.00	43	24 Sites - Annually	$140.00	$3,360.00	43	24 Sites - Annually	$136.40	$3,273.60	43	24 Sites - Annually
X	67	1002 - Aluminum	1	ea	$8.00	$8.00	43a	As Needed	$10.00	$10.00	43a	As Needed	$6.99	$6.99	43a	As Needed
X	68	1028 - Iron	1	ea	$8.00	$8.00	43b	As Needed	$10.00	$10.00	43b	As Needed	$6.99	$6.99	43b	As Needed
X	69	1032 - Manganese	1	ea	$8.00	$8.00	43c	As Needed	$10.00	$10.00	43c	As Needed	$6.99	$6.99	43c	As Needed
X	70	1050 - Silver	1	ea	$8.00	$8.00	43d	As Needed	$10.00	$10.00	43d	As Needed	$6.99	$6.99	43d	As Needed
X	71	1095 - Zinc	1	ea	$8.00	$8.00	43e	As Needed	$10.00	$10.00	43e	As Needed	$6.99	$6.99	43e	As Needed
X	72	1905 - Color	1	ea	$20.00	$20.00	43f	As Needed	$14.00	$14.00	43f	As Needed	$6.99	$6.99	43f	As Needed
X	73	1920 - Odor	1	ea	$20.00	$20.00	43g	As Needed	$20.00	$20.00	43g	As Needed	$6.99	$6.99	43g	As Needed

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Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	74	1925 - pH	1	ea	$10.00	$10.00	43h	As Needed	$7.00	$7.00	43h	As Needed	$5.59	$5.59	43h	As Needed
X	75	1930 - Total Dissolved Solids	1	ea	$12.00	$12.00	43i	As Needed	$11.00	$11.00	43i	As Needed	$11.19	$11.19	43i	As Needed
X	76	2905 - Foaming Agents	1	ea	$25.00	$25.00	43j	As Needed	$42.00	$42.00	43j	As Needed	$36.40	$36.40	43j	As Needed
X	77	Copper	1	ea	$8.00	$8.00	43k	As Needed	$10.00	$10.00	43k	As Needed	$6.99	$6.99	43k	As Needed
X	78	Chloride	1	ea	$12.00	$12.00	43l	As Needed	$12.00	$12.00	43l	As Needed	$9.10	$9.10	43l	As Needed
X	79	Sulfate	1	ea	$12.00	$12.00	43m	As Needed	$12.00	$12.00	43m	As Needed	$9.10	$9.10	43m	As Needed
X	80	Synthetic Organic Contaminants	24	ea	$600.00	$14,400.00	44	24 Sites - Annually	$640.00	$15,360.00	44	24 Sites - Annually	$629.57	$15,109.68	44	24 Sites - Annually
X	81	2063 - 2,3,7,8-TCDD (Dioxin) (1746-01-6) Unit price only, do not include in cost of S.O.C.s	1	ea	$350.00	$350.00	44a	As Needed	$222.00	$222.00	44a	As Needed	$650.00	$650.00	44a	As Needed
X	82	2105 - 2,4-D (94-75-7)	1	ea	$90.00	$90.00	44b	As Needed	$95.00	$95.00	44b	As Needed	$84.50	$84.50	44b	As Needed
X	83	2110 - 2,4,5-TP (Silvex) (93-72-1)	1	ea	$0.00	$0.00	44c	As Needed	$0.00	$0.00	44c	As Needed	$84.50	$84.50	44c	As Needed
X	84	2050 - Atrazine (1912-24-9)	1	ea	$135.00	$135.00	44d	As Needed	$105.00	$105.00	44d	As Needed	$122.20	$122.20	44d	As Needed
X	85	2306 - Benzo(a)pyrene (50-32-8)	1	ea	$0.00	$0.00	44e	As Needed	$0.00	$0.00	44e	As Needed	$122.20	$122.20	44e	As Needed
X	86	2046 - Carbofuran (1563-66-2)	1	ea	$0.00	$0.00	44f	As Needed	$65.00	$65.00	44f	As Needed	$75.40	$75.40	44f	As Needed

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Selected	Line Item	Description	Estimated Quantity Per Year	Unit of Measure	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year	Price Per Analysis	Total	Item No.	Frequency Per Year
X	87	2959 - Chlordane (57-74-9)	1	ea	$90.00	$90.00	44g	As Needed	$65.00	$65.00	44g	As Needed	$84.50	$84.50	44g	As Needed
X	88	2031 - Dalapon (75-99-0)	1	ea	$0.00	$0.00	44h	As Needed	$0.00	$0.00	44h	As Needed	$84.50	$84.50	44h	As Needed
X	89	2035 - Di(2-ethylhexyl adipate (103-23-1)	1	ea	$0.00	$0.00	44i	As Needed	$0.00	$0.00	44i	As Needed	$122.20	$122.20	44i	As Needed
X	90	2039 - Di(2-ethylhexyl phthalate (117-81-7)	1	ea	$0.00	$0.00	44j	As Needed	$0.00	$0.00	44j	As Needed	$122.20	$122.20	44j	As Needed
X	91	2931 - Dibromochloropropane (DBCP)	1	ea	$0.00	$0.00	44k	As Needed	$35.00	$35.00	44k	As Needed	$46.97	$46.97	44k	As Needed
X	92	2041 - Dinoseb (88-85-7)	1	ea	$0.00	$0.00	44l	As Needed	$0.00	$0.00	44l	As Needed	$84.50	$84.50	44l	As Needed
X	93	2032 - Diquat (85-00-7)	1	ea	$75.00	$75.00	44m	As Needed	$70.00	$70.00	44m	As Needed	$75.11	$75.11	44m	As Needed
X	94	2033 - Endothall (145-73-3)	1	ea	$75.00	$75.00	44n	As Needed	$80.00	$80.00	44n	As Needed	$75.11	$75.11	44n	As Needed
X	95	2005 - Endrin (72-20-8)	1	ea	$0.00	$0.00	44o	As Needed	$0.00	$0.00	44o	As Needed	$122.20	$122.20	44o	As Needed
X	96	2946 - Ethelene dibromide (EDB)	1	ea	$40.00	$40.00	44p	As Needed	$0.00	$0.00	44p	As Needed	$46.97	$46.97	44p	As Needed
X	97	2034 - Glyphosate (1071-83-6)	1	ea	$75.00	$75.00	44q	As Needed	$65.00	$65.00	44q	As Needed	$65.78	$65.78	44q	As Needed
X	98	2065 - Heptachlor (76-44-8)	1	ea	$0.00	$0.00	44r	As Needed	$0.00	$0.00	44r	As Needed	$122.20	$122.20	44r	As Needed
X	99	2067 - Heptachlor epoxide (1024-57-3)	1	ea	$0.00	$0.00	44s	As Needed	$0.00	$0.00	44s	As Needed	$122.20	$122.20	44s	As Needed

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X	100	2274 - Hexachlorobenzene (118-74-1)	1	ea	$0.00	$0.00	44t	As Needed	$0.00	$0.00	44t	As Needed	$122.20	$122.20	44t	As Needed
X	101	2042 - Hexachlorocyclopentadiene (77-47-4)	1	ea	$0.00	$0.00	44u	As Needed	$0.00	$0.00	44u	As Needed	$122.20	$122.20	44u	As Needed
X	102	2010 - Lindane (58-89-9)	1	ea	$0.00	$0.00	44v	As Needed	$0.00	$0.00	44v	As Needed	$122.20	$122.20	44v	As Needed
X	103	2015 - Methoxychlor (72-43-5)	1	ea	$0.00	$0.00	44w	As Needed	$0.00	$0.00	44w	As Needed	$122.20	$122.20	44w	As Needed
X	104	2036 - Oxamyl EPA 531.1 (23135-22-0)	1	ea	$75.00	$75.00	44x	As Needed	$0.00	$0.00	44x	As Needed	$75.40	$75.40	44x	As Needed
X	105	2326 - Pentachlorophenol (87-86-5)	1	ea	$0.00	$0.00	44y	As Needed	$0.00	$0.00	44y	As Needed	$84.50	$84.50	44y	As Needed
X	106	2040 - Picloram (1918-02-1)	1	ea	$0.00	$0.00	44z	As Needed	$0.00	$0.00	44z	As Needed	$84.50	$84.50	44z	As Needed
X	107	2383 - Polychlorinated biphenyls (PCBs)	1	ea	$0.00	$0.00	44aa	As Needed	$0.00	$0.00	44aa	As Needed	$84.50	$84.50	44aa	As Needed
X	108	2037 - Simazine (122-34-9)	1	ea	$0.00	$0.00	44bb	As Needed	$0.00	$0.00	44bb	As Needed	$122.20	$122.20	44bb	As Needed
X	109	2020 - Toxaphene (8001-35-2)	1	ea	$0.00	$0.00	44cc	As Needed	$0.00	$0.00	44cc	As Needed	$84.50	$84.50	44cc	As Needed
X	110	Xylene	1	ea	$40.00	$40.00	44dd	As Needed	$35.00	$35.00	44dd	As Needed	$76.28	$76.28	44dd	As Needed
X	111	Haloacetic Acids	24	ea	$70.00	$1,680.00	45	24 Sites - Annually	$68.00	$1,632.00	45	24 Sites - Annually	$88.14	$2,115.36	45	24 Sites - Annually

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X	112	Total Coliform	2820	ea	$14.50	$40,890.00	46	160 tests per month (based on population density) plus estimated 900 samples for unplanned line breaks or repairs.	$15.00	$42,300.00	46	160 tests per month (based on population density) plus estimated 900 samples for unplanned line breaks or repairs.	$32.50	$91,650.00	46	160 tests per month (based on population density) plus estimated 900 samples for unplanned line breaks or repairs.
X	113	Calcium (CaCo2)	21	ea	$12.00	$252.00	47	21 sites - Annually	$12.00	$252.00	47	21 sites - Annually	$6.99	$146.79	47	21 sites - Annually
X	114	Total Alkalinity (CaCO3)	21	ea	$12.00	$252.00	48	21 sites - Annually	$11.00	$231.00	48	21 sites - Annually	$15.00	$315.00	48	21 sites - Annually
X	115	Conductivity	21	ea	$12.00	$252.00	49	21 sites - Annually	$7.00	$147.00	49	21 sites - Annually	$10.00	$210.00	49	21 sites - Annually
SECTION IX - WASTEWATER																
X	116	Fecal Coliform (Holding time: Max 8 hours before sample analyzation)	365	ea	$14.50	$5,292.50	50	1 Plant, 7 days/week	$15.00	$5,475.00	50	1 Plant, 7 days/week	$133.66	$48,785.90	50	1 Plant, 7 days/week
X	117	TSS - (Holding time: Max 7 days before sample analyzation)	365	ea	$10.00	$3,650.00	51	1 Plant, 7 days/week	$11.00	$4,015.00	51	1 Plant, 7 days/week	$11.19	$4,084.35	51	1 Plant, 7 days/week
SECTION X - All Drinking Water Systems and Plants																

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X	118	Total Solids	24	ea	$12.00	$288.00	52	24 Sites - Annually	$11.00	$264.00	52	24 Sites - Annually	$11.19	$268.56	52	24 Sites - Annually
X	119	Volatile Suspended Solids (VSS)	24	ea	$15.00	$360.00	53	24 Sites - Annually	$11.00	$264.00	53	24 Sites - Annually	$30.00	$720.00	53	24 Sites - Annually
X	120	Ortho-Phosphate	24	ea	$15.00	$360.00	54	24 Sites - Annually	$16.00	$384.00	54	24 Sites - Annually	$16.78	$402.72	54	24 Sites - Annually
X	121	Magnesium	24	ea	$10.00	$240.00	55	24 Sites - Annually	$10.00	$240.00	55	24 Sites - Annually	$6.99	$167.76	55	24 Sites - Annually
X	122	Lithium	48	ea	$15.00	$720.00	56	24 Sites - Semi-Annually	$22.00	$1,056.00	56	24 Sites - Semi-Annually	$30.00	$1,440.00	56	24 Sites - Semi-Annually
X	123	Emerging Contaminants in Water and Wastewater (EPA Methods: 533 or 537.1)	48	ea	$195.00	$9,360.00	57	24 Sites - Semi-Annually	$375.00	$18,000.00	57	24 Sites - Semi-Annually	$275.00	$13,200.00	57	24 Sites - Semi-Annually
Total						$151,567.50				$168,193.00				$329,543.43		

Felicia Holmes, CPPO, CPPB, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: September 22, 2025

TO: Joe Goulart, Contracting Agent II

FROM: Landis Legg, Project Manager

SUBJECT: Recommendation for Award Bid No. 25-T01014/JG
Project Name: Laboratory Testing Services

The attached bid received from Advanced Environmental Laboratories, Inc. for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $151,567.50
2. Reference checks are satisfactory: ☒ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
4. Request Next Bidder? ☐ YES ☒ NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.
   Advanced Environmental Laboratories can meet the requirements of the bid and are the lowest Bidder. The prices are reasonable for the requirements. Testing of the plants are required by our Florida Department of Environmental Protection plant operating permits.
6. Provide the funding information: Fund 4111 Dept 07111 Account 5303432
   Fund 4111 Dept 07121 Account 5303432

Reviewed & completed By: Landis Legg Date: 9/22/2025
Project Manager

Recommendation Approved By: _____ Date: 9/22/25
Department Director/Manager

Enclosure

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract.

D. Does the bidder have a satisfactory record of performance? **Yes**

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation of the bid.

E. Provide your overall recommendation on the Recommendation for Award Form. **Our overall recommendation for the Bid is Advanced Environmental Labs.**

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

REFERENCE

Reference For (Firm/Company): Advanced Environmental Laboratories, Inc.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Hernando County Utilities

First Name, Last Name: Landis Legg

PHONE #: (352) 754-4490 Email: Landisl@co.hernando.fl.us

1. Describe the work contracted to firm/company.
   Water and wastewater sample analyses.
2. Was the work completed on time?
   Work completed 99% on time. On holidays there has been a problem with the sample analysis being out of hold time as it was not run within the required time frame.

3. Were you satisfied with the final results?
   Reports and invoices are returned in a timely manner.

3. Did you implement their recommendations?
   They have had no recommendations for us.

4. Did you encounter any problems?
   Exceedances for bac-t samples were not always reported to the department timely. The sample courier has forgotten to pick up samples at some of the locations requiring us to contact the lab and leave a message to have courier return to the site. The lab does not provide us with the courier's phone number.

5. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	4
Qualifications	5
Final Product	5
Cooperation	4
Reliability	4

6. Would you contract with this company again?
   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Landis Legg Date: 09/19/2025

REFERENCE

Reference For (Firm/Company): Advanced Environmental Laboratories, Inc.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Tampa Bay Water

First Name, Last Name: Stephen, Cantin

PHONE #: 8137331815 Email: scantin@tampabaywater.org

1. Describe the work contracted to firm/company.

Tampa Bay Water contracts our monthly, quarterly and annual drinking water compliance and non-potable water monitoring samples to AEL for anything our own laboratory does not perform in house, including some general chemistry, semi-volatiles, metals and radiochemistry parameters.

2. Was the work completed on time?

>99% of the time the work is completed in a timely manner. There were only a few occasions in the last four years where we had to request status on samples. A one-to-two-week turnaround time is generally okay with us, but when sample data is still pending at three weeks it can become difficult for us to meet our turnaround time requirements.

3. Were you satisfied with the final results?

Yes. The consistency of the results is good. QC is good but can be missing from the reports from time to time. Only a few revisions were required throughout the last four years. The reports are easy to read.

4. Did you implement their recommendations?

We haven't used them so much in this capacity.

5. Did you encounter any problems?

See above. Outside of those occurrences there have been no issues.

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	4
Qualifications	5
Final Product	4
Cooperation	5

Reliability 5

7. Would you contract with this company again?

Yes X_____ No _____ Maybe _____

Hernando County Use Only
Reference checked by: Landis Legg Date: 09/19/2025

REFERENCE

Reference For (Firm/Company): Advanced Environmental Laboratories, Inc. (AEL)

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: Polk County Board of County Commissioners – Utilities Division

First Name, Last Name: Krystal Azzarella, Utilities Environmental Affairs Manager

PHONE #: 863-298-4195 Email: krystalazzarella@polk-county.net

1. Describe the work contracted to firm/company.
   AEL was contracted to complete our water/wastewater/reclaimed water and biosolids sampling as required by the Florida Department of Environmental Protection, the Polk County Department of Health and the United States Environmental Protection Agency.

2. Was the work completed on time?
   The percentage of reports received late was 29%

3. Were you satisfied with the final results?
   AEL is one of several laboratories we have used over the years. I have found that no lab is without their problems. AEL does better than most. Occasionally, we do not receive phone calls for failed samples and have missed being able to resample within the required time period.

4. Did you implement their recommendations?
   Recommendations were not a part of the contracted services.

5. Did you encounter any problems?
   AEL was also contracted to provide the data in a format that could be uploaded into HACH WIMS. We experienced difficulties, including the fact that bacteriologicals could not be provided in a format that could be uploaded. Late sample results including not receiving phone calls of exceedances caused a few problems.

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	5-*We have never encountered unprofessionalism from the current team.*
Qualifications	5-*Their compliance record overall (based on other labs) is great.*
Final Product	4-*Difficult integration with HACH WIMS means the final product is still in progress with that portion of the contract. The contract has two more years.*
Cooperation	4-*For the most part, AEL was willing to work with PCU to resolve issues within the current contract requirements. We monitor the invoice costs against the lab bid to ensure the right method and price was used.*
Reliability	4-*Exceedances were not always timely reported to staff by phone.*

7. Would you contract with this company again?

Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: Landis Legg Date: 09/19/2025

TECHNICAL EVALUATION FOR BID AWARD

ITB# 25-T01014/JG
Laboratory Testing Services

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased? **Yes**

If the bid is considered reasonable/realistic, provide justification for your conclusion. **The solicitation for the Environmental Testing was successfully bid and Advanced Environmental Labs were the lowest bidder to meet the requirements.**

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

B. Was an independent County estimate developed prior to soliciting for the procurement? **The estimate by the county was based on the current unit pricing by the piggyback contract that we are currently using.**

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid. **Using the old contract pricing the budget would have required $181,696 and with the new pricing it is estimated that the approximate cost would be $129,595 for the estimated number of samples.**

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation? **Yes**

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder through Purchasing.

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD
ITB No. 25-T01014/JG
Laboratory Testing Services

RESPONSE DEADLINE: September 15, 2025 at 10:00 am

Monday, September 22, 2025

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Advanced Environmental Laboratories, Inc.

9610 Princess Palm Avenue

Tampa, FL 33619

The tentative date for this recommendation is **October 28, 2025**. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO:
25-T01014/JG	**Laboratory Testing Services**	**September 15, 2025**	**25-T01014/JG**

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** **Brian Hawkins, Chair** **Jerry Campbell, Vice Chair** **John Allocco, Second Vice Chair** **Steve Champion** **Ryan Amsler**	**HERNANDO COUNTY** **PROCUREMENT DEPARTMENT** **15470 FLIGHT PATH DRIVE** **BROOKSVILLE, FL 34604** Carla Rossiter-Smith Chief Procurement Officer

SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: http://secure.procurenow.com/portal/hernandocounty, ON **September 15, 2025.** 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 **10:00 A.M. ON September 15, 2025.** 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 Laboratory Testing Services, as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXX	$151,567.50

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 Ninety (90) 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.
AEL does not offer discounts

DISCOUNT FOR PROMPT PAYMENT: __x__% 10 CALENDAR DAYS ___x__% 20 CALENDAR DAYS ___x__% __x__ CALENDAR DAYS

BIDDER'S INFORMATION	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Advanced Environmental Laboratories Inc. Company Name 9610 Princess Palm Ave Address Tampa FL 33619 City State Zip Code 813-219-6275 813-630-4327 mcammarata@aellab.com Phone Number Fax Number Email Address	BIDDER'S SIGNATURE Print Name: Charles M. Ged Title: President/Owner	OFFER DATE 9/3/25

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR NO.:	BY:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:

SUBMIT INVOICES TO:	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
Hernando County **Hernando County Utilities Department** **15365 Cortez Blvd.** **Brooksville, FL 34613**	SIGNATURE:	AWARD DATE:

LABORATORY TESTING SERVICES

25-T01014/JG

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando
Laboratory Testing Services

I. SOLICITATION .....
II. INTRODUCTION.....
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V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE AND SPECIFICATIONS.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL 10:00 a.m., LOCAL TIME ON Monday, September 15, 2025. 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 AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, September 15, 2025. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM 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.

Procurement Contact Information:

Joe Goulart, Purchasing Agent II

(352) 754-4020

jgoulart@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting Bids for:

SOLICITATION NO. 25-T01014/JG

FOR

Laboratory Testing Services

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in performing water analysis on samples collected from groundwater monitor wells, wastewater treatment plants, and water treatment plants.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, September 15, 2025, via Hernando County Procurement Department eProcurement Portal. Only electronic submittals through the eProcurement portal shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate

evaluation of the submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

The Procurement Department will post addenda on ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the County's portal to ensure that they are aware of all Addenda issued relative to this Solicitation.

Pursuant to Florida Statutes 119.071 sealed bids, proposals or replies received by an agency pursuant to a competitive Solicitation are exempt from 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.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's ePROCUREMENT PORTAL.

2.2. NON-MANDATORY PRE-BID CONFERENCE

Non-Mandatory Pre-Bid Conference

A Non-Mandatory Pre-Bid Conference will be held Wednesday, August 20, 2025 at 1:00 pm at the:

Hernando County Utilities 15365 Cortez Blvd Brooksville, FL 34613

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County Utilities Department

15365 Cortez Blvd.

Brooksville, FL 34613

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as "proposer" or "respondent".

B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contactor and signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract or an adjustment in the contract price or contract time, after the effective date of the signed contract.

C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.

D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.

E. **F.S.:** All references to Florida Statutes shall mean the version in effect at the time the contract is signed.

F. **PUBLIC OPENING**: The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.

G. **SOLICITATION:** This Invitation to Bid ("ITB"), Request for Proposals ("RFP") or Request for Quotes ("RFQ"), whichever applies.

H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting Hernando County's eProcurement Portal. For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's eProcurement Portal Q&A Tab.

4.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

A. Interested firms are required to register via the County's ePROCUREMENT PORTAL . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's ePROCUREMENT PORTAL. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.

2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.

3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.

4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.

5. No material, labor, or facilities will be furnished by the County unless specifically stated.

6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.

7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project Q&A Tab before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. BID OPENING:

Bids that are not received through the eProcurement Portal prior to the submission deadline will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from 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.

4.5. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab:. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit https://secure.procurenow.com/portal/hernandocounty to insure they are aware of all addenda issued for this solicitation.

D. Questions must be submitted via the Q&A Tab in the County's eProcurement Portal. Questions will only be accepted through the period specified in the bid documents as Question Submission Deadline.

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's eProcurement Portal prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.

4.8. BID PROTESTS:

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.9. FOREIGN COUNTRIES OF CONCERN

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. GENERAL CONDITIONS

5.1. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.

B. The period of the Contract shall extend for three (3) years from contract effective date.

C. **Renewal Option (Unilateral)**: At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for 2 (two) additional 1 (one) year periods at the same prices, terms, and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a contract with the State of Florida or any of its agencies.

E. **Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form, and all required forms/certifications. Failure to submit these forms may render its bid as non-responsive.**

5.3. QUALIFICATION OF BIDDERS:

A. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with their bid:

1. List and provide a brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.

2. Vendor/Contractor performing the analysis must be approved and certified pursuant to Florida Statute 406.863 by the Florida Department of Health (DOH) and in accordance with Florida Department of Environmental Protection (FDEP) Rule 62-550.550 and DOH Rule 64E-1.104, FAC Certification of Environmental Testing Laboratories. Vendor/Contractor must submit proof of Florida Department of Health certification, and copies of a Florida Department of Protection (FDEP) approved Quality Assurance (QA), Quality Control (QC) plan with their Bid. (FDEP Certified Laboratory Search: https://qlik.dep.state.fl.us/anon/sense/app/17c7c199-2c02-4f1e-9288-ad20a293694a/sheet/7bab101d-b28e-4607-b81f-6b82b0883957/state/analysis)

3. If the Vendor/Contractor's intention is to have certain analysis performed by another laboratory because the Vendor/Contractor is not certified to perform these particular analyses, the Vendor/Contractor must submit proof of certification from said laboratory and indicate this in the documents submitted. It is the responsibility of the Vendor/Contractor to notify and provide the County Project Manager notice and support documents if analysis is to be performed by another laboratory in advance of such action for County approvals.

4. List of equipment and facilities available to do work.

5. List of personnel, by name and title, contemplated to perform the work.

B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. BID EVALUATION AND AWARD:

Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding. A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

5.5. BID EVALUATION AND AWARD (continued) "Lowest Price"

The County reserves the right to make multiple awards to the lowest, responsive, and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County.

However, the County reserves the sole right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

5.6. BID EVALUATION AND AWARD (continued)

A. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

B. The County shall be the sole judge as to the relative merits of the bids received.

C. If a separate written contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

D. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.7. LOCAL PREFERENCE:

A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County

Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed $10,000.00 for procurement activities in amounts over $50,000.00

2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.

3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

C. Definitions:

1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

a. A physical business and location address.

b. Proof of payment of real property tax due to Hernando County.

c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

d. Any additional information necessary to verify local vendor status.

D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies, or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County,

or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than $10,000.00 or less.
6. Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.8. HOURS:

Sample pickup shall occur no earlier than 11:00 A.M. but no later than 12:30 P.M., except County holidays. During County holidays, or due to exigent circumstances, the Vendor/Contractor may call in advance to request a revised pick-up time. County reserves the right to approve or deny revised pick-up time. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance.

5.9. WARRANTIES:

The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

5.10. DELIVERY AND ACCEPTANCE:

A. The County will order services by issuance of a Hernando County numbered purchase order (PO). Each purchase order will specify the scope of work, location and date(s) for service required.

B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

C. Unless otherwise specified, services shall be performed as described in these contract documents.

D. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the certification of insurance, and any other required documents/certificates as specified by these contract documents.

5.11. REJECTION OF BID:

The County reserves the sole right to reject any and all bid submissions. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with a Hernando County previously awarded contract.

5.12. MINOR INFORMALITIES AND IRREGULARITIES:

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

5.13. NON-EXCLUSIVE CONTRACT:

Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

5.14. NON-PERFORMANCE:

Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

A. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the contract. The Chief Procurement Officer reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

5.15. ASSIGNMENT:

The successful Bidder is required to perform this contract and may not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting contractual agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

5.16. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on public entity crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

5.17. LICENSES AND PERMITS:

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

5.18. LAWS, REGULATIONS, PERMITS AND TAXES:

Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State, and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this contract. The County of Hernando is exempt from Federal excise taxes and all sales taxes.

5.19. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:

Without invalidating the contract, the County may, at any time or from time to time, through its Chief Procurement Officer or designee, order additions, deletions, or revisions in the work, the same being authorized by change order or contract modification/amendment. The cumulative total of change orders and/or modifications/amendments to this contract under $50,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the $50,000.00 cap is reached, all other additions, or revisions to this contract that exceed the “cap” are subject to approval by the Hernando County Board of County Commissioners through Board agenda item. Only upon receipt of a change order, or modification/amendment executed by the Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/Contractor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the contract documents. In addition:

A. The County will execute an appropriate modification/amendment to the contract if such modification/amendment to the contract is approved by the Chief Procurement Officer or Board of County Commissioners (as approvable) and,

B. It is the Vendor/Contactor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and amount of the applicable bond(s) shall be adjusted accordingly.

5.20. TAXES:

A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:

1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**

B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. and applicable rules of the Department of Revenue).

5.21. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with their bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that they are bidding on and will be required to furnish goods identical to the bid standard as specified.

5.22. LITIGATION/WAIVER OF JURY TRIAL:

This agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by

jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this contract and/or any other claim of injury or damage.

5.23. TERMINATION:

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

    a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

    b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

    c. Make progress so as to endanger performance of this contract.

    d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor's action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

    a. Stop work on the date and to the extent specified.

    b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

    c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

5.24. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

A. At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

B. Each governmental agency allowed by the Vendor/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

5.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

5.27. INTERIM EXTENSION OF PERFORMANCE:

If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the contract shall apply during this interim period.

5.28. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of their competency or financial ability is not satisfactory, the County reserves the right to reject their bid.

5.29. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

Per Florida Statute 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.30. PAYMENT:

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: Hernando County Utilities, 15365 Cortez Blvd Brooksville, FL 34613.

B. Each invoice shall give a detailed breakdown of the services provided.

C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference and be based upon the quantity report received after project completion.

D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74. Payment terms in conflict with Hernando County's payment terms are not acceptable and may be cause for rejection.

E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5.31. CONFLICT OF INTEREST:

A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract; or

C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.32. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal, therefore.

B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

5.33. E-VERIFY:

A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote

the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the 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, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Procurement Department at (352) 754-4020: and

   2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

   1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

   2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.

   3. Establish a written hiring and employment eligibility verification policy.

   4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect

fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE best practices contained in this article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.34. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE SECTION 287.135 AND 215.473:

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide

notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

5.35. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:
    a. State.....Statutory
    b. APPLICABLE FEDERAL.....Statutory
    c. EMPLOYER'S LIABILITY.....Minimum:
        i. $100,000.00 each accident
        ii. $100,000.00 by employee
        iii. $500,000.00 policy limit
    d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
    https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/
2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
    a. Coverage as follows:
        i. EACH OCCURRENCE.....$1,000,000.00
        ii. GENERAL AGGREGATE $2,000,000.00
        iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00
        iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)
    b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
        i. FIRE DAMAGE (Any one (1) fire.....$50,000.00
        ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a

policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

    a. COMBINED SINGLE LIMIT (CSL)..... $1,000,000.00 or:

        i. BODILY INJURY (Per Person)..... $1,000,000.00

        ii. BODILY INJURY (Per Accident)..... $1,000,000.00

        iii. PROPERTY DAMAGE.....$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. <u>EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY</u>:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to

notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

5.36. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of $3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of $1,000,000.00.

5.37. MINIMUM WAGE RATES:

A. The Vendor/Contractor shall be required to pay their employees no less than the Federal minimum wage rate.

B. If the contract should be renewed, the contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal law governing wage rates during the period of the contract for labor-related costs only.

C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal wage and hour law.

5.38. SAFETY PRECAUTIONS:

A. The Vendor/Contractor shall be responsible for instructing their workmen in appropriate safety measures with respect to all services provided under this contract and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

5.39. RESPONSIVE/RESPONSIBLE:

At the time of submitting a bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these bid documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State, or local laws, ordinances, rules, and regulations that in any manner affect the work, and to abide thereby if awarded the bid/contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve their responsibility.

5.40. CONE OF SILENCE

A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract.

During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.41. CLAIMS

A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the contract promptly but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Section titled "PRICE ADJUSTMENT". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

1. Deny the claim in whole or in part,
2. Approve the claim, or
3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5.42. DISPUTE RESOLUTION:

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

6. SPECIAL CONDITIONS

6.1. INSPECTION OF FACILITIES/AREAS:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the contract amount.

6.2. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.

C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

6.3. PRE-WORK MEETING

Within fourteen (14) days after the effective date of the contract, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6.4. CODES AND REGULATIONS:

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

6.5. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested and in the space provided on the Bid Form, if any. Furthermore, each Bidder offering an equal to the brand(s) specified (or if no brand is specified) must submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be rejected.

6.6. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

6.7. PROTECTION OF PROPERTY/SECURITY:

A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.

B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

6.8. PRICING-FFP

The County requires a firm fixed price for the entire contract period. Invoices will be reviewed to confirm compliance with bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

6.9. PRICE ADJUSTMENT:

Written request for price adjustments may be made every 12 months at time of renewal and no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this contract. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and the Vendor/Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

6.10. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.11. CHANGES - SERVICE CONTRACTS:

A. The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

   1. Description of services to be performed.

   2. Time of performance (i.e., hours of the day, days of the week, etc.).

   3. Place of performance of the services.

B. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.

C. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

6.12. EVALUATION OF OPTIONS:

The County shall evaluate bids/offers for award purposes by adding the total price for all options to the total price of the basic period. However, the evaluation of options will not obligate the County to exercise the option(s).

6.13. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form.

6.14. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual

prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**

6.15. REQUIREMENTS CONTRACT:

This is a requirements contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

6.16. ESTIMATED QUANTITIES:

Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

6.17. ADDITIONAL ITEMS:

The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these bid documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's contract.

6.18. SITE DAMAGE:

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.

6.19. EQUIPMENT LIST:

Bidders shall submit with the bid a listing of all equipment which Bidders will use in the performance of this contract, including (as applicable) rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.

7. SCOPE AND SPECIFICATIONS

7.1. PROJECT BACKGROUND INFORMATION

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the laboratory testing services for water and wastewater operations for the Hernando County Utilities Department as described herein.

7.2. GENERAL REQUIREMENTS:

A. **SAMPLING:**

1. **For Total Coliform analysis, the only approved analysis methods are SM9222B, for Total Coliform Positive raw water sample results, E-Coli analysis will be performed using analytical method SM9221F or SM9222G.**
2. Vendor/Contractor must provide all sample bottles, fixatives, and shipping containers suitable for storing samples for transportation to the laboratory. Vendor/Contractor shall provide a dedicated cooler for water samples and a dedicated cooler for wastewater samples. Coolers shall not be interchangeable.
    a. Due to the strict timelines required between when sampling occurs and testing is performed, all samples must be timely picked up by a courier employed by the Vendor/Contractor. **Common carrier services such as United Parcel, Federal Express, or similar companies do not comply with the requirements of this solicitation and therefore are not to be used.**
    b. It is not the responsibility of the County to deliver samples to the Vendor/Contractor.
3. Sample bottles, chain of custody forms, and shipping containers for wastewater treatment plants, water treatment plants, and ground water monitor wells are to be delivered by the Vendor/Contract at least fourteen (14) days in advance of sampling to: Hernando County Utilities Department, Wiscon Utilities Complex, 15400 Wiscon Road, Brooksville, FL 34601.
4. The Hernando County Utilities Department shall collect samples from various Wastewater Treatment Plants, Water Treatment Plants, water systems, and groundwater monitor wells.
5. Hernando County Utilities Department personnel will collect all samples with the exception of Giardia and Cryptosporidium.
6. Holidays shall not affect the hold time of the samples to be analyzed. There will be no failures due to exceeding the hold time for the sample being taken on holidays.
    a. In case of laboratory mishaps or hold time errors, there shall be a letter of explanation provided by email to Hernando County Utilities Department within 72 hours of the discovery of the error.

B. **SAMPLE PICK UP LOCATIONS:**

1. The Vendor/Contractor shall make pickups at the following locations between **11:00 A.M. and 12:30 P.M.** on the days stated for each location below. During County holidays or due to exigent circumstances the Vendor/Contractor may call in advance to request a revised pick-up time. County reserves the right to approve or deny revised pick-up time.

    a. Hernando County Utilities Department Complex, 15400 Wiscon Rd., Brooksville, FL 34601 - Tuesday, Wednesday, Thursday, and Friday except Holidays.

    b. Ridge Manor Sub-Regional Wastewater Treatment Plant (WTP), 5095 Kettering Road, Brooksville, FL 34602 - Thursdays except when the Thursday falls on a County Holiday and then change to Tuesday.

    c. Glen Water Reclamation Facility (WRF), 11354 Hexam Road, Weeki Wachee, FL 34613 - Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday including holidays.

    d. Airport Water Reclamation Facility (WRF), 1400 Downwind Way, Brooksville, Florida 34604 - Monday, Tuesday, Wednesday, Thursday, Friday, including holidays.

2. The Department reserves the right to cancel pickups at any or all locations due to samples not being available.

C. **SAMPLE RESULTS:**

1. **Wastewater Results**

    a. Shall be emailed to the following:

        i. landisl@co.hernando.fl.us

        ii. bbatten@co.hernando.fl.us

        iii. dsinger@co.hernando.fl.us

        iv. jbishop@co.hernando.fl.us

        v. tbishop@co.hernando.fl.us

        vi. cbishop@co.hernando.fl.us

        vii. salexander@co.hernando.fl.us

        viii. tmatney@co.hernando.fl.us

    b. Results that do not meet the requirements of the permit limits for the wastewater plants i.e. excursions, samples out of the hold time, lost samples that are not listed on the chain of custody, bottles spilled or broken; the Hernando County Utilities Representatives listed above shall be notified via email as soon as possible.

c. Any Wastewater sample failures shall be notified by email within thirty (30) hours of discovery.

d. The County reserves the right to amend this list via email notification to Vendor/Contractor.

2. **Water Results**

a. Shall be emailed to the following:

i. landisl@co.hernando.fl.us

ii. bbatten@co.hernando.fl.us

iii. jfretto@co.hernando.fl.us

iv. jwatson@co.hernando.fl.us

v. plorefice@co.hernando.fl.us

b. Any bacteriological drinking water sample failures shall be notified by email immediately upon discovery via email and phone call. During normal business hours of Monday through Friday, 7:00 am to 3:30 pm, call the office at (352) 754-4490; and, after hours, holidays, and weekends, call the on-call phone at (352) 667-1391.

3. **Sample Results Response Time Requirements**

a. Within thirty (30) hours of analysis, results for the following shall be emailed:

i. Fecal Coliform

b. Within two (2) days of analysis, results for the following shall be emailed:

i. Carbonaceous Biochemical Oxygen Demand (CBOD)

ii. Total Suspended Solids (TSS)

iii. Nitrates

iv. Chlorides

v. Sulfates

vi. Total Dissolved Solids

c. Within ten (10) days of analysis, results for the following shall be emailed:

i. Groundwater monitor well

ii. Total coliform

iii. Sludge analysis

d. Vendor/Contractor shall supply sample results via email within the time frames stated above. Hernando County Utilities personnel shall be notified immediately upon analysis of parameters that exceed permit specified limitations via email as shown above and telephone notification at (352) 754-4490. Failure to notify the Hernando County Utilities Department regarding samples that exceed specified limits within the time frame specified may be grounds for default. See Termination for Default in Section 5.23.

e. **Portal -** The awarded Vendor/Contractor shall provide a portal to the Hernando County Utilities Department and said portal shall contain the results, invoices, and be made available to the Department for five (5) years after the end of the contract for data retrieval. The County employees listed above shall have access to the provided portal. The portal should support Multi-Factor Authentication or, preferably, use Single Sign On (SSO) with the County's Microsoft Entra environment supported. The County reserves the right to amend this list via email notification to Vendor/Contractor. Results and reports, as applicable, must be provided prior to submitting an invoice for payment. Utilities Department staff will print invoices for payment, therefore, vendor/contractor will not be required to submit paper invoices. The County reserves the right to modify this process in the future without amending the contract.

f. **Lab Contact Information.** The Utilities Department shall provide phone numbers for the lab to contact regarding Coliform and Fecal Coliform failures within twenty-four (24) hours, upon the award of the contract.

D. **QUALITY CONTROL:** The County reserves the right to submit random quality control samples to any laboratory of its choice, at any time during the period of this contract, without such action constituting a breach of Contract.

7.3. TECHINCAL SPECIFICATIONS:

A. General: The required analysis work is divided into ten (10) sections. The various sections address different analysis parameters, sampling sites and/or sample frequencies. Separate unit prices per analysis and total prices (multiply Estimated Quantity Per Year x Price Per Analysis) are to be entered for each section on the Pricing Proposal Section 8. The County does not require a written Quality Assurance (QA) Quality Control (QC) with each analysis. This is required from the State if a QA plan is in effect. The County may require reporting on specific Florida Department of Environmental Protection forms including but not limited to 62-550 Drinking Water Forms and 62-620.910, 62-61.300 (4)(a)4. At this time, the County does not anticipate any other analyses other than possible re-samples or, in the event that other testing is needed to conform with the rules and regulations set forth by the Florida Department of Environmental Protection.

1. **Section I** - Analysis of Groundwater Monitor Well Samples/Wastewater:

a. The Vendor/Contractor shall be required to provide for the analyses of specified parameters from groundwater monitor well samples.

i. Detailed Analysis Requirements:

I. Laboratory procedures and methods used will be in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (A.S.T.M.), United States Environmental Protection Agency (USEPA), or other methods (plate count for fecal coliform) as approved and accepted by the Florida Department of Environmental Protection (FDEP).

ii. Frequency of Testing:

I. Samples shall be taken four (4) times for each well during the sampling periods as follows: sampling schedules may vary, all contingent upon weather or other unforeseen circumstances. Sampling months are January – March; April – June; July – September; October – December. Twenty-four (24) Wastewater Treatment Plant groundwater monitor wells shall be tested quarterly for the following parameters: Nitrate Nitrogen (NO3), Fecal Coliform, Total Dissolved Solids (TDS), Sodium Total Recoverable (Na), Chloride (CL), Sulfate Total (SO4), Turbidity, Nephelometric Turbidity Unit (NTU), Arsenic Total Recoverable (As), Lead Total Recoverable (Pb), Cadmium Total Recoverable (Cd), Chromium Total Recoverable (Cr).

2. **Section II** – Various Analysis for Influent and Effluent for Wastewater Treatment Plants and Monitor Wells:

a. The Vendor/Contractor shall be required to perform all analyses in accordance with methods approved by the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection. Analytical procedures will be completed in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, and in compliance with the Florida Administrative Code, Chapter 17-601, and USEPA Method 1623.

i. Detailed Analysis Requirements:

I. Five (5) day carbonaceous biochemical oxygen demand tests (CBOD5) for wastewater effluent and five (5) day biochemical oxygen demand (CBOD5) for influent. Results to be expressed as milligrams/liter (mg/L).

II. Total suspended solids (TSS) tests on effluent and influent. Results to be expressed as milligrams/liter (mg/L).

III. Nitrate Nitrogen (NO3) sampled on effluent. Results for nitrate tests to be expressed as milligrams/liter (mg/L) of nitrate.

IV. Ammonia tests (NH3) on effluent. Results to be expressed as milligrams/liter (mg/L).

V. Fecal Coliform on effluent. Results to be expressed as standard plate count.

VI. Giardia. Results to be expressed as a count of ocysts.

VII. Cryptosporidium. Results to be expressed as a count of ocysts.

VIII. Total Nitrogen (TN) required on some plant effluent where indicated. Results to be expressed as milligrams/liter (mg/L).

IX. Total Phosphorus (P) required on some plant effluent where indicated. Results to be expressed as milligrams/liter (mg/L).

X. Calcium. Results to be expressed as milligrams/liter (mg/L).

XI. Total Alkalinity. Results to be expressed as milligrams/liter (mg/L).

ii. Additional Tests Required:

I. Chemical Oxygen Demand (COD)

II. Total Kjeldahl Nitrogen (TKN)

III. Total Dissolved Solids (TDS)

IV. Sodium (Na)

V. Chloride (CL)

VI. Sulfate (SO4)

VII. Arsenic Total Recoverable (As)

VIII. Nephelometric Turbidity Unit (NTU)

IX. Lead Total Recoverable (Pb)

X. Cadmium Total Recoverable (Cd)

XI. Chromium Total Recoverable (Cr)

XII. Nitrite (NO2)

iii. Frequency of Testing:

I. Influent analysis consisting of Carbonaceous Biochemical Oxygen Demand (CBOD5) and Total Suspended Solids (TSS) shall be performed on two (2)

Wastewater Treatment Plants on a weekly basis and one (1) Wastewater Treatment Plant five (5) days per week.

II. Effluent analysis consisting of Carbonaceous Biochemical Oxygen Demand (CBOD5), Total Suspended Solids (TSS), and Nitrate (NO3) shall be performed on two (2) Wastewater Treatment Plants on a weekly basis and one (1) Wastewater Treatment Plant five (5) days a week.

III. Effluent analysis with Total Nitrogen (TN) shall be performed on two (2) Wastewater Treatment Plants on a weekly basis and one (1) Wastewater Treatment Plant five (5) days a week.

IV. Effluent Ammonia (NH3) analysis shall be performed on an as-needed basis at any of the Wastewater Treatment Plants.

V. Effluent Fecal Coliform analysis shall be performed on two (2) Wastewater Treatment Plants on a weekly basis and one (1) Wastewater Treatment Plant five (5) days a week.

VI. Giardia and Cryptosporidium analysis using USEPA Method 1623 shall be performed on one (1) Wastewater Treatment Plant on even numbered years for the Glen Water Reclamation Facility.

VII. Total Nitrogen (TN), Total Phosphorus (P), Calcium and Total Alkalinity Analysis shall be performed on three (3) wastewater treatment plants monthly.

VIII. Additional Requested Tests shall be performed on one (1) wastewater treatment plant on an as-needed basis.

3. **Section III** - Analysis of Wastewater Treatment Plant - Digested Sludge for Land Application:

   a. The Vendor/Contractor shall perform all analysis in accordance with methods approved by the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection (FDEP). Analytical procedures shall be completed in accordance with the latest edition of U.S. Environmental Protection Agency Publication – Publicly Owned Treatment Works (POTW) Sludge Sampling and Guidance Document, 1989, and or in compliance with the Florida Administrative Code, Chapter 62-640, effective 3-30-98.

      i. Detailed Analysis Requirements:

         I. Sludge Analysis - Sludge samples shall be tested for the following parameters, with results expressed in units as stated:**ParametersUnits**Total NitrogenPercent (%) Dry WeightTotal PhosphorusPercent (%) Dry WeightTotal PotassiumPercent (%) Dry WeightCadmiumMilligram per Kilogram (mg/kg), dry

basisCopperMilligram per Kilogram (mg/kg), dry basisLeadMilligram per Kilogram (mg/kg), dry basisNickelMilligram per Kilogram (mg/kg), dry basisZincMilligram per Kilogram (mg/kg), dry basisArsenicMilligram per Kilogram (mg/kg), dry basisMercuryMilligram per Kilogram (mg/kg), dry basisMolybdenumMilligram per Kilogram (mg/kg), dry basisSeleniumMilligram per Kilogram (mg/kg), dry basisPotential of Hydrogen (pH)Milligram per Kilogram (mg/kg), dry basisTotal SolidsPercent (%)

ii. Frequency of Testing:

I. Analysis shall be performed on an annual basis at three (3) Wastewater Treatment Plants:

I. Airport Water Reclamation Facility, 1400 Downwind Way, Brooksville 34604

II. Glen Water Reclamation Facility, 11354 Hexam Road, Brooksville 34613

III. Ridge Manor Wastewater Treatment Plant, 5095 Kettering Road, Brooksville 34602

4. **Section IV** - Annual Analysis for Primary and Secondary Drinking Water Standards, 24-hour Composite:

a. The Vendor/Contractor shall perform all analysis in accordance with the Primary and Secondary Drinking Water Standards contained in Chapter 62-550, F.A.C., and Florida Department of Environmental Protection (DEP) Form 62-620.910 effective March 9, 2006 (except for turbidity, total coliform, color, and corrosivity).

i. Detailed Analysis Requirements:

I. Dioxin and Gross Alpha samples. Dioxin results to be expressed as micrograms per liter (ug/L) and Gross Alpha results to be expressed as picoCuries per liter (pCi/L).

II. Asbestos may or may be not required, testing will be done on an as-needed basis.

ii. Frequency of Testing:

I. Dioxin and Gross Alpha

I. If any new non-domestic wastewater dischargers be added to the system during the year, testing shall be performed on an annual basis at three (3) Wastewater Treatment Plants:

I. Airport Water Reclamation Facility, 1400 Downwind Way, Brooksville 34604

II. Glen Water Reclamation Facility, 11354 Hexam Road, Brooksville 34613

III. Ridge Manor Wastewater Treatment Plant, 5095 Kettering Road, Brooksville 34602

II. Asbestos may or may be not required, testing will be done on an as-needed basis.

5. **Section V** - Analysis of Monitor Wells for Permit Renewal/Wastewater:

   a. The Vendor/Contractor shall perform all analysis in accordance with the Florida Primary and Secondary Drinking Water Standards contained in Chapter 62-550, Florida Administrative Code (excluding asbestos, acrylamide, and epichlorohydrin), fecal coliform, and United States Environmental Protection Agency (USEPA) Methods 601 and 602.

      i. Detailed Analysis Requirements:

         I. Dioxin and Gross Alpha samples results to be expressed as micrograms per liter (ug/L) and Gross Alpha results to be expressed as picoCuries per liter (pCi/L).

      ii. Frequency of Testing:

         I. Dioxin and Gross Alpha analysis shall be performed on one (1) Wastewater Treatment Plant with a total of five (5) Monitor Wells to be tested prior to permit renewal. Analysis may also be used in lieu of quarterly ground water monitoring requirements as per permit.

6. **Section VI** - Analysis of Effluent (Twenty-Four (24) Hour composite) for Permit Renewal:

   a. The Vendor/Contractor shall perform all analysis in accordance with the Florida Primary and Secondary Drinking Water Standards contained in Chapter 62-550, Florida Administrative Code (excluding asbestos, acrylamide, and epichlorohydrin), fecal coliform, and United States Environmental Protection Agency (USEPA) Methods 601 and 602.

      i. Detailed Analysis Requirements:

         I. The composite shall be analyzed for the Florida Primary and Secondary Drinking Water Standards in accordance with Chapter 62-550, Florida Administration Code, the United States Environmental Protection Agency (USEPA) Priority Pollutants and Fecal Coliform.

         II. Reports for any additional testing where applicable shall be reported by the testing laboratory on Form 62.550.730. Any exceedances shall be indicated by the laboratory within five (5) days of these tests results when obtained by the

laboratory to allow time for the Utilities Department to retest in a timely manner.

III. Asbestos may or may be not required, testing will be done on an as-needed basis.

ii. Frequency of Testing:

I. Analysis of Effluent

I. One (1) Wastewater Treatment Plant; OR

II. Three (3) Wastewater Treatment Plants;

I. Analyzed sixty (60) days prior to submittal of permit renewal application. Renewal dates vary.

II. Asbestos may or may be not required, testing will be done on an as-needed basis.

7. **Section VII** - Analysis of Drinking Water Wells:

a. The Vendor/Contractor shall perform all analysis in accordance with methods approved by the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection. Analytical procedures will be completed in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, and in compliance with Florida Administrative Code, Chapter 62-550.

i. Detailed Analysis Requirements:

I. Chloride sample results to be expressed as milligrams/liter (mg/L).

II. Sulfate sample results to be expressed as milligrams/liter (mg/L).

III. Total Dissolved Solids sample results to be expressed as milligrams/liter (mg/L).

ii. Frequency of Testing:

I. Analysis shall be performed on a quarterly basis at the following quantities:

II. Chloride - fifteen (15) samples

III. Sulfate – fifteen (15) samples

IV. Total Dissolved Solids - fifteen (15) samples

8. **Section VIII** - Yearly Analysis for Water Treatment Plants:

a. The Vendor/Contractor shall perform analysis for Water Treatment Plants in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, excluding 9221B, Escherichia Coli Broth Medium (EC/MUG), and Minimal

Medium ONPG (MMO/MUG) for Total Coliform, and in compliance with the Florida Administrative Code, Chapter 62-550 and United States Environmental Protection Agency (USEPA) Method SM9222B for Total Coliform of all bacteriological samples and for Total Coliform Positive raw water sample results, E-Coli analysis will be performed using analytical (continued) method SM9221F or SM9222G.

i. Detailed Analysis Requirements:

I. Nitrate/Nitrite sample results to be expressed as milligrams/liter (mg/L).

I. 1040 – Nitrate

II. 1041 - Nitrite

II. Volatile Organics sample results to be expressed as milligrams/liter (mg/L).

III. Lead and Copper

I. 1030 – Lead Pb

II. 1022 – Copper Cu

IV. Total Trihalomethanes sample results to be expressed as milligrams/liter (mg/L). Samples shall be tested as outlined in FDEP 62-550.519, EPA Method 502.2.

V. Radiological sample results to be expressed as milligrams/liter (mg/L).

I. Combined Uranium (U-234, U-236, U-238)

II. Gross Alpha (Excluding Uranium)

III. Radium 226

IV. Radium 228

VI. Primary Inorganics sample results to be expressed as milligrams/liter (mg/L). Asbestos is required.

I. Primary Inorganics (Including Nitrate and Nitrite)

II. 10-05 – Arsenic

III. 1094 – Asbestos

IV. 1010 – Barium

V. 1015 – Cadmium

VI. 1020 – Chromium

VII. 1024 – Cyanide

VIII. 1025 – Fluoride

IX. 1035 – Mercury

X. 1036 – Nickel

XI. 1045 – Selenium

XII. 1052 – Sodium

XIII. 1074 – Antimony

XIV. 1075 – Beryllium

XV. 1085 – Thallium

XVI. Lead

VII. Secondary Contaminants sample results to be expressed as milligrams/liter (mg/L).

I. 1002 – Aluminum

II. 1028 – Iron

III. 1032 – Manganese

IV. 1050 – Silver

V. 1095 – Zinc

VI. 1905 – Color

VII. 1920 – Odor

VIII. 1925 – pH

IX. 1930 – Total Dissolved Solids

X. 2905 – Foaming Agents

XI. Copper

XII. Chloride

XIII. Sulfate

VIII. Synthetic Organic Contaminants sample results to be expressed as milligrams/liter (mg/L).

I. 2063 – 2,3,7,8-TCDD (Dioxin) (1746-01-6)

II. 2105 – 2,4-D (94-75-7)

III. 2110 – 2,4,5-TP (Silvex) (93-72-1)

IV. 2110 – 2,4,5-TP (Silvex) (93-72-1)

V. 2050 – Atrazine (1912-24-9)

VI. 2306 – Benzo(a)pyrene (50-32-8)

VII. 2046 – Carbofuran (1563-66-2)

VIII. 2959 – Chlordane (57-74-9)

IX. 2031 – Dalapon (75-99-0)

X. 2035 – Di(2-ethylhexyl adipate (103-23-1)

XI. 2039 – Di(2-ethylhexyl phthalate (117-81-7)

XII. 2931 – Dibromochloropropane (DBCP)

XIII. 2041 – Dinoseb (88-85-7)

XIV. 2032 – Diquat (85-00-7)

XV. 2033 – Endothall (145-73-3)

XVI. 2005 – Endrin (72-20-8)

XVII. 2946 – Ethelene dibromide (EDB)

XVIII. 2034 – Glyphosate (1071-83-6)

XIX. 2065 – Heptachlor (76-44-8)

XX. 2067 – Heptachlor epoxide (1024-57-3)

XXI. 2274 – Hexachlorobenzene (118-74-1)

XXII. 2042 – Hexachlorocyclopentadiene (77-47-4)

XXIII. 2010 – Lindane (58-89-9)

XXIV. 2015 – Methoxychlor (72-43-5)

XXV. 2036 – Oxamyl EPA 531.1 (23135-22-0)

XXVI. 2326 – Pentachlorophenol (87-86-5)

XXVII. 2040 – Picloram (1918-02-1)

XXVIII. 2383 – Polychlorinated biphenyls (PCBs)

XXIX. 2037 – Simazine (122-34-9)

XXX. 2020 – Toxaphene (8001-35-2)

XXXI. Xylene

IX. Haloacetic Acids sample results to be expressed as milligrams/liter (mg/L). Samples shall be tested as outlined in FDEP 62- 550.519, EPA Method 552.2.

X. Total Coliform sample results to be expressed as absent or present.

I. Original copies of Total Coliform Test results are to be sent to Hernando County Utilities Department at 15400 Wiscon Road, Brooksville, Florida 34601, within three (3) days of analysis completion by email attention of Joe Fretto JFretto@co.hernando.fl.us and John Watson JWatson@co.hernando.fl.us

II. Total Coliform includes samples for permit compliance on any special testing main breaks, low psi, etc. shall be picked up every week at Wiscon Utilities Complex, 15400 Wiscon Road, Brooksville, FL 34601, or designated wastewater plant site.

XI. Calcium (CaCo2) sample results to be expressed as milligrams/liter (mg/L).

XII. Total Alkalinity (CaCO3) sample results to be expressed as milligrams/liter (mg/L).

XIII. Conductivity sample results to be expressed as microSiemens (uS/cm) or micromhos (umho/cm).

ii. Frequency of Testing:

I. Thirty (30) Nitrate/Nitrite sites shall be tested annually.

II. Twenty-four (24) Volatile Organics sites shall be tested annually.

III. Seventy (70) Lead and copper site shall be tested annually, based on population density.

IV. Five (5) Total Trihalomethanes site shall be tested quarterly.

V. Twenty-four (24 Radiological sites shall be tested annually.

VI. Twenty-four (24) Primary Inorganics (including Nitrite/Nitrate) sites shall be tested annually.

VII. Twenty-four (24) Secondary Contaminants sites shall be tested annually.

VIII. Twenty-four (24) Synthetic Organic Contaminants sites shall be tested annually.

IX. Twenty-four (24) Haloacidic Acids sites shall be tested annually.

X. Two thousand eight hundred and twenty (2,820) total Coliform samples shall be tested annually - 160 tests per month (based on population density) plus estimated 900 samples for unplanned line breaks or repairs.

XI. Twenty-one (21) Calcium (CaCo2) sites shall be tested annually.

XII. Twenty-one (21) Total Alkalinity (CaCO3) sites shall be tested annually.

XIII. Twenty-one (21) Conductivity sites shall be tested annually.

XIV. Subsection tests shall be conducted as needed.

9. **Section IX** - Wastewater:

   a. The Vendor/Contractor shall perform analysis in accordance with methods approved by the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection.

      i. Detailed Analysis Requirements:

         I. Reclaimed water, to be expressed as a plate count, unless otherwise requested.

      ii. Frequency of Testing:

         I. Fecal Coliform for the Glen Water Reclamation Facility seven (7) days per week.

         II. Total Suspended Solids (TSS) for the Glen Water Reclamation Facility seven (7) days per week.

10. **Section X** - All Drinking Water Systems and Plants:

   a. The Vendor/Contractor shall perform analysis in accordance with methods approved by the United States Environmental Protection Agency (USEPA) and the Florida Department of Environmental Protection.

      i. Detailed Analysis Requirements:

         I. Total Solids sample results to be expressed as mg/L.

         II. Volatile Suspended Solids (VSS) sample results to be expressed as mg/L.

         III. Ortho-Phosphate sample results to be expressed as mg/L.

         IV. Magnesium sample results to be expressed as mg/L.

         V. Lithium sample results to be expressed as mg/L.

         VI. Emerging Contaminants in Water and Wastewater.

            I. Include but are not limited to: PFAS, PFOA, PFOS, PFHxS, PFNA, and HFPO-DA samples results to be expressed as ng/L.

            II. Testing will occur pursuant to Environmental Protection Agency methods 533 or 537.1.

      ii. Frequency of Testing:

I. Twenty-four (24) Total Solids, Volatile Suspended Solids (VSS), Ortho-Phosphate, and Magnesium sites shall be tested annually.

II. Twenty-nine (29) Lithium and Emerging Contaminants in Water and Wastewater sites shall be tested semi-annually.

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PRICE TABLES

BID TABLE

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
SECTION I – ANALYSIS OF GROUNDWATER MONITOR WELL SAMPLES/WASTEWATER							
1	1	Analysis of Groundwater Monitor Well Samples/Wastewater	96	24 Wells Quarterly	ea	$87.00	$8,352.00
SECTION II - VARIOUS ANALYSIS FOR INFLUENT AND EFFLUENT FOR WASTEWATER TREATMENT PLANTS AND MONITOR WELLS							
2	2	Influent Carbonaceous Biochemical Oxygen Demand (CBOD 5)	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$18.00	$6,552.00
3	3	Influent Total Suspended Solids (TSS)	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$9.00	$3,276.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
4	4	Effluent Carbonaceous Biochemical Oxygen Demand (CBOD 5)	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$18.00	$6,552.00
5	5	Effluent Total Suspended Solids (TSS)	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$9.00	$3,276.00
6	6	Effluent Nitrate Nitrogen (NO3)	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$8.00	$2,912.00
7	7	Effluent Total Nitrogen (TN)	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$28.00	$10,192.00
8	8	Effluent Ammonia (NH3)	1	As Needed	ea	$15.00	$15.00
9	9	Effluent Fecal Coliform	364	2 Plants, once per week + 1 Plant, 5 days per week	ea	$14.50	$5,278.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
10	10	Giardia	1	Annually on Even Numbered Years	ea	$375.00	$375.00
11	11	Cryptosporidium	1	Annually on Even Numbered Years	ea	$375.00	$375.00
12	12	Total Nitrogen (TN)	36	3 Plants - Monthly	ea	$30.00	$1,080.00
13	13	Phosphorus (P)	36	3 Plants - Monthly	ea	$18.00	$648.00
14	14	Calcium	36	3 Plants - Monthly	ea	$10.00	$360.00
15	15	Total Alkalinity	36	3 Plants - Monthly	ea	$12.00	$432.00
16	16	Chemical Oxygen Demand (COD)	1	As Needed	ea	$20.00	$20.00
17	17	Total Kjeldahl Nitrogen (TKN)	1	As Needed	ea	$18.00	$18.00
18	18	Total dissolved Solids (TDS)	1	As Needed	ea	$10.00	$10.00
19	19	Sodium (Na)	1	As Needed	ea	$10.00	$10.00
20	20	Chloride (CL)	1	As Needed	ea	$12.00	$12.00
21	21	Sulfate (SO4)	1	As Needed	ea	$12.00	$12.00
22	22	Arsenic Total Recoverable (As)	1	As Needed	ea	$10.00	$10.00
23	23	Nephelometric Turbity Unit (NTU)	1	As Needed	ea	$10.00	$10.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
24	24	Lead Total Recoverable (Pb)	1	As Needed	ea	$10.00	$10.00
25	25	Cadmium Total Recoverable (Cd)	1	As Needed	ea	$10.00	$10.00
26	26	Chromium Total Recoverable (Cr)	1	As Needed	ea	$10.00	$10.00
27	27	Nitrite (NO2)	1	As Needed	ea	$8.00	$8.00
SECTION III - ANALYSIS OF WASTEWATER TREATMENT PLANT - DIGESTED SLUDGE FOR LAND APPLICATION							
28	28	Sludge Analysis	3	3 Plants - Annually	ea	$152.00	$456.00
SECTION IV - ANNUAL ANALYSIS FOR PRIMARY AND SECONDARY DRINKING WATER STANDARDS - 24-HR COMPOSITE							
29	29	Dioxin and Gross Alpha	3	3 Plants - Annually	ea	$350.00	$1,050.00
30	30	Asbestos (if required)	1	As Needed	ea	$225.00	$225.00
SECTION V - ANALYSIS OF MONITOR WELLS FOR PERMIT RENEWAL/WASTEWATER							
31	31	Dioxin and Gross Alpha	5	5 Wells at 1 Plant Prior to Permit Renewal	ea	$350.00	$1,750.00
SECTION VI - ANALYSIS OF EFFLUENT (24 HR. COMPOSITE) FOR PERMIT RENEWAL							
32	32	Analysis of Effluent	1	As Needed	ea	$1,200.00	$1,200.00
33	33	Asbestos (if required)	1	As Needed	ea	$250.00	$250.00
SECTION VII - YEARLY ANALYSIS OF DRINKING WATER WELLS							

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
34	34	Chloride	60	15 Wells - Quarterly	ea	$12.00	$720.00
35	35	Sulfate	60	15 Wells - Quarterly	ea	$12.00	$720.00
36	36	Total Dissolved Solids	60	15 Wells - Quarterly	ea	$10.00	$600.00
SECTION VIII - YEARLY ANALYSIS FOR WATER TREATMENT PLANTS							
37	37	Nitrate/Nitrite	30	30 Sites - Annually	ea	$12.00	$360.00
38	37a	1040 – Nitrate (Unit price only)	1	As Needed	ea	$12.00	$12.00
39	37b	1041 – Nitrite (Unit price only)	1	As Needed	ea	$12.00	$12.00
40	38	Volatile Organics	24	24 Sites - Annually	ea	$60.00	$1,440.00
41	39	Lead and Copper	70	Based on population density. Estimated at 70 sites x once per year	ea	$22.00	$1,540.00
42	39a	1030 - Lead Pb (Unit price only)	1	As Needed	ea	$11.00	$11.00
43	39b	1022 - Copper Cu (Unit price only)	1	As Needed	ea	$11.00	$11.00
44	40	Total Trihalomethanes	20	5 Sites - Quarterly	ea	$40.00	$800.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
45	41	Radiological	24	24 Sites - Annually	ea	$195.00	$4,680.00
46	41a	Combined Uranium (U-234, U-235, U-238)	1	As Needed	ea	$15.00	$15.00
47	41b	Gross Alpha (excluding Uranium)	1	As Needed	ea	$40.00	$40.00
48	41c	Radium 226	1	As Needed	ea	$70.00	$70.00
49	41d	Radium 228	1	As Needed	ea	$80.00	$80.00
50	42	Primary Inorganics (including Nitrate and Nitrite)	24	24 Sites - Annually	ea	$135.00	$3,240.00
51	42a	1005 – Arsenic (Unit price only)	1	As Needed	ea	$8.00	$8.00
52	42b	1094 – Asbestos (Unit price only, do not include in cost of Primary Inorganics)	1	As Needed	ea	$250.00	$250.00
53	42c	1010 - Barium	1	As Needed	ea	$8.00	$8.00
54	42d	1015 - Cadmium	1	As Needed	ea	$8.00	$8.00
55	42e	1020 - Chromium	1	As Needed	ea	$8.00	$8.00
56	42f	1024 - Cyanide	1	As Needed	ea	$25.00	$25.00
57	42g	1025 - Fluoride	1	As Needed	ea	$12.00	$12.00
58	42h	1035 - Mercury	1	As Needed	ea	$15.00	$15.00
59	42i	1036 - Nickel	1	As Needed	ea	$8.00	$8.00
60	42j	1045 - Selenium	1	As Needed	ea	$8.00	$8.00
61	42k	1052 - Sodium	1	As Needed	ea	$8.00	$8.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
62	42l	1074 - Antimony	1	As Needed	ea	$8.00	$8.00
63	42m	1075 - Beryllium	1	As Needed	ea	$8.00	$8.00
64	42n	1085 - Thallium	1	As Needed	ea	$8.00	$8.00
65	42o	Lead	1	As Needed	ea	$8.00	$8.00
66	43	Secondary Contaminants	24	24 Sites - Annually	ea	$120.00	$2,880.00
67	43a	1002 - Aluminum	1	As Needed	ea	$8.00	$8.00
68	43b	1028 - Iron	1	As Needed	ea	$8.00	$8.00
69	43c	1032 - Manganese	1	As Needed	ea	$8.00	$8.00
70	43d	1050 - Silver	1	As Needed	ea	$8.00	$8.00
71	43e	1095 - Zinc	1	As Needed	ea	$8.00	$8.00
72	43f	1905 - Color	1	As Needed	ea	$20.00	$20.00
73	43g	1920 - Odor	1	As Needed	ea	$20.00	$20.00
74	43h	1925 - pH	1	As Needed	ea	$10.00	$10.00
75	43i	1930 - Total Dissolved Solids	1	As Needed	ea	$12.00	$12.00
76	43j	2905 - Foaming Agents	1	As Needed	ea	$25.00	$25.00
77	43k	Copper	1	As Needed	ea	$8.00	$8.00
78	43l	Chloride	1	As Needed	ea	$12.00	$12.00
79	43m	Sulfate	1	As Needed	ea	$12.00	$12.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
80	44	Synthetic Organic Contaminants	24	24 Sites - Annually	ea	$600.00	$14,400.00
81	44a	2063 - 2,3,7,8-TCDD (Dioxin) (1746-01-6) Unit price only, do not include in cost of S.O.C.s	1	As Needed	ea	$350.00	$350.00
82	44b	2105 - 2,4-D (94-75-7)	1	As Needed	ea	$90.00	$90.00
83	44c	2110 - 2,4,5-TP (Silvex) (93-72-1)	1	As Needed	ea	$0.00	$0.00
84	44d	2050 - Atrazine (1912-24-9)	1	As Needed	ea	$135.00	$135.00
85	44e	2306 - Benzo(a)pyrene (50-32-8)	1	As Needed	ea	$0.00	$0.00
86	44f	2046 - Carbofuran (1563-66-2)	1	As Needed	ea	$0.00	$0.00
87	44g	2959 - Chlordane (57-74-9)	1	As Needed	ea	$90.00	$90.00
88	44h	2031 - Dalapon (75-99-0)	1	As Needed	ea	$0.00	$0.00
89	44i	2035 - Di(2-ethylhexyl adipate (103-23-1)	1	As Needed	ea	$0.00	$0.00
90	44j	2039 - Di(2-ethylhexyl phthalate (117-81-7)	1	As Needed	ea	$0.00	$0.00
91	44k	2931 - Dibromochloropropane (DBCP)	1	As Needed	ea	$0.00	$0.00
92	44l	2041 - Dinoseb (88-85-7)	1	As Needed	ea	$0.00	$0.00
93	44m	2032 - Diquat (85-00-7)	1	As Needed	ea	$75.00	$75.00
94	44n	2033 - Endothall (145-73-3)	1	As Needed	ea	$75.00	$75.00
95	44o	2005 - Endrin (72-20-8)	1	As Needed	ea	$0.00	$0.00
96	44p	2946 - Ethelene dibromide (EDB)	1	As Needed	ea	$40.00	$40.00
97	44q	2034 - Glyphosate (1071-83-6)	1	As Needed	ea	$75.00	$75.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
98	44r	2065 - Heptachlor (76-44-8)	1	As Needed	ea	$0.00	$0.00
99	44s	2067 - Heptachlor epoxide (1024-57-3)	1	As Needed	ea	$0.00	$0.00
100	44t	2274 - Hexachlorobenzene (118-74-1)	1	As Needed	ea	$0.00	$0.00
101	44u	2042 - Hexachlorocyclopentadiene (77-47-4)	1	As Needed	ea	$0.00	$0.00
102	44v	2010 - Lindane (58-89-9)	1	As Needed	ea	$0.00	$0.00
103	44w	2015 - Methoxychlor (72-43-5)	1	As Needed	ea	$0.00	$0.00
104	44x	2036 - Oxamyl EPA 531.1 (23135-22-0)	1	As Needed	ea	$75.00	$75.00
105	44y	2326 - Pentachlorophenol (87-86-5)	1	As Needed	ea	$0.00	$0.00
106	44z	2040 - Picloram (1918-02-1)	1	As Needed	ea	$0.00	$0.00
107	44aa	2383 - Polychlorinated biphenyls (PCBs)	1	As Needed	ea	$0.00	$0.00
108	44bb	2037 - Simazine (122-34-9)	1	As Needed	ea	$0.00	$0.00
109	44cc	2020 - Toxaphene (8001-35-2)	1	As Needed	ea	$0.00	$0.00
110	44dd	Xylene	1	As Needed	ea	$40.00	$40.00
111	45	Haloacetic Acids	24	24 Sites - Annually	ea	$70.00	$1,680.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
112	46	Total Coliform	2,820	160 tests per month (based on population density) plus estimated 900 samples for unplanned line breaks or repairs.	ea	$14.50	$40,890.00
113	47	Calcium (CaCo2)	21	21 sites - Annually	ea	$12.00	$252.00
114	48	Total Alkalinity (CaCO3)	21	21 sites - Annually	ea	$12.00	$252.00
115	49	Conductivity	21	21 sites - Annually	ea	$12.00	$252.00
SECTION IX - WASTEWATER							
116	50	Fecal Coliform (Holding time: Max 8 hours before sample analyzation)	365	1 Plant, 7 days/week	ea	$14.50	$5,292.50
117	51	TSS - (Holding time: Max 7 days before sample analyzation)	365	1 Plant, 7 days/week	ea	$10.00	$3,650.00
SECTION X - All Drinking Water Systems and Plants							
118	52	Total Solids	24	24 Sites - Annually	ea	$12.00	$288.00
119	53	Volatile Suspended Solids (VSS)	24	24 Sites - Annually	ea	$15.00	$360.00

Line Item	Item No.	Description	Estimated Quantity Per Year	Frequency Per Year	Unit of Measure	Price Per Analysis	Total
120	54	Ortho-Phosphate	24	24 Sites - Annually	ea	$15.00	$360.00
121	55	Magnesium	24	24 Sites - Annually	ea	$10.00	$240.00
122	56	Lithium	48	24 Sites - Semi-Annually	ea	$15.00	$720.00
123	57	Emerging Contaminants in Water and Wastewater (EPA Methods: 533 or 537.1)	48	24 Sites - Semi-Annually	ea	$195.00	$9,360.00
TOTAL							**$151,567.50**

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

ADDENDUM # ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

Laboratory Testing Services

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 25-T01014/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. General Requitements 7.2 A1 page 37. Is this for drinking water only concerning the method requirements for total coliform and e.coli?

1.A. Page 37 Total Coliform and E. Coli are for Drinking Water only. Wastewater tests will be Fecal Coliform.

2.Q. Can the county please provide the incumbent unit rates for pricing?

2.A. See Exhibit A attached to this Addendum No. 1.

3.Q. Line Item 12 for TN. Is this (TKN + NOx) or (TKN+ NO2+NO3)?

3.A. Line item 12. TN includes TKN, NO2, NO3

4.Q. Line item 32 for Analysis of Effluent. Are the Disinfectant Residual, Disinfection byproducts, Rads (Gross A, Rad 226 and 228 and Uranium) required for this item? Can a comprehensive data report be provided to show all the required methods and parameters?

4.A. Line Item 32 Analysis of Wastewater Plant EFF No disinfectant Residual By-Products. Please include Radium 226 & 228 as well as Gross Alpha and Uranium. No Asbestos required.

5.Q. Line item 37 Nitrate/Nitrite Is this to report the NOx or NO2 and NO3 separately?

5.A. Report Nitrate and Nitrite separately. When Chain of Custody asks only for NO3 report that only.

6.Q. Line item 40 is for 524.2 drinking water 21 regulated VOC's?

6.A. Line item 40. Drinking water VOCs and the annual testing on the department's wastewater plant effluents.

7.Q. Line item 45 Radiologicals. Are reporting Gross A, Rad 226, Rad 228 and Uranium? Is the GA excluding or including Uranium?

7.A Line item 45. Radiologicals -Gross Alpha (GA) is Radium 226, Radium 228 and including Uranium.

8.Q. Line Item 50 Primary Inorganics (include NO2 and NO3) Does this line include Asbestos?

8.A. Line item 50 "Primary Inorganics" does not include Asbestos however it is including NO2 & NO3.

9.Q. Page 49 Section VIII SOC Xylene is part of the SOC list of compounds. Xylene is a volatile not an SOC compound. Is this an error?

9.A. Yes, it is an error. Please see Item 1 of Section B, **CLARIFICATIONS**, of this Addendum No. 1.

10. **Q. Line Item 122 for Lithium. Does this require Drinking Water certification?**

10.A. Line item 122. Lithium requires Drinking Water Certification. This is now a part of EPA regulations included testing for the new UCMR5.

B. CLARIFICATIONS

1. In Section 8, PRICING PROPOSAL, Line Item 110 is revised as follows:

Line Item	Item No.	Description	Estimated QTY Per Year	Frequency Per Year	UOM
110	44dd	Xylene – This is not an SOC, please price as VOC	1	As Needed	EA

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPB, NIGP-CPP, FCCM, Procurement Manager
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

Exhibit A

Current Piggyback Pricing from the City of Jacksonville Beach

Type of Analysis	Unit Price per Analysis
Radionuclides	$200.00
Asbestos	$220.00
Copper	$11.00
Lead	$11.00
Inorganic Compounds 62-550 Table 1 including Nitrate & Nitrite	$190.00
Nitrate & Nitrite (rules 62-550.500 & 62-550.512)	$17.00
Total Trihalomethanes	$40.00
Haloacetic Acids (HAA5)	$85.00
Volatile Organic Compounds (62-550 Table 4)	$80.00
Volatile Organic Compounds (62-550 Table 5)	$80.00
Synthetic Organic Compounds (62-550 Table 5)	$600.00
Secondary Drinking Water Standards (62-550 Table 6)	$138.00
Total Coliform	$12.00
Total Hardness	$16.00
Total Chromium	$11.00
Iron	$11.00
Total Phosphorus	$18.00
Total Dissolved Solids	$10.00
Total Solids	$10.00
Total Recoverable Metals	$20.00
Ortho phosphorus	$17.00
Phosphorus	$18.00
Nitrate/Nitrate	$17.00
Total Nitrogen (non-contract price)	$39.00
Oil & Grease	$45.00
Total Phenols	$44.00
Methylene Blude Active Substances	$35.00
Ammonia	$15.00
Salinity	$13.00
Cadmium	$11.00
TKN	$18.00
Fecal Coliform	$15.00
Aluminum	$11.00

Zinc	$11.00
Turbidity	$9.00
Biochemical Oxygen Demand	$18.00
CBOD	$18.00
Chemical Oxygen	$12.00
Total Suspended Solids	$10.00
Cryptosporidium & Giardia	$770.00
Primary Drinking Water Standards	$945.00
Secondary Drinking Water Standards	$138.00
Group Quarterly Groundwater Standards for wastewater plant monitoring wells (See group listed below 1)	$85.00
Total Phosphorus as P	$18.00
Total Cyanide as CN	$35.00
Arsenic	$11.00
Barium	$11.00
Mercury	$20.00
Selenium	$11.00
Enterococci	$45.00
CBOD5	$18.00
Total Recoverable Copper	$11.00
Total Recoverable Mercury	$20.00
Total Recoverable Nickel	$11.00
Total Ammonia as N	$18.00
Total Kjeldahl Nitrogen as N	$16.00
Sodium	
Wastewater Annual Sludge (Was not on contract)	$319.00
Sodium	$11.00
Conductivity	$13.00
Calcium (non-contract)	$11.00
Chlorides	$15.50
Chloride, Sulfate and TDS (non-contract)	$41.00

Non-Contract Items with City of Jacksonville Beach	
Uranium Method 200.8	$11.00
VOC's	$80.00
SOC's	$600.00
Primary Inorganics	$190.00
Secondaries Inor	$138.00

Nitrate / Nitrite	$17.00
Lead and Copper	$22.00
Annual TTHMS and HAA5S	$125.00
Quarterly TTHMS and HAA5S	$125.00
Quarterly Chloride, Sulfate, and TDS	$41.00
(21) Total Alkalinity	$18.00
(21) Calcium	$11.00
(0) Asbestos	$220.00
(20) Conductivity	$13.00

(1) Each Wastewater Plant Groundwater Monitoring Well will be analyzed for the following parameters[1]

Nitrate
Total Dissolved Solids (TDS)
Arsenic, Total Recoverable
Chloride (as Cl)
Cadmium, Total Recoverable
Chromium, Total Recoverable
Lead, Total Recoverable
Coliform, Fecal
Sulfate, Total
Turbidity
Sodium, Total Recoverable

Excerpt From AEL Quality Manual Section 7

7.0 Facilities and Equipment

7.1 AEL consists of eight laboratories that are located in Jacksonville, Tampa, Miami (Miramar), Gainesville, Orlando (Altamonte Springs), Tallahassee, Fort Myers, and Lake Placid.

7.2 AEL Jacksonville is a full-service laboratory and is also the home of the corporate headquarters. AEL Tampa and AEL Miami are also full-service laboratories. AEL Gainesville, Orlando, Tallahassee, Fort Myers, and Lake Placid perform inorganic chemistry and microbiology testing.

7.3 The goal of AEL is to provide its employees with the most current technologically advanced equipment sufficient to meet or exceed all maximum contaminant limits or method detection limits, as required by the regulatory agencies, FDEP or EPA. AEL continually updates its equipment to keep up with the changes in technology and regulations.

7.4 The facilities are of sufficient size to meet all analytical and regulatory requirements.

7.5 The certification and scope of accreditation for each facility are maintained in the custody of the QA Officer with copies on the designated Quality Assurance (Q)drive of the AEL networked servers.

7.6 The attached spreadsheets comprising the majority of this section, provide an inventory listing of the equipment stored in each facility, separated by room number of each individual laboratory. All instruments are assigned identification in the Laboratory Information Management System (LIMs) as follows:

- 7.6.1 Site Location: **J** for Jacksonville; **T** for Tampa; **A** for Orlando; **G** for Gainesville; **M** for Miami; **S** for Tallahassee; **F** for Fort Myers; and **L** for Lake Placid.
- 7.6.2 Room Location: The room numbers are listed at the top in the following pages.
- 7.6.3 Letter Designation: Each instrument is assigned a one or two letter identifier.
- 7.6.4 As an example, the first GC/MS in Jacksonville would be assigned J7A, which corresponds to Jacksonville, Room 7, instrument A.

7.7 Electronic Records, bench sheets, and data sheets will also reference the instrument ID using the assignment conventions as listed above in

section 7.6. Model and Serial Number can also be referenced on bench sheets but are not required. However, the physical identification on the instrument itself shall only need to consist of the letter designation only. Each room is to be identified by number on or near the entryway into the room. Lab location is self-evident.

7.8 Copies of the floor plans of the individual facilities are maintained current on the designated Quality Assurance (Q) drive of the AEL networked servers.

7.9 For the most current equipment list for each laboratory location, please contact the QA department.

Location	ID	Instrument Type	Instrument Make and Model
A1	A	Incubator	Total Coliform Incubator, Gallenkamp, S/N SG.92.12.036
A1	B	Waterbath	Fecal Waterbath, Blue M MW-1110A-1, S/N M5-12364
A1	C	Colony Counter	Colony Counter, Quebec 3325, S/N None
A1	D	Autoclave	Autoclave, Market Forge STM-E, S/N 173491
A1	E	BT sure incubator	Model # DB104115, Serial # 1041021175479
A1	FF	Balance	AE106 Balance s/n 38600 067 10
A1	G	pH Meter	HACH HQ440d multi,SN 150500000400
A1	GP	pH Meter Probe	HACH pHc201, SN 211262611344
A1	H	Refrigerator	Refrigerator, Hotpoint HT516ABMFRWW, S/N VF752407
A1	I	Dessicator	Dessicator #1
A1	J	Dessicator	Dessicator #2
A1	K	Pump	Marathon Electric Pump/Motor SN: J08J070092
A1	L	Pump	Imagitarium Powerhead Pump SN: E487688
A1	M	Millipore EZ-Pak	Millipore EZ-Pak Model: EZDISP001, Serial #: 006714
A1	MM	Dessicator	Dessicator
A1	N	Hot Plate	Thermo Hot/Stir plate SP88857100 S/N:C371001810652422
A1	O	Manifold	3-place manifold, Gelman 15402
A1	P	Conductivity Meter	Mettler-Toledo SN: 1227077080
A1	PP	Conductivity Meter Probe	Mettler-Toledo Inlab 731
A1	PP	UV Lamp	Spectroline UV Lamp SM#1291640
A1	Q	Quantitray Sealer	IDEXX Sealer Plus Model: 89-0003936-00, Serial #: QTP13193400207
A1	QQ	Hot Plate	Corning Stirrer/Hot Plate, Model #: PC-420, Serial #: 430506101001
A1	R	Manifold	3-place manifold, Gelman 15402
A1	S	Pump	Micro Waterbath Head Power Pump no Serial #: Power Head IMAG-PH1
A1	T	Waterbath	Thermo Scientific, Model 2845, S/N - 219839-620
A1	V	Quanti-Tray Sealer Plus	IDEXX, Quanti-Tray Sealer Plus, Serial # QTP13193400207
A1	F	Millipore EZ-Pak	Millipore EZ-Pak Model: EZDISP001, Serial #: 8209
A2	A	Stirplate	Corning Mod PC-410, SN 350401235734
A2	AB	Bubbler	Bubbler/Air Pump no Serial #: AirTech-2K5 Penn-Plax
A2	AC	Portable BOD Incubator	N-Con BOD-Cubator Model 00-170T Serial # T050406
A2	B	Pump	Marathon Electric Pump/Motor SN: A14J80041
A2	BB	Refrigerator	Kool-it Model #KGM-75, SN 75170701003
A2	CLR	Nessler Tubes	Color Nessler Tubes
A2	D	Oven	Drying Oven, Fisher Model#516G, SN 502N0070
A2	E	DO Meter	Dissolved O2 Meter, YSI 5100 SN #06G1684 AI
A2	EP	DO Probe	YSI S/N 18G100113
A2	F	Incubator	CBOD/BOD Incubator
A2	FF	Oven	Fisher Scientific Isotemp Oven Model 625G S/N 1578071077248
A2	G	Oven	VWR Gr Con 3.7 CF, SN: 43091131
A2	G	Dessicator	Dessicator, Dry Keeper/Sanplatec, model: H42056-0001, SAN 12922546
A2	H	Dessicator	Dessicator, Fisherbrand model/cat# 08-642-23B
A2	HH	Weights	Weight Set
A2	J	pH Pen	pH Pen, Fisher, SN: 2318910
A2	K	Turbidimeter	HACH TL2300, S/N: 2023100C0098
A2	L	Spectrophotometer	Thermo Spectronic, Mdoel Genesys 20, SN: 3SGG280010
A2	M	Water Bath	Precision, Series 280, S/N: 604021321
A2	N	StableWeigh	Stable Weigh filling station SN:
A2	NN	Dessicator	Dry Keeper Dessicator Sanplatec Corp

Location	ID	Instrument Type	Instrument Make and Model
A2	Q	Pipette	Eppendorf Reference 100uL to 1000uL SN: 1192695
A2	S	Refrigerator	Hussmann Refrigerator- 3 door
A2	T	Incubator	RCA RFR741, SN A2107405560000110
A2	X	Colorimeter	Hach Pocket II SN:1306E225105
A2	XX	Nitr Inhibitor Dispenser	Hach Nitrification Inhibitor Dispenser
A2	Y	Balance	AL-104 Balance Metler Toledo 1228430420
A3	A	Ion Chromatograph	930 Compact IC Flex, 19301200, SN: 1930120016146
A3	A	Ion Chromatograph autosampler	IC Autosampler Plus, 19190020, SN: 1919002006102
A3	U	Refrigerator	Frigidare HME030210N, SN: 340-91290201
A3	V	Refrigerator	GE Minifridge S/N: RF311750
A3	Z	Ion Chromatograph	Dionex ICS 1000 07120326
A3	Z-AS	Ion Chromatograph	Dionex Autosampler AS40 S/N:07120348
A4	A	Refrigerator	GE S/N: LV776914
A4	B	IR gun	Fisher Scientific Serial #: 160486988
F1	A	IR gun	Cen-Tech Class II SN: 364381506
F1	B	3 door Fridge	Saba Air ST-72RG SN: 66391715-17010601
F1	C	3 door Fridge	Saba Air ST-72RG SN: 66391715-17010604
F1	D	Ice Chest	Fridgidare FFFC09M1RW 1D54157671
F1	E	Fridge	Superior MT1B SN: 2503845
F1	F	Bottle-Top Dispenser	MICROLIT Bottle Top Dispenser Model #SCI-5 S/N: 20407557
F1	G	Bottle-Top Dispenser	MICROLIT Bottle Top Dispenser Model #SCI-5 S/N: 20407550
F1	H	Bottle-Top Dispenser	MICROLIT Bottle Top Dispenser Model #SCI-5 S/N: 22201204
F1	I	Fridge	procool CS-360, S/N 360WA20221220021
F2	D	Incubator	Curtin Matheson Scientific
F2	E	Filter Manifold	Gelman Science 15402
F2	H	UV Lamp	Spectroline EA-160 SN: 1108151
F2	I	UV Lamp	Black-Ray Lamp Model UVL-56 SN: 696
F2	K	Stirrer Hotplate	Thomas Scientific HOT/STIR 120V SN: 170-315003
F2	L	Water Bath	Thermo Scientific Precision Water Bath, Model 2864, S/N: 176654-2036
F2	N	Refrigerator (small)	IGLOO Model FR326M-C-Black, S/N A1709220820000664
F2	R	Incubator	Fisher Scientific 550D Isotemp Incubator
F2	S	Dispensor	Millipore Filter Dispensor
F2	V	QT Sealer	Idexx Quanti-Tray Sealer PLUS, 89-0003936-00, S/N QTP13231803867
F2	W	Autoclave	Tuttnauer Brinkman, 3545E-B/L, S/N 15101800
F2	X	Water Bath	Thermo Scientific Precision Water Bath, Model TSCIR19, S/N: 1300603367
F2	Y	Balance	Fristadenlab, HC20002X, SN: HC20002X-036 (Max. weight: 2000g, resolution: 0.01g)
F3	AA	CBOD aerator pump	Chaning Model CN-906 S/N:IPX004
F3	AB	Pipetter	4E's Scientific Pipettor, 1-10mL, S/N 22423187
F3	C	Filter Manifold	3 place manifold
F3	F	105C Oven	Curtin Matheson Scientific, Inc Model 4001/4 SN: 10AT-6
F3	G	180C Oven	Curtin Matheson Scientific, Inc Model D1578 SN: 10AW-3
F3	I	pH Meter	YSI Model Tru Lab pH 1110 SN: 15310110
F3	IP	pH Probe	YSI Model Tru Lab pH 1110 SN: 1705
F3	J	Conductivity Meter	Hach Model sensION 7 S/N: 09070C170005
F3	JP2	Conductivity Probe	Hach Model 51975-00 CND SN: 9259004
F3	JP3	Conductivity Probe	Hach Model 51975-00 CND SN: 0167176
F3	L	Pocket Colorimeter II	HACH Model HAH-14060501 SN: 17030E322394
F3	M	CBOD/BOD Incubator	VWR Cat #: 10753-894, S/N: 300383039
F3	N	Large Dessicator	Scenceware Model H42056-001 SN: 12922512
F3	O	Balance	Veritas, M214A, S/N CHA1800063

Location	ID	Instrument Type	Instrument Make and Model
F3	P	Stir Plate	BigWave IKA ColorSquid SN 03.001898
F3	Q	CBOD aerator pump	IMAG-AP1 Aquarium Air Pump
F3	R	TDS Station	Environmental Express Stableweigh Filling Station-Model TDS600F
F3	S	Digital Thermometer	Spere-Scientific Model 800011 S/N: 0510-22103
F3	T	Desicator	DryKeeper Sanplate
F3	U	Turbidity Meter	Hach 2100N Turbidimeter s/n 020400007507
F3	XX	Nitr Inhibitor Dispenser	Hach Nitrification Inhinitor Dispeser
F3	Y	CBOD/BOD Incubator	Fischer Isotemp Model#3720A, SN: 300545332
F3	Z	104C Oven	VWR Oven GR CON Cat#89511-406 SN: 43064023
F4	A	DO Meter	Meter-YSI Model 5010-115 SN: 17E10157
F4	B	Spectrophotometer	Thermo Spectronic Model Genesys 20 SN: 3SGK093011
F4	C	Pipetter	Eppendorf Reference 2, 1-10 mL, S/N I53007M
F4	D	Ion Chromatograph	Metrohm, model: 930 Compact IC Flex, SN: 001000767036
F4	DA	IC Autosampler	Metrohm, model: 919 IC Autosampler Plus, SN: 1919002008188
F4	E	Pipetter	Eppendorf Research plus, 100 - 1000 uL, S/N P12999M
F4	F	Pipetter	Eppendorf Reference 2, 100-1,000 uL, S/N I11837G
F4	K	Water Bath	VWR Model 211 SN: 102204
F4	M	Stir Plate	Corning Model PC-310 SN:03038068
F4	N	Burette	Nalgene 50ml
F4	P	Waterbath	Waterbath-Scientific Products-Model 13200, SN0973
F4	Q	Hot-block	Hot Block-Therolyne Cimarecl-Model HP46515, SN1067990220243
F4	S	Water Filter	Barnstead Nanopure, Water Filter Model D11931, S/N 1193020210419
F4	U	BOD Probe	BOD Probe-YSI 5010 BOD-lot 23B100403
F4	V	Refrigerator	Midea, Model MRM33S8ASL, SN: 541-310A0715-4703-1121941
G1	GLT-1	IR Gun	Digital Infared Thermometer Raytek Minitemp FS
G2	B	Coldroom	American Cold Storage/6909
G2	C	Refrigerator	Refrigerator with freezer-Holiday LR-1
G3	A	Weight set	SN 302 - 100, 50, 10, 1, 0.1 g set
G3	B	Ion Chromatograph	Metrohm 930 Compact IC Flex S/N: 1930200014153; 1858002005369
G3	B	Autosampler	Metrohm IC Autosampler Plus SN06108
G3	C	Autosampler	Autosampler QuAAtro SEAL/XY-2/4744A12633
G3	D	QUATTRO	SEAL/QuAAtro/7542206
G3	E	Weight set	SN HN3419 - 100, 50, 10, 1, 0.1, 0.001 g set
G3	F	TPTKN Digestion Block	SEAL Hot Block, SN: 5146U01696
G3	G	Digestion Block Controller	SEAL Block Controller, SN: 5146U01695
G3	H	pH Meter	Mettler Toledo Five Easy F20 SNC029710281
G3	I	Probe	Mettler Toledo/LE438
G3	J	Water Bath	Wards Science, B2000-12, SN MBG612U-55J
G3	K	pH Meter	pH Meter Fisher/Accumet Basic/08773
G3	L	Probe	Orion 9106BNWP
G3	M	Digestion Block	HACH P/N 45600-00 S/N 030300024258
G3	N	Vacuum Pump	GAST DOA-P704-AA 0907614360
G3	P	Spectrophotometer	Thermo Fisher/Aquamate 8000/2W2T327209
G3	Q	Spectrophotometer	Spectronic/Genesys 20/4001/4 (SN:3SGG285007)
G3	S	Vortexer	Thomas Scientific/Fixed Speed Vortex Mixer
G3	T	Stir Plate	Corning/PC131/322383
G3	U	Hot/Stir Plate	Thermo Scientific/Cimarec+ (SN:C3710011041625703)
G3	V	Turbidimeter	Hach/2100N/010300006795
G3	W	Burette #1	Alkalinity

Location	ID	Instrument Type	Instrument Make and Model
G3	X	Color Tester	Orbeco-Hellige Aquatester
G3	Y	TPTKN Digestion Block	Seal Analytical/50-place block (SN:5146U01263)
G3	Z	Meter	Chlorine Meter, Env. Express, Model 200, SN 2165591
G3	AA	Digestion Block	Hach COD Reactor SN# 971200016951
G3	AB	Incubator	CBOD/BOD Incubator Precision/815/600041515
G3	AO	Stir Plate	VWR Scientific/360/2281
G3	AP	API	Astoria Pacific A2
G3	AQ	DO Meter	YSI/5000/050022/13H 101776
G3	AR	DO Probe	YSI/5905
G3	AS	Vortexer	VWR Scientific/G-560/2-225462
G3	AT	Stir Plate	VWR 360 Stirrer (SN:2277)
G3	AV	Conductivity Meter	YSI/3100/00H1395
G3	AW	Chlorine Meter	Hach/Pocket/030200030726
G3	AY	TOC analyzer	Shimadzu/TOC-VCSH/H51104435219
G3	AZ	Autosampler	TOC autosampler Shimadzu/ASI-V/H52104401932
G3	BB	BALANCE	VWR-Model 124B2 SN#659029
G3	BC	Centrifuge	Damon IEC/ 42900893
G3	BE	Digestion Block	Cyanide Block Digester Westco/AD-40/20 Heater Base/1159
G3	BF	Controller	Cyanide Block Controller Westco/114-B400-01/1323
G3	BG	Vacuum Pump	Gast DOA-P704-AA (Solids)
G3	BI	Stir Plate	VWR Scientific/205/5859
G3	BO	Probe	Conductivity YSI 3252
G3	BR	digestion block	Seal Analytical/50-place block/5148U00498
G3	BS	digestion block	Seal Analytical/50-place block/5146U01264
G3	BV	Water bath	VWR 1228, SN:11098406
G3	BZ	Vacuum Pump	Gast DOA-P704-AA (Cyanide)
G3	KT	Temp Probe	Accumet
G3	VM	Manifold	Residue manifold
G3	XY	Aerator	Aqua Culture 111510
G3	YY	Hot Plate	Corning PC-35
G3	ZZ	Burette #2	Alkalinity
G4	A	Waterbath	BlueM/MW-1130-A1/M5-17669
G4	B	Autoclave	Tuttnauer Brinkmann/2340M/9712788
G4	C	Dessicator	Sanplatec Corp/Dry Keeper
G4	D	Dessicator	Sanplatec Corp/Dry Keeper
G4	F	Waterbath	Precision 66566 (SN:51220035)
G4	FS	Hot/Stir Plate	VWR/VMS-C4 (SN:C4/07.184059)
G4	G	Refrigerator	Frigidaire/FFTR1814TW0/BA74026903
G4	H	Incubator	Gallenkamp IPR225.XX1.1 (SN:SG92/08/113)
G4	J	UV Lamp	UVP, Inc./Black-Ray UVL56
G4	K	UV Sterilizer	Millipore/XX6370000
G4	L	Filter Funnel	Gelman Sciences Filter Funnel
G4	M	Filter Funnel	Gelman Sciences Filter Funnel
G4	N	Filter Funnel	Gelman Sciences Filter Funnel
G4	P	Filter Dispenser	Millipore/EZDISP001/00899
G4	Q	Funnel Manifold	Manifold for 3 Filter Assemblies/Gelman Scientific
G4	U	Vacuum Pump	Gast/0523-V191Q-G582DX/0006118657 - 4F740 (No Oil)
G4	V	Colony Counter	Gallenkamp CNW 325-030Y S/N: 13
G4	W	Qtray Sealer	Quantitray Sealer Plus IDEXX, SN#QT13164401504

Location	ID	Instrument Type	Instrument Make and Model
G4	X	Qtray Sealer	Quanti-Tray Sealer Plus IDEXX, SN#QTP13164601528
G5	A	Dessicator	NL
G5	B	Balance	VWR MOD: 124B2, SN: 695285
G5	C	Dessicator	Fisher
G5	F	Oven	VWR/1340
G5	G	Oven	Lindberg Blue/LO-3
G5	I	Balance	Mettler Toledo/A2104/1228420311
G5	K	Muffle Furnace	TableTop Furnace Company, SN: G5K20200416
G5	AO	Spec Standards	Thermo Fisher Standards Kit 333150-000, SN# SA0137
J1	A	GC-MS	Gas Chromatograph, Shimadzu, Model GC-2010Plus, Serial # O215355 01145
J1	A	GC-MS	Mass Spectrometer, Shimadzu, Model GCMS-2010SE Serial # O205355 50370
J1	A	GC-MS	Purge and Trap Concentrator, EST Analytical Model: ENCON Evolution Serial # EV879092117
J1	A	GC-MS	Autosampler, EST Analytical Model: Centurian W/S Serial # CENTS487022117
J1	A	GC-MS	GCMS Solution version 4.45
J1	E	GC-FID/TCD	Gas Chromatograph: Perkin Elmer, Model Clarus 690, SN 690S23053005
J1	E	GC-FID/TCD	Autosampler: Turbomatrix 40 Headspace Sampler, SN HS4052305024
J1	E	GC-FID/TCD	Computer: Dell, Windows 10, SN WCAPEMG9RS2Q3
J1	E	GC-FID/TCD	Software: TotalChrome version 6.3
J1	H	Balance	Balance toploader max 720g, Citizen NV212 S/N: 8337466159
J1	J	Purifier	Water Purifier, Barnstead Ultrapure Water System Model D7031, Serial # 703930790239
J1	K	Refrigerator #1	Refrigerator S/N 6327171519060504
J1	L	Refrigerator #2	Refrigerator S/N 6188171519050305
J1	L9	Label Maker	Brother, S/N U62829-K4Z836771
J1	M	Refrigerator #3	Mini Refrigerator S/N A1710217860001802
J1	N	GC-MS	Mass Spectrometer, Shimadzu, Model: GCMS-QP2010SE, S/N 0210953 00777
J1	N	GC-MS	Gas Chromatograph, Shimadzu, Model: GC-2010Plus, S/N 0205353 50269
J1	N	GC-MS	Purge and Trap Concentrator, EST Encon Evolution, S/N EV371080211
J1	N	GC-MS	Autosampler, EST Analytical, Model: Centurian W, S/N CentW549041016
J1	N	GC-MS	GCMS Solution version 4.45
J1	O	Freezer #1	Freezer S/N WB54163918
J1	P	GC-FID/PID	Aglient 5890 Series II, SN: 2750A19127
J1	P	GC-FID/PID	OI Analytical Eclipse Model 4660 SN: 0607466345P
J1	P	GC-FID/PID	Autosampler, EST Analytical Model: Centurian W/S Serial #CENTS305051713
J1	P	GC-FID/PID	Chemstation G1701BA version B.01.00
J1	Q	Freezer #2	Freezer S/N 6056171419030804
J1	T	Refrigerator #4	Mini Refrigerator Model: DCR032CLBDB S/N: 5019083033130
J1	X	GC-FID	Perkin Elmer 600 GC/FID Autosystems SN: 56004A
J1	X	GC-FID	Total Chrome 6.3.2
J1	X	Headspace Anlayzer	Perkin Elmer Headspace Anlayzer HS-40 SN: 2595
J1	Z	GC-MS	Gas Chromatograph, Agilent, Model 6890N, SN US10533041
J1	Z	GC-MS	Mass Spectrometer, Agilent, Model 5973, SN US52440684
J1	Z	GC-MS	Purge and Trap Concentrator, EST Analytical Model: ENCON Evolution Serial # EVX1039020419
J1	Z	GC-MS	Autosampler, EST Analytical Model: Centurian W/S Serial # CENTS843011022
J1	Z	GC-MS	ULVAC Pump, SN 1747621A
J1	Z	GC-MS	Chemstation version E.02.02.1431
J10	AB	Balance	VWR-220B2T SN 691956
J10	AB	Balance	Software version: 2.2.2
J10	B	Hood	Air Science, Model PTEFH-48, SN# PTEFH70703
J10	C	TOC analyzer	OI Analytical Aurora, Model 1030, SN P044730653P

Location	ID	Instrument Type	Instrument Make and Model
J10	C	TOC analyzer	OI Analytical Solids, Option-1030S Solids 115V, Item 326917, SNA106733079
J10	C	TOC analyzer	PICG-1030W/1088/ATOC, 115V, Item 325254, SN21B104128
J10	C	TOC analyzer	Model TOC 1030W 110V, Item 322110, SN21B104056
J10	C	TOC analyzer	Software version: v1.4.2-SOM
J10	D	Desiccator	Secador Cat. No F42073-1000
J10	HG	Low Level Hg	Autosampler ASX-260 SN021511A260
J10	HG	Low Level Hg	Teledyne Quick Trace M-8000 S/N: US15268009 (Relocated to J2 on 04/02/2021 and back to J10 on 09/20/2021)
J10	HG	Low Level Hg	Software: 2015 Quck Trace Version 3.0.0
J11	A	LC/MS	Multisampler, Agilent, Model 1260 (G7167A), S/N DEAGX00166
J11	A	LC/MS	Binary Pump, Agilent, Model 1260 (G7112B), S/N DEAE900549
J11	A	LC/MS	Column Compartment, Agilent, Model 1260 MCT (G7116A), S/N DEAED18242
J11	A	LC/MS	QQQ (Triple Quad), Agilent, Model 6470 LC/TQ (G6470A), S/N SG1729D102
J11	A	LC/MS	Source, Agilent, Model G1958-65138, S/N SG17229039
J11	A	LC/MS	Rough Pump, Agilent, Model G1960-80040, S/N 1TZ0055079
J11	A	LC/MS	Computer with MassHunter software; Acquisition Version 10.0 SR1 - Build 10.0.142; Quant Version 10.1 - Build 10.1.733.0; 2006-2019
J11	B	Balance	Electronic Balance, Ohaus, Model SPX2202, S/N B941389328
J11	C	LC/MS	Multisampler, Agilent, (G71467B), SN DEBA406542
J11	C	LC/MS	High Speed Pump, Agilent, (G7120A), S/N DEBAY02357
J11	C	LC/MS	Column Compartment, Agilent, (G7116B), S/N DEBA406542
J11	C	LC/MS	QQQ (Triple Quad), Agilent, (G6495C), S/N SG2108D202
J11	C	LC/MS	Source, Agilent, Model G1958-67638/ S/N is SG23319057
J11	C	LC/MS	Rough Pump, Agilent, Model G2571-64000/ S/N IT2342N014
J11	C	LC/MS	Computer with MassHunter software; Acquisition Version 10.0 SR1 - Build 10.0.142; Quant Version 10.1 - Build 10.1.733.0; 2006-2019
J11	D	Refrigerator	Mini Refrigerator, Danby, Model DAR033A6BSLDB, S/N 4319023068347
J11	E	Vortex	Miniature Vortex Mixer, Ward's Science, Model BV101-R, S/N 19091938
J11	G	Refrigerator	Refrigerator, Atosa Model MCF8705GR, S/N MCF8705GRAUS100320011000C40017
J11	J	LC/MS	Sci-Ex ExionLC system consisting of nine components
J11	J	LC/MS	ExionLC Reservoir Tray - cat# 5036645 - S/N ABRES5905434
J11	J	LC/MS	ExionLC Controller - cat# 5036643 - S/N ABCBM6074998
J11	J	LC/MS	ExionLC AC Column Oven - cat# 5036659 - S/N AB2CT6050855
J11	J	LC/MS	ExionLC Degasser - cat# 5036646 - S/N ABDG55975407
J11	J	LC/MS	ExionLC AC Pump - cat# 5036649 - S/N ABDXR6073198
J11	J	LC/MS	ExionLC AC Pump - cat# 5036649 - S/N ABDXR6073199
J11	J	LC/MS	ExionLC AC Autosampler - cat# 5036650 - S/N ABCXR5971372
J11	J	LC/MS	ExionLC MassSpec ASSY N 5068379; Rev Y; Triple Quad 5500+; S/N EX236312211"
J11	J	LC/MS	Computer with SciexOS software; Version 3.3.0.12027; 10/30/2023
J11	H	LC/MS	Multisampler - model G7167B - S/N - DEBAS04261
J11	H	LC/MS	Pump - 1290 - model G7120A - S/N - DEBA204474
J11	H	LC/MS	Column compartment - model G7116B - S/N - DEBA411206
J11	H	LC/MS	QQQ - model 6495C - S/N - SG2307D207
J11	H	LC/MS	Jet Stream Source - model G1958 - S/N - SG25039028
J11	H	LC/MS	Rough Pump, Agilent, Model G2571-64000
J11	H	LC/MS	HP Computer - S/N MXL4374V7B - MassHunter software; Acquisition Version 10.0 SR1 - Build 10.0.142. Quant Version 10.1/Build 10.1.733.0; 2006-2019
J11	K	HPLC	HPLC with Post Column reactor consisting of nine components
J11	K	HPLC	Agilent 1100 Series Quaternary Pump, Model G1311A, Serial # DE62969927
J11	K	HPLC	Agilent 1100 Series Degasser, Model G1379A, Serial # JP13212634
J11	K	HPLC	Agilent 1100 Series Autosampler, Model G1313A, Serial # DE33224082
J11	K	HPLC	Agilent 1100 Series Thermostatted Column Compartment, Model G1316A, Serial # DE33237128
J11	K	HPLC	Agilent 1100 Series Fluorescence Detector(FLD), Model G1321A, Serial # DE40506271

Location	ID	Instrument Type	Instrument Make and Model
J11	K	HPLC	Agilent 1100 Series Diode Array Detector(DAD), Model G1315B, Serial # DE22616014
J11	K	HPLC	Mulan Laboratory Post Column Reactor, ASI Model 310-0501B, S/N: 1801
J11	K	HPLC	Pickering Vector PCX post-column reactor; P/N-1154-4051; S/N - 0224400
J11	K	HPLC	Computer with Agilent OpenLAB version 2.2.0; revision C.01.08(210); 2001-2017
J11	L	Centrifuge	VWR Centrifuge, PN 76018-988, S/N: LC19AAG0000005
J11	N	Refrigerator	Refrigerator, WH35S1E, SN 18AA52200050691
J11	Q	Label Maker	Zebra 120542-004 LP2824, SN 22J141400998
J11	R5	Regulator	Nitrogen Regulator
J11	S	HPLC	Thermo Scientific Vanquish System consisting of six components
J11	S	HPLC	Column compartment (inside) - model VC-C10-A; S/N 6508913
J11	S	HPLC	Column compartment (outside) - model VC-C10-A; S/N 6508950
J11	S	HPLC	Variable wavelength detector (top) - model VC-D40-A; S/N 8328758
J11	S	HPLC	Variable wavelength detector (bottom) - model VC-D40-A; S/N 8329087
J11	S	HPLC	Dual split autosampler - model VF-A40-A; S/N 8329874
J11	S	HPLC	Dual pump - model VC-P32-A; S/N 8329722
J11	S	HPLC	Computer - Chromeleon 7.3 software; Version 7.3; 2009-2020
J12	A	AutoShaker	Four E's Scientific Model: MI0103002 Double S Orbital and Linear Shaker Serial#: MYN000107
J12	B	Hood	8’ Fisher American Chemical Fume Hood, Serial N/A (Custom Built Hood)
J12	BB	Manifold	Big Block Fishbowl manifold. No serial number.
J12	C	Evaporator	N-Evap 111, Organomation, Model 5585, S/N 63234
J12	D	Vacuum Pump	Vacuum Pump, GAST Model S55JXTJN8535 SNG588NDX 1022001521
J12	S	Centrifuge	VWR Megastar 4.0, 76468-138, 230601, 43174222, SN 75009046, Software 617V3
J12	DW	Manifold	Restek Resprep QR-12, Fishbowl Manifold no serial number
J12	F	Manifold	Restek Resprep QR-12, Fishbowl Manifold no serial number
J12	G	Balance	Cole Palmer PB-300 SN 684575
J12	H	Manifold	Restek Resprep QR-12, Fishbowl Manifold no serial number
J12	I	Vacuum Pump	Vacuum Pump, GAST Model S55JXTJN8535 SNG588NDX 0822013129
J12	J	Evaporator	N-Evap Organomation, Model 11645-NT, S/N Bath 64750, S/N Instrument 5400
J12	K	Refrigerator #2	Refrigerator,Frigidaire, Model MET18DNGW1, S/N BA03206471
J12	M	Refrigerator #1	Refrigerator, GE, Model TBX18LLB, S/N TD570495
J12	M1	Evaporator	N-Evap 111, Organomation, Model 5585, S/N 63832
J12	MF	Manifold	Restek Resprep QR-12, Fishbowl Manifold no serial number
J12	N	Clinical Centrifuge	VWR, Cat No C3303, SN FC330321221114
J12	O	Clinical Centrifuge	VWR, Cat No C3303, SN FC330320926068
J12	P	Clinical Centrifuge	VWR, Cat No C3303, SN FC330320926064
J12	Q	Vortex Mixer	VWR, BV205-VW Mini Vortex Mixer, SN23030310
J12	E	Automated SPE System	Promochrom, Presto SPE 202503002P; OS: Windows 2006, version 6.0 (Build 3122), Presto Software: 1.7.0.25034, Main Firmware: 45, Presto Firmware: 17.
J12	R	Automated SPE System	Promochrom, SPE-03 Automated SPE, SN202310026; OS - SPE03-PLUS, software: 2.4.1.23293; firmware v19; 2023
J12	L	Automated SPE System	Promochrom, SPE-03 Automated SPE, SN202310015; OS - SPE03-PLUS, software:2.5.0.24165; firmware v45; 2024
J12	W	Automated SPE System	Promochrom, SPE-03 Automated SPE, SN202411011; OS - SPE03-PLUS, software:2.5.0.24165; firmware v45;2024
J13	E3	Dessicator	Dessicator, orange box.
J13	G	Manifold	O&G vacuum Manifold 6 position-custom
J13	H2	Hot Plate	Hot Plate, Corning Model PC-600D S/N 013606286531
J13	N	Kiln	Cress Electric Kiln (240AC 23A), Model B-18-H, SN# 6606
J13	V2	Vacuum Pump	Vacuum Pump, Millipore S/N 030800000525
J14	A	Upright Refrigerator	Model D55RG, 115VAC, 60Hz, 730W, 8.6A, R290/4 58oz, 3120484 DUKERS
J14	B	Hood	Erlab, Model Captair 481 Smart S/N: 4481-1902 (Moved from J10 09/10/2021)
J14	SO	Oven	Quincy Lab, Inc. Model 10GC, SN G1-021012
J14	C	Freezer	GE, FUF21QRRWW FZ90H1D-U, SN 540-T1436101-3A21-09207028

Location	ID	Instrument Type	Instrument Make and Model
J14	BC	Barcode Reader	Wonenice Barcode Scanner PN WN6300 S/N X001QAOWQL Plug-and-Play
J15	C	Balance	Cole Palmer PB-350-2000I SN 656147, 2Kg, d0.01g
J15	C	Balance	Software version: 1.0
J15	H1	Hydrometer	151H
J15	H2	Hydrometer	152H-05 g/L Brand: VEE GEE. SN 954153
J15	H3	Hydrometer	152H-05 g/L Brand: VEE GEE. SN 954217
J15	FZ	Freezer	Wood's Freezer Model C05BBA Serial # 01705046CJ
J15	P	Cooling Unit	Cole Parmer low temperature cooler; Model # P60N2C101B; serial # 2111-02663
J15	B	Control Grain Size Equipment	Milkshake maker, Waterbath, EDEN Water pump, Theo200 heater
J15	3/8A	Sieve	W.S. Tyler SN231621130
J15	3/4A	Sieve	W.S. Tyler SN231621128
J15	1 1/2A	Sieve	W.S. Tyler SN231621127
J15	3 1/2A	Sieve	W.S. Tyler SN231621126
J15	4A	Sieve	W.S. Tyler SN231621129
J15	8A	Sieve	W.S. Tyler SN230221810
J15	10A	Sieve	W.S. Tyler SN242430001
J15	16A	Sieve	W.S. Tyler SN231124585
J15	20A	Sieve	W.S. Tyler SN242330947
J15	40A	Sieve	W.S. Tyler SN231124589
J15	50A	Sieve	W.S. Tyler SN231124561
J15	60A	Sieve	W.S. Tyler SN242530435
J15	80A	Sieve	W.S. Tyler SN242430754
J15	100A	Sieve	W.S. Tyler SN231022532
J15	200A	Sieve	W.S. Tyler SN231230027
J15	200B	Sieve	W.S. Tyler SN242430392
J16	A	Rotator	Rotary Extractor, Lars Lande Mfg, Serial #1270
J16	B	Rotator	Environmental Express, Model LE1002, SN 2022128622025
J16	C	Hood	Air Science, Model Pur Air P5-48-XT S/N P90212
J16	D	Rotator	Analytical Testing Corp., Model 42R6BFCI-FX3, SN 5685WKAJ0007
J16	E	Oven	Stable Temp, Cole Palmer, SKU 52412-88, SN 1B045129
J16	G	Balance	Cole Palmer PG-300-2000 SN 754748
J16	G	Balance	Software version: 1.0
J16	PH	pH meter	Fisher Accumet pH Meter 25 S/N C0000676
J16	PH-P	pH meter probe	Probe information in maintenance log books
J16	PH-P3	pH meter probe	Probe information in maintenance log books
J16	S	Hotplate/Stirrer	Cole Parmer Multi Hotplate/Stirrer Stuart SB162-3 S/N R360002135 (Position 1, 2, 3)
J16	ST	Stir Plate	5 position stir plate, model 505C, SN: 1709070505537
J16	T	Torque Wrench	Seekonk Precision Tools BT-2R at 48 In.lbs
J16	V6	Vacuum	Vacuum Pump, GAST Model S55JXTJN8535 SN: 0525021208
J17	A	Sieve Shaker	Humbolt Sieve Shaker, H-4325
J2	F2	Flashpoint Instrument	LazarScientific Stanhope Setaflash 33270-0U Series3 (Active Cool),SN1090708,82100/90/1,25610/47
J2	F2	Flashpoint Software	V 3.1.3 Series 3 Stanhope Seta PIC V 2.1.1
J2	A1	Alkalinity Burette	VWR, Burette, PTFE STPCK SLZD, CLS A 25mL, SN GL3721
J2	AA	Karl Fisher	Karl Fisher AQV-300 Aquacounter S/N 9421026-03
J2	B	Refrigerator	Refrigerator, Danby Designer Model DAR044A4WDD-6, SN 4321013065342
J2	B3	Balance	Balance, Mettler Toledo XS205 SN:1123181555
J2	B3	Balance	Weigh bridge software version: 4.24
J2	B3	Balance	Terminal software version: 4.20
J2	B3	Balance	RS-232 Acquisition software/version: Winwedge/3.5.1

Location	ID	Instrument Type	Instrument Make and Model
J2	B4	Balance	Balance, VWR-220B2T, SN:691952
J2	B4	Balance	Software version: 2.2.2
J2	B4	Balance	RS-232 Acquisition software/version: Winwedge/3.5.1
J2	BC	Barcode Reader	Wonenice Barcode Scanner PN WN6300 S/N 202011260786 Plug-and-Play
J2	BC4	Barcode Reader	Wonenice Barcode Scanner PN WN6300 S/N 202307238426 Plug-and-Play
J2	BC5	Barcode Reader	Wonenice Barcode Scanner PN WN6300 S/N 202401030418 Plug-and-Play
J2	C1	Reactor block	Hach COD Reactor Model: DRB200 S/N 21080C0427
J2	C1	Reactor block	Software version: V.1.3.5
J2	CLR	Color	Nessler tubes, matched, 50 mL, tall form
J2	D1	DO Meter	DO Meter, YSI 5000 S/N 090100530 w/ Probes YSI Model 5010
J2	D1	DO Meter	Software version: 1.203
J2	D1P1	DO Meter Probe	Probe information in maintenance log books (Lot 19M100051)
J2	D1P2	DO Meter Probe	Probe information in maintenance log books (Lot 20K100117)
J2	E2	Dessicator	Dessicator, Bel-Art Products, Secador Cat# 4207411116 S/N 5011
J2	E3	Dessicator	Dessicator, Bel-Art Products, Secador Cat# 4207411116
J2	E4	Dessicator	Dessicator, Bel-Art Products, Secador Cat# 4207411116
J2	F1	Flashpoint	Flash Point Tester, Erdco S/N 539829 (Moved to Room J10 on 04/05/2021, and back to J2 on 09/10/2021)
J2	FR	Flowrater	Dwyer Flowrater Model RMA-14-TMV, SN# 6823
J2	HP	Hot Plate	Hot Plate with stir, Thermo Scientific, Cimarec+, S/N C3010018041627041
J2	HP2	Hot Plate	Hot Plate, Thermo Scientific, HP88850100 S/N M1010024102485176
J2	I	Incubator	BOD Incubator,Thermo Precision Low Temp. Incubator S/N 101N0040
J2	IG	Burn Mold	Phipps Bird, Burn Mold Model #AD-MOLD-173 w/ Ceramic Base AD1000-0463, Lot #64390
J2	J	Incubator	BOD Incubator, VWR Model TFFU20F2QWB S/N WB94081089; Thermo Model 3733A S/N 300389672
J2	L	Color/Chlorine meter	HACH DR300 SN22020B000669, Firmware V1.08
J2	M	Filter Funnels	6 Filter funnels Gelman Scientific
J2	M	Manifold	Manifold for 6 funnels S/N 0057
J2	NC	Conductivity Meter	Conductivity Meter, Mettler Toledo, Model SevenMulti, S/N 1228035080
J2	NC	Conductivity Meter	Software version: 2.00
J2	NC-P	Conductivity Meter Probe	Probe information in maintenance log books
J2	O	Refrigerator	Refrigerator, Frigidare Model: MRT18DNGW2, S/N: BA03518535
J2	OA	Oven	Solids Oven, Curtis Matheson Equatherm S/N 10AU-8
J2	OB	Oven	Solids Oven, Curtis Matheson Equatherm S/N 10AT-10
J2	OC	Oven	Solids Oven, Quincy Lab Oven, Model 20GC, S/N: G2-09994
J2	OE	Oven	Solids Oven, Curtis Matheson Equatherm S/N 10AW-9
J2	OD	Oven	Solids Oven, Curtis Matheson Equatherm S/N 10AW-6
J2	OF	Oven	Solids Oven, Quincy Lab Oven, Model 120GC, S/N: G2-08947
J2	PH2	pH meter	pH meter Mettler Toledo, Model SevenEasy, S/N 1227196089
J2	PH-P2	pH meter Probe	Probe information in maintenance log books
J2	Q	Ion Chromatograph	Metrohm model 881 Compact IC Pro, SN:03137
J2	Q	Ion Chromatograph	Auto-sampler Model 858, S/N: 02565
J2	Q	Ion Chromatograph	Software- MagIC Net Version: 3:3
J2	R	Ion Chromatograph	Metrohm Model 930 Compact IC Flex SN: 1930200010134
J2	R	Ion Chromatograph	919 IC autosampler plus SN: 1919002002771
J2	R	Ion Chromatograph	MagicIC Net 4.2 build 152
J2	R6	Regulator	Oxygen Regulator
J2	S4	Stir Plate	Sitr Plate, Corning Scholer 171 S/N 023103093856
J2	S6	Stir Plate	Sitr Plate, Thermo Model: SP88850100, S/N: C3010012061503732
J2	ST	StepSaver Manifold 1, 2, 3	Environmental Express StepSaver Complete Extraction Systems, G6000
J2	ST	StepSaver Manifold 4, 5, 6	Environmental Express StepSaver Complete Extraction Systems, G6000

Location	ID	Instrument Type	Instrument Make and Model
J2	SX	TOX-Prep	EST, sample prep chamber, Xprep-3 SN: 2017.034
J2	TX	TOX	EST, Trace Elemental Instruments, Xplorer SN: 2017.017 w/ titration cell SN:2017.0831
J2	TX	TOX Autosampler	TE Instruments, Tuscan V2, SN 2020.010
J2	TX	TOX Autosampler	Software-Trace Elemental Instruments 2.5.7
J2	U	Spec	DR 5000 HACH Spektralphotometer UV/VIS S/N 1235577
J2	U	Spec	Software version: 1.07
J2	V5	Vacuum Pump	Vacuum pump GE, Model 5KH33DN16HX, S/N G8GCX
J2	W	Waterbath	Water Bath, Precision Scientific S/N 697040366
J2	XM	StableWeigh Station	StableWeigh Manifold, 6 Place Filling Station, Environmental Express model TDS600F, lot# 59-8043
J2	XS	StableWeigh Antistatic Bar	StableWeigh Antistatic Bar/Box Mettler Toledo model EN-C SN: 180009
J2	XX	Inhibitor Dispeser	Hach Nitrification Inhibitor Dispeser
J2	Y	CBOD/BOD Analyzer	SEAL Analytical, MLV120M1BODPrepYSI, SN 8787
J2	Y1	CBOD/BOD Analyzer	YSI DO Meter 1 Cat No. 626650 and Serial No.22G103463
J2	Y1	CBOD/BOD Analyzer	Software version: 1.3.20
J2	Y2	CBOD/BOD Analyzer	YSI DO Meter 2 Cat No. 626650 and Serial No. 22F16162
J2	Y2	CBOD/BOD Analyzer	Software version: 1.3.20
J2	Y	CBOD/BOD Analyzer	Seed Pumps 1 & 2 (for BOD)
J2	Y	CBOD/BOD Analyzer	Dilution Water Pumps 1 & 2
J2	Y	CBOD/BOD Analyzer	ATU Pumps 1 & 2 (for CBOD)
J2	Y	CBOD/BOD Analyzer	Sample Pumps 1 & 2
J2	Y	CBOD/BOD Analyzer	Software: BOD Sampling Robot, Version: 3.0.3.1, PLC: 2(9-12-2023)
J2	Y-P1	CBOD/BOD Analyzer Probe	YSI DO Probe 1 Cat No. 626400 and Serial No. 23C105916
J2	Y-P2	CBOD/BOD Analyzer Probe	YSI DO Probe 2 Cat No. 626400 and Serial No. 23C105920
J2	Y-A	BOD Aerator	Aquaculture aerator pump
J2	Y-B	BOD Aerator	Aquaculture aerator pump
J2	Y-C	BOD Aerator	Tetra Whisper Air Pump, SN 046798778530
J2	YH	Hood	Hood, Captair, Toxicap 1200, S/N E54522
J2	Z	Hood	Hood, Labconco 6 foot S/N Wetchem
J2	V8	Vacuum Pump	Vacuum pump GAST, Model 0523-V4-G588NDX, S55JXTJN8535, SN 521007569, 100-115V
J2	V9	Vacuum Pump	Vacuum pump GAST, Model 0523-V4-G588NDX, S55JXTJN8535, SN 0323028049, 100-115V
J2	FM	Flipmate Filter	Environmental Express, Flipmate Filtration Block.
J2	MC	Moisture Analyzer	Moisture Analyzer OHAUS MB120 SN:C111331237
J2	MC	Moisture Analyzer	Terminal software version: 2.01
J2	MC	Moisture Analyzer	Drying unit software version: 1.50
J2	V7	Vacuum Pump	Vacuum pump GAST, Model 0523-V191Q-G588NDX, SN 4F740A, 100-115V
J3	A	ICP-OES	ICP Thermo Scientific icap 7400, SN#: IC74Duo285
J3	A	ICP-OES	Cetac ASX-560 S/N: 021501A560
J3	A	ICP-OES	Thermo Chiller 1171501401210413
J3	A	ICP-OES	Software-QTEGRA 2.10.4345.236
J3	AB	AutoBlock Digester	Environmental Express,120/230V, Fuse 12A/6A, SN AB4001-0318-096
J3	AB	AutoBlock Digester	Software-Version 2.1.2
J3	B	Burn Rate Ruler	Ruler 12"/300MM E/M Certified Fowler, 452110273 52-264-012
J3	C1	Digestion Block Controller	SCP Science DigiPrep Keypad S/N: KPX1019304165
J3	C2	Digestion Wireless Block Controller	Questron Technologies Corp S/N: QW14039A
J3	C3	Digestion Block Controller	Questron Technologies Corp S/N: QW14040.1
J3	C3	Digestion Block Controller	Software version: 1.0.2
J3	C5	Digestion Block Controller	Questron Technologies Corp S/N: QW121067
J3	DI	DiH2O System	ELGA Model: CLXXXUVM2-US, Serial No. CLA00003480
J3	DI	DiH2O System	Software version: Mk2 v1.00 rev 04
J3	DPHCL2	Dispenser Pipette	Dispensette S 1-10mL

Location	ID	Instrument Type	Instrument Make and Model
J3	DPHNO3	Dispenser Pipette	Dispensette S 1-10mL
J3	G	Mercury Analyzer	Perkin Elmer FIMS 100, PN50509550, S/N: 101521030601
J3	G	Mercury Analyzer	Autosampler S23, PN N0830010, S/N: 032101523
J3	G	Mercury Analyzer	Software-Syngistix 4.0.1.1935
J3	GH	Hood	Hemco Fume Hood S/N L08-1619
J3	L6	Label Maker	Zebra Tchnologies Corporation, Model LP2824, S/N 22J142000024
J3	L7	Label Maker	Brother, S/N U61041-A5J733961
J3	M	ICP-MS	ICP-MS Thermo Fisher Model ICAP Q, S/N 0722
J3	M	ICP-MS	Autosampler CETAC ASX-520 S/N 1022100A560
J3	M	ICP-MS	Thermo Chiller 0110869001131220
J3	M	ICP-MS	Software-QTEGRA 2.10.4345.236
J3	N	Sonicator	Model 2510 Branson S/N RLA110735474E
J3	P	Hot Block Digester	Questron Technologies, S/N QW14040B
J3	Q	Hot Block Digester	Questron Technologies, S/N QW14040C
J3	R	ICP-MS	ICP-MS Thermo Fisher Model ICAPRQ, S/N: ICAPRQ02518
J3	R	ICP-MS	Autosampler CETAC Model: ASX-560; S/N: 052002A560
J3	R	ICP-MS	Chiller Thermo Fisher Model: ThermoFlex2500; S/N: 1171123101200527
J3	R	ICP-MS	Software-QTEGRA 2.14.5122.306
J3	R25A,B,C	Regulator	Argon Regulator
J3	S	Shaker	Shaker, VWR, S/N 201933595
J3	T1	Turbidimeter	Turbidimeter, Hach Model 2100N SN: 010700007053, Firmware: P1.2
J3	U	Hot Block Digester	Environmental Express Hot Block/SC154, S/N 944CEC0974
J3	V4	Vacuum Pump	Vacuum Pump, Gast Model S55JXTJN8535, S/N: 0423021896
J3	EX	Microwave Digestor	Milestone, EthosX SN24078129, Firmware MWB-650, SW 11, HW 5, Kernel 3.10.18
J3	EX	Microwave Digestor	Software: Milestone E2 Temp, Version2
J4	A	Chiller (J3A)	Chiller Polyscience S/N 1709-05880
J4	B	Nitrogen Generator	Generon, GN2 S/N MM201003
J4	B	Nitrogen Generator	IR Ingersoll Rand, Model 47672061004, S/N (M) 1/29/2020-S11483-3372
J4	B	Nitrogen Generator	Oil Free Scroll Compressor, Model SLAE05E, S/N XG5550
J4	M	Chiller (J3M)	Chiller Thermo Flex 2500 S/N ME04026-25
J4	R18	Regulator	Nitrogen Regulator 2 tanks (Right (R) & Left (L))
J5	R1	Regulator	Air regulator
J5	R2	Regulator	Hydrogen regulator
J5	R20	Regulator	Helium Regulator - 2 tanks (Left (L) & Right (R)); Airgas Manifold Model # 5264071-20-001, S/N 19714502
J5	R21	Regulator	Nitrogen Regulator - 2 tanks (Left (L) & Right (R)); Airgas Manifold Model # 5264071-20-001, S/N 19C14TV7
J5	R4	Regulator	Argon regulator
J6	C	Autoclave	Autoclave Tuttnauer Model 2540M, SN:9902128
J6	Cl	DPD Dispensor	IDEXX EZ DPD WDPDP10TD SN 98-09409-01 LOT 211160
J6	D	Hot Plate	Corning PC-4200 S/N 033507291113
J6	E	Microscope	VWR VistaVision Compound Binocular Planar SN:0831287
J6	F	UV Lamp	MMO-Mug Lamp Spectroline: E-series S/N876324
J6	G	Dessicator	Dessicator Dry Keeper S/N: 6246001
J6	H	Incubator	Fisher Econotemp, Model 55D, S/N 110
J6	J	Membrane Dispenser	EZ- Filter Membrane Dispenser Millipore S/N 006774
J6	J/G share	Incubator	B/T Sure Incubator Block Fisher S/N 1041011085380
J6	K	Colony Counter	Quebec Colony Counter S/N 11158-1
J6	Loaner #18	Autoclave	Ritter M9 UltraClave Serial Number: FF001553
J6	P	pH meter	pH meter, Mettler Toledo, Model SevenMulti, S/N 123135105

Location	ID	Instrument Type	Instrument Make and Model
J6	P	pH meter	Software version: 2.00
J6	PC	Conductivity Meter	Conductivity Meter, Mettler Toledo, Model SevenMulti, S/N 123135105
J6	PC	Conductivity Meter	Software version: 2.00
J6	PC-P	Conductivity Meter Probe	Probe information in maintenance log books
J6	P-P2	pH meter probe	Probe information in maintenance log books
J6	Q	Refrigerator #2	Refrigerator S/N LR734900
J6	R	Refrigerator #1	Refrigerator Insignia Model NS-RTM18WHD2 S/N 24K25T00600
J6	S	Waterbath	Thermo Scientific, Precision Waer Bath Model # 2866, SN 202324-181
J6	U	UV Sterilizer	U.V. Sterilizer Millipore S/N 655995
J6	V1	VACUUM PUMP	BARNANTCO C94001791
J6	W	Quanti-Tray Sealer	Quanti-Tray Sealer PLUS, IDEXX, QTP13250305706
J6	X	Incubator	Isotemp Fisher S/N 209N0293 / 650D
J7	A	FID	FID Gas Chromatograph, Perkin Elmer, Autosystem GC model 9000,Serial # 610N3051706
J7	A	FID	TotalChrom 6.3.2
J7	B	FID	FID Gas Chromatograph, Perkin Elmer, Clarus 500 with autosampler,Serial # 650N407602
J7	B	FID	TotalChrom 6.3.2
J7	E	FID	FID Gas Chromatograph, Perkin Elmer, Clarus 500 with autosampler,Serial # 650N4032301
J7	E	FID	TotalChrom 6.3.2
J7	G	NPD	Dual ECD Gas Chromatograph, Perkin Elmer, Clarus 590 with autosampler,Serial # 590S21070808. Computer Dell Optiplex XE3 SN WCAPELJ94KDF3 w/TotalChrom v. 6.3.4
J7	H	GC-MS	Gas Chromatograph Shimadzu model GC-2010, Serial #626455 interfaced to Mass Spec QP2010, Shimadzu, Serial # C70264000216, with Autosampler, Shimadzu, Model # AOC-20i, Serial # C11314101671SA, GCMSSolutions v. 4.45.
J7	I	FID	FID Gas Chromatograph, Perkin Elmer, Clarus 580 with autosampler,Serial # 580S12051001
J7	I	FID	TotalChrom 6.3.2
J7	J	NPD	Dual NPD Gas Chromatograph, Perkin Elmer, Clarus 590 with autosampler,Serial # 590S21071501. Computer Dell Optiplex XE3 SN WCAPEL5X6ZC3 w/TotalChrom v. 6.3.4
J7	L	GC/MS	Gas Chromatograph Shimadzu GC GC-2030 serial# 460-28069-15 2021-03-03 interfaced to Mass Spectrometer, Shimadzu, GCMS-QP2020 NX Serial # O21745850499 with Autosampler, Shimadzu, Model # AOC-20i Plus, Tower Serial # C12345809864 and Tray Serial #C12135818443. Pump Edwards Model A65201906 Serial #210376590. Computer GCMSInsight SW Package QP SNOS0255950233 w/ GCMSSolutions v. 4.50.
J7	M	FID	Dual FID Gas Chromatograph, Perkin Elmer, Clarus 500 with autosampler,Serial # 650N6042707
J7	M	FID	TotalChrom 6.3.2
J7	N	Refrigerator	Frigidaire Refrigerator Top.BT
J7	P	GC/MS	Gas Chromatograph, Agilent, Model 6890N (G1530N) S/N US10623036
J7	P	GC/MS	Mass Spectrometer, Agilent, Model 5973 (G2577A) S/N US52440695
J7	P	GC/MS	Injector, Agilent, Model 7683 (G2613A) S/N CN13922353
J7	P	GC/MS	Autosampler Tray, Agilent, Model 7683 (G2614A) S/N US54715576
J7	P	GC/MS	MSD Chemstation F.01.03.2357
J7	R10	Regulator	Air Regulator - 2 tanks (Left (L) & Right (R)); Manifold Model # 20668350, S/N 188125PE
J7	R11	Regulator	Hydrogen Regulator
J7	R12	Regulator	Helium Regulator
J7	R13	Regulator	P5 Regulator
J7	R14	Regulator	Helium Regulator
J7	R15	Regulator	Helium Regulator
J7	R9	Regulator	Helium Regulator
J7	T	GC-MS	Gas Chromatograph Shimadzu model GC-2010 Plus, Serial #10681550 interfaced to Mass Spec QP2010SE, Shimadzu, Serial # 020534850003, with Autosampler, Shimadzu, Model # AOC-20i, Serial # C11314813186SA, GCMSSolutions v. 4.20
J7	X	ECD	ECD Gas Chromatograph, Perkin Elmer, Clarus 590 with autosampler,Serial # 590S1801037
J7	X	ECD	TotalChrom 6.3.4
J7	Y	ECD	ECD Gas Chromatograph, Perkin Elmer, Clarus 500 with autosampler,Serial # 665N7020907

Location	ID	Instrument Type	Instrument Make and Model
J7	Y	ECD	Software: TotalChrom 6.3.4.0700
J7	Z	ECD	ECD Gas Chromatograph, Perkin Elmer, Clarus 500 with autosampler,Serial # 650N6051605
J7	Z	ECD	Software: TotalChrom 6.3.2.0646
J7	Q	ECD	ECD Gas Chromatograph, Perkin Elmer, Clarus 590 N6519590 with autosampler,Serial # 590S19090206
J7	Q	ECD	Software: TotalChrom 6.3.4.0700
J8	I	Hood	Air Science, Model Pur Air - P30-XT, Serial # P92943
J8	CC	Oven	Drying Oven, Cole Palmer Instrument Company, Model 52412-88 S/N 1A045479
J8	CO	Hood	Safeaire, Fisher Hamilton.
J8	G	Centrifuge	Centrifuge, Damon/IEC Division, Model IEC Spinette, Serial# 49002109
J8	J	Vacuum	Vacuum Pump, GAST Manufacturing,, Model 0523-V4F-G582DX, Date Code 0894, MFG# F947
J8	M	Hood	8’ Fisher American Chemical Fume Hood, Serial N/A (Custom Built Hood)
J8	GG	TurboVap	TurboVap Concentrator, Zymark, Model TurboVap II, 103192/06 Serial # TV1225N17189
J8	HH	TurboVap	TurboVap Concentrator, Zymark, Model TurboVap II, 103192/06 Serial # TV1225N
J8	II	TurboVap	TurboVap Concentrator, Zymark, Model TurboVap II, 103192/06 Serial # TV1225N
J8	O	TurboVap	TurboVap Concentrator, Zymark, Model TurboVap II, Serial # VV0312N11590
J8	P	Hood	Lab Hood, Labconco, Cat# 48801003726, Serial# 990861956
J8	QW	Dishwasher	Frigidaire Model FFBD2406NW
J8	W	TurboVap	TurboVap Concentrator, Calliper Life Sciences, Model TurboVap II, Serial # TV0511N12209
J8	X	TurboVap	TurboVap Concentrator, Calliper Life Sciences, Model TurboVap II, Serial # TV0636N13247
J8	Y	TurboVap	TurboVap Concentrator, Zymark, Model TurboVap II, Serial # TV9824N8174
J8	Z	Waterbath	VWR Scientific Water Bath Model #1235PC S/N 1202391
J8	BB	Waterbath	VWR Scientific Water Bath Model #1235PC, PN 9020920,SN 1100898
J8	8S"SN"	Sonicator	Sonicator, VWR, Ultrasonic Cleaner 20.8L, 97043-980, SN2118A236Y
J8	AA	TurboVap	TurboVap Concentrator, Biotage Turbovap II, 103187105, SNTV1133N16684
J8	DD	Shaker	Mid Range 3D Sample Shaker, Glas-Col, Model VS20012, Serial# 380113
J8	DE	Shaker	8 position Sample Shaker, Custom
J8	DI	DiH2O System	Evoqua Water Technologies SN1859297-5
J8	EE	Shaker	Glas-Col Model 099A BT1000ST, Serial# 11334691
J8	FF	Balance	Cole Parmer INNCOCAL MN: PB-300-2000 S/N: 789047 Precision Portable Toploading Balance
J8	GA	Standards Refrigerator	Magic Chef 4.4 cubic ftModel MCRB 440S2 S/N 2700102202
J8	H	Hood	One Pointe Solutions Model N/A, Serial N/A (Custom Built Hood)
J8	K	Vacuum	Vacuum Pump, Marathon 0523-V4A-G588DX SN F11J20040
J8	L4	Label Printer	Zebra Tchnologies Corporation, Model LP 2844, S/N 64A050500901
J8	L5	Label Printer	Brother, S/N U61041-A5J733961
J8	L6	Label Printer	Brother, S/N PT-D610BT, SN U66879C4H789747, Software V1.002
J8	MA	SPE Manifold	Restek, Fishbowl Manifold no serial number
J8	MB	SPE Manifold	Saipurui, Fishbowl Manifold no serial number
J8	MC	SPE Manifold	Saipurui, Fishbowl Manifold 200-TO-HJWJL-3763
J8	MD	SPE Manifold	Saipurui, Fishbowl Manifold no serial number
J8	ME1	SPE Manifold	Restek Resprep QR-12, Fishbowl Manifold no serial number
J8	MF	SPE Manifold	Supelco Visiprep 12port, Fishbowl Manifold no serial number
J8	MDW	MANIFOLD	DRINKING WATER MANIFOLD. NO SERIAL FOR BRAND
J8	N	Hood	Lab Hood, Labconco, Cat # 72861003726, Serial # 990361003
J8	R17	Regulator	Nitrogen Regulator
J8	T	Vacuum	Vacuum Pump, GAST Manufacturing,, Model 0211-V45F-G8CX, Date Code 0895
J8	V	3 door Refrigerator	ATOSA, Model MBF8006GR, SN MBF8006GRAUS1T0321020600C40015
J8	VX	Vortexer	Fisher model 231, SN# 808N0371
J8	EX1	Microwave Digestor	Ethos X Digester, SN 23117683 w/Terminal 660 SN 23117333, Software: EasyCONTROL-660 Rev. 02-F-SP2
J9	B	Pipet	Dispensette Pipet SN 07M 28936

Location	ID	Instrument Type	Instrument Make and Model
J9	C	Pipet	Dispensette Pipet SN 07M 28942
J9	D	Refrigerator	Intertek Model BBT350S, SN ST225218BBT350S2082 ST252-18/21D
J9	A	IR Gun	SPER Scientific Model 800106 IR Thermometer Gun 12:1 SN2347001871
J9	L1	Label Printer	Zebra Tchnologies Corporation, Model LP 2844, S/N 42A063001966
J9	L2	Label Printer - Fed EX	Zebra Tchnologies Corporation, Model ZP 505 S/N: 27J201400322
J9	R1	Headspace Reference Ruler	Knitting Needle Gauge Geometric Ruler, Lovelysp, B0CFW2RPBP
J9	R2	Headspace Reference Ruler	Knitting Needle Gauge Geometric Ruler, Lovelysp, B0CFW2RPBP
J9	S	Scale	Scale, Model: 4010-8B, S/N 000395
JF	A	Machete	Gerber, SN4660321E
JF	MM	Portable Multi-Meter - Field Samplin	YSI 556 MPS Multi Probe S/N 13E101561
JF	MM2	Portable Multi-Meter - Field Samplin	YSI Pro Quatro Multi Probe S/N 24C101389
JF	MM2FC	Portable Multi-Meter - Field Samplin	YSI 6850 Flow Cell S/N 12103494
JF	MM2P	Portable Multi-Meter - Field Samplin	YSI Pro Quatro S/N 21K100079
JF	MM3	Portable Multi-Meter - Field Samplin	YSI Pro Quatro Multi Meter S/N 21K103805
JF	MM3FC	Portable Multi-Meter - Field Samplin	YSI 6850 Flow Cell S/N -61 06/04/21
JF	MM3P	Portable Multi-Meter - Field Samplin	YSI Pro Quatro Probe ISE-ISE-DO-COND SN 21M100503
JF	MMP	Portable Multi-Meter - Field Samplin	YSI Environmental 115562-4M-13J54, pH 005565, L/N:210712SEN005565
JF	pH	Portable pH Meter - Field Sampling	Ecosense pH100A, S/N JC04132
JF	pH2	Portable pH Meter - Field Sampling	Ecosense pH100A, S/N JC04145
JF	pH3	Portable pH Meter - Field Sampling	Ecosense pH100A, S/N JC04891
JF	pHP	rtable pH Meter probe - Field Sampl	YSI Environmental 211103SIA605377
JF	pHP2	rtable pH Meter probe - Field Sampl	YSI Environmental
JF	pHP2HW	Portable pH Meter - Field Sampling	YSI Environmental
JF	pHP3	rtable pH Meter probe - Field Sampl	YSI Environmental SN230524SIA605377
JF	SDI-P	Silt Density Pump	Applied Membranes, Inc., Direct SDI, Model SDI-PU, SN 025221002
JF	SDI-T	Silt Density Tester	Applied Membranes, Inc., Direct SDI, Model SDI-2000, SN 130221017
JF	SO3	Sulfite Test Kit	HAC, 1-200mg/L, Model SU-5, Cat. 148002, Lot A2233A
JF	T2	Turbidimeter	HAC 2100Q, LPG439.01.00002, SN23070D000123
JF	T3	Turbidimeter	Geotech, WL, Model: Geotech Turbidimeter, SN 24105676, Firmware Turbidity WL 3.8 US
JF	C1	Compositor	605800005 Model 5800 Refrigerated sampler, SN 219E00336
JF	C2	Compositor	605800005 Model 5800 Refrigerated sampler, SN 221E00152
JQA	W	NIST Master Weight Set	Troemner, SN4000035738 and VWR-F1-2KG (SN 44445), VWR-F1-200G (SN 59959), VWR-F1-500G (SN79921)
L2	E	Field Backup Peristaltic	Geotech Geopump 1, Geopump 2 S/N 8416
L2	F	Field Water Level Meter	Geotech S/N 8494
L2	G	Field pH/Temp Meter	Milwaukee MW102 PRO+ SN: 11107200088
L3	A	35.0 Incubator	VWR Model 51030020, S/N 42973492
L3	B	44.5 Waterbath	Thermo Scientific Precision Water Bath Model: TSCIR19, S/N: 300558570
L3	D	pH/Conductivity Meter	Apera PC910 Model: AI5614 SN:1221131006
L3	E	Conductivity Probe	Apera 2301T-F Model: AI1305 SN: 434
L3	F	pH Probe	Apera Labsen 2111 Model: AI1302 SN: 2110113
L3	G	Micro UV light	Spectro-UV Model: E-Series, S/N: 2229567
L3	H	Fridge 2 (LG2)	Hotpoint Model: HT515BBMFRWW S/N VD802151
L3	I	Timer	Traceable Model 62344-904 S/N 230416939
L3	J	Autoclave	Marketforge STM-MEL S/N 211983
L3	L	QT Sealer	Idexx Quanti-Tray Sealer PLUS Part-89-0003936-01, S/N QTP13234904581
L4	A	Bottle-Top Dispenser	MICROLIT Bottle Top Dispenser Model #SCI-5 S/N: 22401582
L4	B	Bottle-Top Dispenser	MICROLIT Bottle Top Dispenser Model #SCI-5 S/N: 22403136
L4	D	Bottle-Top Dispenser	MICROLIT Bottle Top Dispenser Model #SCI-5 S/N: 22401558
M1	D	Pipette	New Cayon, adjustable Pipettor, 0.1 - 1.0 mL, SN: CU0279411

Location	ID	Instrument Type	Instrument Make and Model
M1	F	Pipette	Socorex, Calibra 822, 20-200 ul, SN: 18091260
M1	G	Pipette	Socorex, Calibra 832, 1-10 ml pipetter S/N: 19041055
M1	H	Pump	Gast, Model 0523-V191Q-G588DX, SN: 4F740A
M1	H8	Fumehood	Labconco, Class 115, SN:
M1	J	ICP	Thermo Scientific, 6500 DUO, SN: IC5D20120522
M1	J2	ICP	ICP Chiller, Thermo Scientific, ThermoFlex 900, SN: N0772026/G41742
M1	J3	ICP	Compressor Husky 30 gallon, SN:H1506FWH /21529
M1	JA	ICP	ICP Autosampler, CETAC ASX-560, SN: 0622144A560
M1	JB	ICP	ICP Battery, Powervar, Model ABCDEF10.0-22, SN: 2210050R-1830010
M1	L	Digestion Block	Environmental Express, Hotblock 150, SN: 2022CECW5698
M1	M	Digestion Block	Varian, Hot Block, SN: 424VAR200A
M1	N2	Balance	Fristadenlab, HC20002X, SN: HC20002X-044 (Max. weight: 2000g, resolution: 0.01g)
M1	P0	Hg Analyzer	Perkin Elmer, FIMS 100, SN 509550-1383, Autosampler AS90, SN: B2190039-1174
M1	Q2	Pipette	Socorex, Calibra 832, 1-10mL Pipette SN: 29051037
M1	R2	Autopipette dispenser	VWR Bottle Top Dispenser, 0.5 - 5mL, SN: 23204482
M1	R3	Autopipette dispenser	VWR Bottle Top Dispenser, 0.5 - 5mL, SN: 23205054
M1	S	Digestion Block	Environmental Express, Hotblock SC154, SN: 2019CECW5076
M2	A	Multimeter	YSI, ProQuatro, SN: 21J102891
M2	A1	Multimeter Probe	YSI, Pro 10102030 Probe, SN: 21K100079
M2	D	Autosamplers	Isco autosamplers , Model 3710, SN: 41500R1
M2	E	Autosamplers	Isco autosamplers , Model 3710, SN: 204K00927
M2	G	Colorimeter	Hach, Pocket Colorimeter II for Chlorine Analysis, 5953000V.02, SN unknown
M2	J2	Multimeter	HANNA, HI 9829 Multimeter, SN: 08200015101
M2	J2P	Multimeter probe	HANNA, HI 9829 Multimeter Probe, SN: 7609829
M2	K	Turbidimeter	La Motte, Model 2020, SN: 5423-4304
M2	L	Turbidimeter	HF Scientific, MicroTPW, SN: 202003510
M2	M	Colorimeter	Hach, Pocket Colorimeter II for Chlorine Analysis, 5953000V.02, S/N: 05080C035428
M2	N	Rotator	Dayton, Model 5K939E, SN: C0106
M2	PO	Pump	Solinst Perisaltic Pump, Model 410, SN: 002264
M2	PU	Pump	GeoPump, SN: 2346 (Oscar)
M2	R	Rotator	Environmental Express Rotator (no visible SN)
M2	S	Pump	GeoPump, SN: 5466 (Damine)
M2	T	Pump	GeoPump, SN: 7401 (Jashua)
M2	V	Water Level meter	Geotech, Model, S/N: 6148
M2	V1	Water Level meter	Heron, Model # 21393, no SN
M2	V2	Water Level meter	Heron, Model # 1900, SN: 19DF22070308HB
M2	X	Turbidimeter	Geotech, Portable Turbidimeter WL, SN: 22013767
M2	Y	Multimeter	YSI, ProQuatro, SN: 17F103149
M2	YY	Multimeter & Probe	Oakton, PCTSTestr 50, Cat N: 35634-35, SN: 2981477
M2	Y1	Multimeter Probe	YSI, Pro 10102030 Probe, SN: 17F100375
M2	Y2	Multimeter pH Probe	YSI, pH Probe 605101, SN: 23G
M2	Z	Colorimeter	Hach, DR300 Pocket Colorimeter, Chlorine Dioxide, S/N: 20010A000069
M3	A	IR Gun	Klein Tools IR5 S/N: None IR Gun 1
M3	B	Refrigerator	Intertek T-Series Model: MBF8006 S/N: MBF8006AUS100319012500C40004
M3	C	Shipping Scale	UPS Shipping Scale S/N:
M3	D	Moisture Analyzer	OHAUS Moisture Analyzer S/N: B811543044
M3	E	Label Printer	Zebra Labeler Model: LP2844 S/N: 42A063001992
M3	F	Autopipette dispenser	BrandTech Scientific Dispensette pipetter 0.5-5.0 ml
M3	FA	Autopipette dispenser	VWR Bottle Top Dispenser, 1-10mL, S/N: 21200347
M3	FB	Autopipette dispenser	VWR Bottle Top Dispenser, 0.5 - 5mL, S/N: 20402207

Location	ID	Instrument Type	Instrument Make and Model
M3	FC	Autopipette dispenser	VWR Bottle Top Dispenser, 0.25 - 2.5mL, S/N: 20402187
M3	G	Pipette	Socorex, Calibra 832, 1 - 10mL, SN: 29071095
M3	H	Refrigerator	Atosa Model: MBF8006GR, SN: MBF8006GRAUS1T0320110500C40020
M3	H1	Fumehood	Labconco, Class 115, SN: 031111918
M3	I	Refrigerator	Emerson Back Bar Cooler, Model: BBT350L; SN: ST2225218BBT350L218
M3	K	Refrigerator	Tor Rey Sliding Glass Doors Model VRD28-ULH S/N A14-000877
M3	P	Refrigerator	Silver superior Model T-49 SN: 1388130
M3	Q	Refrigerator	SABA Model S-72RG S/N: 6187171519050302
M3	R	Refrigerator	Intertek Bttm Mount Reach-ins Vertical Cooler, Model: MBF8508, S/N MBF8508AUS100319102300C40005
M3	T	Refrigerator	RCA small S/N: A1704197490000745 - Out of Service
M4	A	GC-MS	GCMS , Shimadzu, Model QP2020NX, SN: O21745850327
M4	A	GC-MS	Autosampler, AOC-20s, SN:C1213581760
M4	A	GC-MS	Injector, AOC-20i, SN: C12345706476
M4	A	GC-MS	Pump, Edwards RV3, SN: 200286317
M4	B	ECD	GC-Dual ECD, Perkin Elmer, Model Clarus 500 SN: 650S10020401, with autosampler
M4	C	FID	GC/FID, Perkin Elmer, Model Clarus 500, SN: 650S10020303, with autosampler
M4	E	GC-MS	Gas Chromatograph, Shimadzu, Model GCMS-QP52010SE, SN: C020534950006
M4	E	GC-MS	Injector, AOC-20i, SN: C11314917270SA
M4	E	GC-MS	Autosampler, AOC-20s, SN: C1151406901SA
M4	E	GC-MS	Pump, Edwards rough, SN: 159428740
M4	F	Refrigerator	Refrigerator & Freezer, Kenmore, Model 253.68802015, SN: BA13702790
M4	F	Freezer	Refrigerator & Freezer, Kenmore, Model 253.68802015, SN: BA13702790
M4	I	FID	GC/FID, Perkin Elmer, Model Clarus 580, SN: 580S12051001,with autosampler
M4	J	GC-FID	GC-FID Gas Chromatograh, PerkinElmer, Model Clarus 690, SN:690S24061804
M4	K	GC-MS	GC-MS Gas Chromatograh, PerkinElmer, Model Clarus 690, SN:690S24061803
M4	L	Freezer	Refrigerator and Freezer, Daewoo Electronics, Model FRG2120BRW, SN: 57201767GL
M4	S	Centrifuge	LW Scientific, Model: Ultra-8V, SN: V127178
M5	AA2	Refrigerator	Arctic King, Model: ARM32D5ASL, SN: 540-31000020-3710-0910129
M5	AB	Refrigerator	Amana, refridgerator and freezer for foreign soils, Model 18MSTFATR6, SN: VSB3734573
M5	AC	Sonicator	Vevor, Digital Ultrasonic Cleaner, Model Digital Pro+, SN: TH-100A
M5	AD-B	Digestion Block	Heating Block, Seal Analytical, BD50 Blcok, SN; 5146U01720
M5	AD-C	Digestion Block	Heating Block Controller, Seal Analytical, BD 50/28 Controler, SN: 3146U01719
M5	E	Imhoff Cone	Cone B
M5	F	Balance	Hogentogler, VeriTas S622, SN: CHA2104054
M5	G	Turbovap	Zymark, Turbovap II, SN: TV1048N16239
M5	H	Turbovap	Zymark, Turbovap II, SN: TV1048N16238
M5	H2	Fumehood	Labconco, Class 115, SN: 031213283
M5	H3	Fumehood	Labconco, Class 115, SN: 031213574
M5	H4	Fumehood	Labconco, Class 115, SN: 031213278
M5	H5	Fumehood	Labconco, Class 115, SN: 031213575
M5	H6	Fumehood	Kewaanee, Custom made, no serial number
M5	I	Turbovap	Zymark, Turbovap II, SN: TV9933N9050
M5	J	Turbovap	Zymark, Turbovap II, SN: TV9835N8307
M5	L	Shaker	Glas-Col, 3D Shaker Model: VS20012, SN: 257351
M5	M	Shaker	Glas-Col, 3D Shaker Model: VH2000S, SN: 380497
M5	P1	Pipette	Ward's Science, autoclavable, 0.1-1ml, SN: YM233AY0004346
M5	Q	Hotplate	Bella,Model 14648, SN: 1948
M5	R	Digestion Block	Gerhardt, Type TRs, SN: 5771 18 0088
M5	R1	Wood manifold	Self-made

Location	ID	Instrument Type	Instrument Make and Model
M5	R2	Wood manifold	Self-made
M5	T	Pipette	Eppendorf, Despenette S, 1-10mL, SN: 19C39617
M5	U	Digestion Block	Environmental Express, Model SC154, SN: 3703CEC1778
M5	V	Pipette	Eppendorf, Despenette S, 1-10mL, SN: 19D 50714
M5	X	Autopipette dispenser	Dispensette S DE-M, 110ml S/N: 17G82269
M5	Z	Pump	Gast, Model 2HAH-24-M200X, SN: 0616008666
M6	AA	Balance	Hogentogler, VeriTas S622, SN: CHA2200399
M6	AB	Color Tester	Orbeco-Hellige Aqua Tester (color) (no Serial number)
M6	AB-A	Color Wheel	Orbeco-Hellige Aqua Tester color wheel, 611-11 (no serial number)
M6	AC	Electric Kettle	Chefman, Model RJ11-17-T1
M6	AD1	Vortex Mixer	Four E's Scientific, CubicB MI0101002, SN: VMQ040304
M6	AG	Turbidimeter	Hach, 2100N Turbidimeter, SN: 960600002574
M6	B	SpecAnalyzer	Seal Analytics, QuAAtro39, SN: 8022310
M6	B1	SpecAnalyzer	Autosampler, XY2 Sampler, SN: 5506A36885, Lachat BD40
M6	CA	DO Meter	Dissolved Oxygen Meter, YSI 5000, SN: 16D105050
M6	CA2	Probe	Probe, Model 5010, Lot: 23B100463
M6	CB	Barometer	Traceable, Model 10510-922, SN: 221498504 (due 5/5/2024)
M6	CE	Pipette	Socorex, Calibra 822, 20-200 uL, SN: 27061059
M6	CK	Conductivity Meter	Fisher Scientific, digital, SN: 221360720 (not for sample reporting, only used for IC pre-check)
M6	D	Analytical Balance	Cole Palmer, S-PA 224I, SN: PL9YCN235
M6	E	Working weights	100mg, 1g, 10g, 50g, 100g, Calibration weight set, Troemner, SN: 82987.
M6	E1	Working weights	1mg calibration weight, Troemner, Cat# 11123446, SN: B738701134
M6	E2	Working weights	2mg calibration weight, Troemner, Cat# 11123608, SN: 1000240756
M6	F	Incubator	Incubator (BOD), Kenmore fridge w/ Goldline Setpount Temp Control, Model 8275580, SN: S82529737.
M6	F2	Incubator	CBOD/BOD Incubator, Shellab, Model SR120P, SN: 06047221
M6	F3-1	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (300ml)
M6	F3-2	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (300ml)
M6	F3-3	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (300ml)
M6	F3-4	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (300ml)
M6	F3-5	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (300ml)
M6	F3-6	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (300ml)
M6	F5-1	Filter funnel	Advantec Polysulfone vacuum filter, Graduated (500ml)
M6	F5-2	Filter funnel	Pall 4277 Sentino Magnetic Filter Funnel, Graduated (500mL)
M6	F5-3	Filter funnel	Pall 4277 Sentino Magnetic Filter Funnel, Graduated (500mL)
M6	G	Stirrer	VWR Stirrer Student C3 120V, Model: 986968, SN: 100816016
M6	H	Conductivity Merter	VWR, Traceable Multimeter (Conductivity), Cat# 23226-505, SN: 200489949
M6	H1P2	Multimeter Probe	VWR Multimeter Probe, Cat# 23226-504, SN: 230299360
M6	J	Hot Plate	Nuova Hot plate/stirrer, Model: SP18425, SN: 757001203535
M6	K	Digestion Block	COD Block digestor, Hach, Model: DRB200, SN: 17020C0346
M6	L	Spectrophotometer	Hach DR 2010 Spectrophotometer, SN: 000600018246
M6	M	IR Gun	Klein Tools, Cat# 0820-A2, SN: None (Lab assigned IR Gun 3)
M6	MA2	Refrigerator	Frigidaire, 7.5 CU FT Top Mount Fridge, Model: ERF780-T-6COM, SN: SA12898
M6	MH	Moisture Analyzer	OHAUS, MB120, S/N: B811543044
M6	N	Chlorine Meter	Hach, Pocket Colorimeter II, MH-14503, Cat # 58700-00, Lot: 1082, SN: 0E167529
M6	O	Pump	Gast, 0523-V191Q-G588DX, SN: 4F740A
M6	P	pH meter	Thomas Scientific, Orion Star A211, SN:X63436
M6	P1	pH meter probe (temperature)	Thomas Scientific, Triode Refillable, Orion 9157 BNMD, SN: SPI-13055
M6	P3	ph meter probe	Thomas Scientific, SN: YY1-19973
M6	PA	Pipette	Socorex, Calibra 822, 20-200 uL, SN: 18091153
M6	PD	Pipette	Socorex, Calibra 832, 1 -10mL, SN: 29071062

Location	ID	Instrument Type	Instrument Make and Model
M6	PL	Pipette	Socorex, Calibra 832, 1-10mL, SN: 29051007
M6	PM	Pipette	Socorex, Calibra 832, 1-10mL, SN: 29111086
M6	PN	Pipette	Socorex, Calibra 832, 0.2-2.0 ml, SN: 31021015
M6	PO	Pipette	Socorex, Calibra 832, 0.2-2.0 ml SN: 31021014
M6	PS	Pipette	4ES-USE, Model: Per4mence, P4-SA0301009, 1ml-10ml, SN: 10923060002A
M6	PU	Pipette	4ES-USE, Model: Per4mence, P4-SA0301009, 1ml-10ml, SN: 10923060003A
M6	PV	Pipette	4ES-USE, Model: Pricepette LH0301007, 100ul-1000ul, SN: 10723130792A
M6	PW	Pipette	4ES-USE, Model: Pricepette LH0301007, 100ul-1000ul, SN: 10723050505A
M6	PX	Pipette	Four E's Scientific, Single-channel pipette, 1ml-10ml, SN: 30080798
M6	Q	Aerator Pump	Tetra Aeration Pump, Lot: 01L31
M6	R	Autopipette dispenser	United Scientific, Jade Bottle Top Dispenser, 5-60ml, SN: 18205731
M6	T2	Waterbath	CNCEST, Model BHS-4, SN: 28112023114904043
M6	U2	Ion Chromatograph	Metrohm Compact IC pro, Model: 881, SN: 1881000008134
M6	U2A	Ion Chromatograph	Autosampler Professional sample processor, Model 858
M6	V	Manifold	Environmental Express, StableWeigh Filling Station, TDS600F, Lot #: 66-8080
M6	W	Colorimeter	Hach, Pocket Colorimeter II, Cat# 5870026, SN: 17050E329512
M6	XX1	Nitr Inhibitor Dispenser	Nitrification Inhibitor Dispenser (black top) (no lot number)
M6	Y	Stirrer	Benchmark, Model: H4000-S, SN: 20140926020
M6	Z	Weighing vessel	Environmental Express, part of the StableWeigh Filling Station package, TDS600F, Lot #: 66-8080
M7	A1	Oven	Despatch, Model: LDB-17-4, SN: 151666
M7	B	Balance	Analytical Balance, Cole Palmer, Model S-PA 224I, SN: PL9YCN213
M7	C	Oven	VWR Oven Gr Con 3.7CF, Cat# 89511-406, SN: 42949832
M7	CB	Barometer	Traceable, Model 10510-922, SN: 221498504 (due 5/5/2024)
M7	D	Autoclave	Market Force, Sterilmatic, SN: not visable
M7	F	Analytical Balance	Cole Palmer, S-PA 224I, SN: PL9YCN213
M7	H1	Digital Hydrometer	AikTryee, Mini Hydrometer Thermomter, Accuracy +/-2 %RH
M7	H2	Digital Hydrometer	AikTryee, Mini Hydrometer Thermomter, Accuracy +/-2 %RH
M7	H3	Digital Hydrometer	AikTryee, Mini Hydrometer Thermomter, Accuracy +/-2 %RH
M7	G	Muffle Furnace	Thermo Scientific, Lindberg/Blue M, Model BF51728C-1, SN: 5277-519875-TT
M7	J1	Dessicator	SP Bel-Art Secador Desiccator, Cat: F42073-1000, Serial # N/A
M7	N	Oven	Shel Lab, Model SGO4E, SN: 10005614
M7	Q	Dessicator	SP Bel-Art Secador, Cat: F42074-0220, Cat Clear 4.0 Horizontal
M7	R	Dessicator	SP Bel-Art Secador, Cat: F42074-0220, Cat Clear 4.0 Horizontal
M8	A	Incubator	Gallenkamp, Cat# IPR225.XX1.5, SN: SG9208123
M8	B2	Waterbath	CNCEST, Model BHS-4, SN: 28112023114904015
M8	C	Refrigerator	Refrigerator and Freezer, Kenmore, Model 253.68802013, SN: BA04907010
M8	D	UV Lamp	Spectroline, Long Wave, Model EA160, SN: 1764089
M8	G	Manifold	Vacuum manifold with funnels GM1, GM2, GM3
M8	I	BT sure incubator	Thermo Scientific, Model 2050, SN: 1648100474393
M8	J	Desiccator	Boeckel, Square, for agars and medias
M8	K	Desiccator	Glass, round with glass lid
M8	M2	Incubator	Thermo Scientific, Model Hertherm 1GS60, Ref: 51028063, SN: 43024321
M8	N	Autoclave	Tuttnauer, Model EA-EZ10, SN: 21082622
M8	O	Colony Counter	Quebec, Darkfield Colony Counter, Model 9925, SN: 10006-8
M8	P	Waterbath	Fisher Scientific, ISOTEMP 228, SN: 808N0202
M8	Q	Filter Dispenser	Millipore, EZ-Pak, SN: N006707
M8	R	Sealer	IDEXX, Quanti-Tray Sealer Plus, Cat# 89-0003936-00, SN: QTP13191405145
M8	S	Stirplate	Therm, Ceremic, 8P88857100, SN: C3710023032004481
M8	T	Dessicator	Boeckel, Square, for agars and medias
M8	U	Pump	Gast Oilless Compressors AT05-309-G215DX, SN: J21J242071
M8	V	Motorized pipet filler	Fisherbrand, Model FB14955202, SN: RC710720

Location	ID	Instrument Type	Instrument Make and Model
M8	VT	Vortex Mixer	Cekegon, CE-MX28, Cat: 8086116000, SN: VA245AA0000006
M8	W	Refrigerator	Magic Chef Compact All Refrigerator, Model HMAR45HCSE, SN: 2303004219
M8	X	Pipette	New Cayon, adjustable Pipettor, 100-1000ul, SN: CU0387028
M8	Z	Room temp incubator	For room temperature incubation in a drawer
M8	J-H	Digital Hydrometer	AikTryee, Mini Hydrometer Thermomter, Accuracy +/-2 %RH
M8	T-H	Digital Hydrometer	AikTryee, Mini Hydrometer Thermomter, Accuracy +/-2 %RH
M8	K-H	Digital Hydrometer	AikTryee, Mini Hydrometer Thermomter, Accuracy +/-2 %RH
M8	F3-1	Filter funnel	Pall 4273 Sentino Magnetic Filter Funnel, Graduated (300ml)
M8	F3-2	Filter funnel	Pall 4273 Sentino Magnetic Filter Funnel, Graduated (300ml)
M8	F3-3	Filter funnel	Pall 4273 Sentino Magnetic Filter Funnel, Graduated (300ml)
M8	F3-4	Filter funnel	Pall 4273 Sentino Magnetic Filter Funnel, Graduated (300ml)
M8	F3-5	Filter funnel	Pall 4273 Sentino Magnetic Filter Funnel, Graduated (300ml)
M9	B	GC-MS	Gas Chromatograph, Shimadzu, Model QP-2010SE, SN: O205353-50275 (2nd S/N: O210953-00725)
M9	B	GC-MS	Mass Spectrometer, Shimadzu, Model QP-2010SE, SN: O205353-50275 (2nd S/N: O210953-00725)
M9	BC	GC-MS	Encov Concentrator, Model EST Evolution, SN: EVX 1215072420
M9	BP	GC-MS	Edwards rough pump, Model RV3, SN: 150461092
M9	C	GC-MS	Gas Chromatograph, Shimadzu, Model QP2010SE , Serial#: O205355-50369
M9	C	GC-MS	Mass Spectrometer, Shimadzu, Model QP2010SE , Serial#: O205355-50369
M9	CC	GC-MS	Encov Concentrator, Model EST Evolution, SN: EV880092117
M9	CP	GC-MS	Edwards rough pump, Model RV3, SN: 12129114
M9	D	Autosampler	EST Ceturion Autosamper, SN: CENTS720072420
M9	E	Water Purifier	ELGA, Model Purelab Classic, SN: 0322060706
M9	G	Rotator	Analytical Testing Corp, Model RA-104, SN: 110322
M9	H	Refrigerator	Kenmore Refrigerator and Freezer, Model 253.68802015, SN BA13703626
M9	I	Autosampler	EST Centurion Autosampler, SN: CENTW814081121
M9	J	Refrigerator	Frigidaire Freezer, Model FFU714F5HWF, SN:WB94057171
M9	K	Refrigerator	Hotpoint, Refrigerator and Freezer, Model HTS18GBSFRWW, SN: ZS7624 55
M9	L	Balance	Fristadenlab, HC20002X, SN: HC20002X-023 (Max. weight: 2000g, resolution: 0.01g)
S1	B	Oven	VWR Gravity Oven S/N: 42557054
S1	B1	Refrigerator	Kenmore Refrigerator SN: WA31001575
S1	B2	Incubator	Percival I36NL (30) cubic foot refrigerated incubator. SN4550.01.03B
S1	B3	Hot Plate/Stir Bar	Fisher Isotemp SN C3720022061814272
S1	C	Balance	Mettler Toledo Balance, Model AL 104, SN: 1228280442
S1	E	Oven	Drying Oven-Desiccator, SN: TLH1006
S1	F	Manifold	Filtration Manifold for 3 (gray), SN: TLH1001
S1	G	Conductivity	Oakton conductivity meter SN:137742
S1	GP	Conductivity Meter Probe	Oakton conductivity meter probe
S1	J	Pump	WW Grainger series oil-less vacuum pump, SN120012646
S1	L	Hach Kit	Hach Chlorine Test Kit, Model CN-66F, Lot# A3051
S1	M	Colorimeter	Orbeco Hellige Nesslerizer, Model 711-A-1, P/N L322240
S1	M1	Color Wheel	Orbeco Hellige color wheel 0-30 SN: L284150
S1	M2	Color Wheel	Orbeco Hellige color wheel 30-70 SN: L284160
S1	N	DO Meter	YSI Dissolved Oxygen Meter, Model YSI5100-115V, SN 07A1519
S1	NA	DO Probe	BOD Probe-Self Stirring, Model 5905 - see maintenance logbook for lot
S1	NP	Aerator Pump	Aqua Culture SN# 111510
S1	R	Ion Chromatograph	Ion Chromatograph Thermo Scientific, Dionex Aquion, P/N 22176-6002, SN190220071
S1	R	Ion Chromatograph	Software: Chromeleon Version 7.3.1

Location	ID	Instrument Type	Instrument Make and Model
S1	R	Ion Chromatograph	Autosampler Thermo Scientific, AS-DV, S/N 180613862
S1	S	Turbidimeter	Hach 2100N SN: 11080C027766
S1	T	pH meter	Mettler Toledo Model: SevenEasy, SN: 1228225041
S1	TP	pH meter probe	Mettler Toledo Model: SevenEasy
S1	V	Thermometer (IR Gun)	Ryobi Tech IR Thermometer
S1	X	Hot Plate	Corning, PC-320 440898, SN 03025949
S1	XX	Inhibitor Dispeser	Hach Nitrification Inhibitor Dispeser
S1	XX	Nitrification Bottle	Nitrification Bottle
S1	ZA	Colorimeter	Hach Pocket Colorimeter II SN 12040E196573
S2	B	Incubator	Fisher Scientific Model 637D, SN: 70800141
S2	C	Manifold	Filtration Manifold for 3 (white), SN: TLH1001
S2	DI	DiWater System	Evoqua DiWater System, System Account No./Serial No. 0683019212
S2	F	Pump	WW Grainger series oil-less vacuum pump, Model 4F740A, L10J060253
S2	G	Refrigerator	Kenmore Refrigerator (2.5 CuFt), Model 93382, BK12106208931291
S2	J	UV Lamp	UV Lamp, Blak-Ray Model UVL-56, cert # 1010.1-Oc
S2	K	Autoclave	Market Forge 10-6226-D
S2	K1	UV Sterilizer	Millipore,115 V.A.C -60Hz 0.5AMP, SN xx6370000
S2	H	Waterbath	Thermo Scientific Waterbath E473332, Precision CIR 19, SN300638371
S2	L	Waterbath	Themo-Fisher waterbath precision Model 283 SM: 265160-2288
S2	M	Incubator	Thermo Fisher Multiblok incubator SN C1648110731587
S2	Y	Hot Plate	Corning. PC-620 S/N: 230898123995
S3	A	Refrigerator	Fridgidare Model FFTR1814TWB, SN BA00808702
S3	B	Ice Maker	Motak, Model PKB0425, SN1120708020
T1	A	Pump	Homasy Model: GD034B, SN: 20F11 (aerator for T1W)
T1	B	Incubator	VWR Forced Air Incubator 2.3CF SN: 42721730
T1	C	Refrigerator	Hotpoint Model HTS16ABMFRWM S/N VF752347
T1	D	Autoclave	Market Forge Autoclave Model STM-86, S/N: 8186
T1	E	Manifold	6-place manifold made by AEL
T1	G	Incubator	VWR F Air 13.4 CF SN: 41892478
T1	J	Manifold	Nalgene 3 - Fecal Coliform Filtering Manifold
T1	K	Manifold	Nalgene 3 - Total Coliform Filtering Manifold
T1	L	Waterbath	LW Scientific Model DSB-1000D S/N 1212103
T1	M	Incubator	Binder Incubator, BD 56-UL, SN16-14035, Asset# 8223
T1	N	Refrigerator	Frigidaire Mini fridge, S/N A2403538520000061
T1	O	Electric Pipette Dispenser	VWR, Electric Pipette Dispenser, SN: GP247AG000347
T1	P	Dessicator	Pyrex Brasil Round Dessicator
T1	Q	Incubator	MesaLabs , 1480 Incubator SN: ET24111006
T1	R	Incubator	VWR AIR Jacketed CO2 Incubator Basic, 10810-888, S/N V4202442402
T1	S	Stir/Hot Plate	Corning Model PC-320
T1	T	UV Sterilizer	Millipore UV Sterilizer, S/N: XX6370000
T1	W	Waterbath	Thermo Scientific Waterbath, Mod: TSGP20, SN: 300264452
T1	X	Incubator	VWR Forced Air Incubator SN: 43286367
T1	AA	UV Lamp	Spectroline EA-160 Longwave UV Lamp SN: 1103053
T1	AD	Refrigerator	Haier Compact Fridge Model HC46SF10SB S/N: 1403016308
T1	AE	Pipette	VWR Ergonomic High-Performance, 0.1-1.0mL S/N: E42760332
T1	AL	Heating Block	Thermo Multiblok Model 2050 S/N C1648110831870
T1	AM	Stir/Hot Plate	Vevor Hot plater stirer, S/N 231255609040082
T1	AN	Waterbath	LW Scientific Model WBP-20L7-HD71 S/N SBD2-21030025

Location	ID	Instrument Type	Instrument Make and Model
T1	AO	Membrane Dispenser	EZ-Pak Millipore Model EZDISP001 S/N 001196
T1	AP	Membrane Dispenser	EZ-Pak Millipore Model EZDISP001 S/N 003099
T1	AQ	Pump (FC)	Gast Model DOA-P704-AA SN: 0717004367
T1	AR	Pump (TC)	Gast Model DOA-P704-AA S/N 1212052200
T1	AT	Dessicator	Sanplatec Dry-Keeper (Dessicator)
T1	AU	Hood	Labconco,
T1	AV	Waterbath	LW Scientific Model WBL-20LC-SSD1 S/N SBD2-22040076
T1	AW	UV Lamp	IDEXX UV Viewer PLUS, SN: UVP1001024
T1	CC	Dessicator	Dessicator
T1	SE	Q-Tray Sealer	Quanti-Tray Sealer PLUS, IDEXX, model 89-0003936, SN: QTP13182503880.
T2	A	Pipette	Eppendorf 2-20uL Pipette SN 391418A
T2	B	Conductivity meter	YSI Pro 30 S/N: 21F104109 (M) 20B140039 (P)
T2	C	Pipette	Thermo Scientific S/N: SU19558, Model: Finnpipette F2 1-10mL
T2	D	Settling Cone	Bel-Art Imhoff Settling Cone; 1000ml, Mod 389900000, No SN
T2	E	Settling Cone	Bel-Art Imhoff Settling Cone; 1000ml, Mod 389900000, No SN
T2	F	Oven	VWR Oven Gr Con 3.7CF, Mod 89511-406, SN: 42553851
T2	G	BOD/CBOD Analyzer	Seal ML V3 200M 2BOD-Prep YSI, SN: 8593
T2	G	BOD/CBOD Meters	YSI Pro Solo, SN: 200203735 & 200201873
T2	H	Spectrophotometer	Hach DR 5000 Spectrophotometer S/N: 1191482
T2	I	Pipette	Wheaton Socorex 1-10 mL S/N: 16091243
T2	J	BOD/CBOD Probe	YSI ProOBOD, SN: 20B121937
T2	K	Oven (104C)	Thomas Scientific TSOV2G S/N: 10009307
T2	L	BOD/CBOD Probe	YSI ProOBOD, SN: 20B121933
T2	M	Dessicator	Sanplatec Dry-Keeper (Dessicator)
T2	N	Dessicator	Dry Keeper Sandplate Corp Dessicator for Balance Weights
T2	O	Shaker	Stuart Orbital Shaker SSLI, SN RSR2021J013
T2	P	BOD/CBOD meter	HACH HQ40d Multimeter, SN: 080100016991
T2	Q	BOD/CBOD probe	LDO LBOD101, SN: 080213031424
T2	R	Pipette	Thermo Scientific Finnpipette F1 0.5-5mL, SN: RU22403
T2	S	BOD Incubator	Thermo Scientific MOD: 3733A, SN: 300377023
T2	U	Vacuum Pump	Gast Vacuum Pump Model DOA-P704-AA, S/N: 0421008765
T2	V	Vortexer	Scientific Industries, Vortex Genie 2, Model G-560
T2	W	Turbidimeter	Hach 2100N Turbidimeter, S/N: 10030C026187
T2	X	Waterbath	Precision Scientific, 265 Circulating Water Bath, SN: 696120773
T2	Y	ph/Ion Meter	Mettler Toledo Five Easy F20 8641137989
T2	Z	Hot plate	Fisher Stir-Plate/Hot-Plate, S/N: 1000019
T2	AA	Pipette	Thermo Scientific Finnpipette F2 1.0-10mL, SN: SU19559
T2	AB	Weights	Christian Becker Calibration Weights SN: 59110
T2	AD	Spectrophotometer	HACH DR6000 SN 1592211
T2	AE	Stirplate	Magnetic Stirrer SH-2, SN02
T2	AF	Balance	Mettler Toledo ME104 T1100, SN C20441435
T2	AG	Centrifuge	Thermofisher Multifuge x4 Pro-MD, SN 42886157
T2	AH	Conductivity Probe	YSI Pro30 20B140039
T2	AI	Moisture Analyzer	Ohaus Wingfield Scale, MB120, B943468305
T2	AJ	Refridgerator	GE Fridge SN: ZT766122, Model GTS19KGNBRWW
T2	AK	Conductivity Probe	YSI Pro ODO SN: 208140039
T2	AM	Hood	Fisher American Model 6-31-SWNXX-XX, SN: N/A
T2	AN	Pipette	Eppendorf Research Plus SN - Q45582L
T2	AO	SEAL	SEAL AQ2e Discrete Autoanalyzer SN: 090617

Location	ID	Instrument Type	Instrument Make and Model
T2	AP	Pipette	Eppendorf Research Plus SN - Q45681L
T2	AR	BOD Incubator	Thermo Scientific MOD: 3721, SN: WB24834430
T2	AS	Dessicator	Bel-Art Sanplatec Dry Keeper Non-auto, C-3B
T2	AT	SEAL	SEAL Model: AQ300 Discrete Autoanalyzer SN: 031031
T2	AU	Dessicator	SP Bel-Art Secador Auto Dessicator Cabinet, H42057-0001
T2	AV	Pipette	VWR Ergonomic High-Performance, 1-10mL S/N: E42790123
T2	AW	Pipette	VWR Ergonomic High-Performance, 1-10mL S/N: E42790120
T2	AX	SEAL	Seal Quaatro 39, SN: 8035329
T2	AY	Pipette	VWR Ergonomic High-Performance, 1-10mL S/N: E42790121
T2	AZ	Waterbath	ThermoScientific Model 2845 SN: 204769
T2	BA	Balance	Mettler Toledo AL104 Balance S/N 1228420314
T2	BC	Pipette	VWR Ergonomic High-Performance S/N: D42762519
T2	BD	SEAL	SEAL AQ2e Discrete Autoanalyzer SN: 090615
T2	BE	Pipette	VWR Ergonomic High-Performance S/N: D42762351
T2	BF	Pipette	VWR Ergonomic High-Performance, 1-10mL S/N: E42790119
T2	BG	Digestion Block	Env. Exp SC100, SN: 2024CECW6258
T2	BH	Pipette	VWR Ergonomic High-Performance, 0.1 - 1.0 mL S/N: E42761358
T2	BI	Pipette	VWR Ergonomic High-Performance, 0.1 - 1.0 mL S/N: E42761404
T2	BK	Pipette	VWR Ergonomic High-Performance, 1.0 - 10.0 mL S/N: E42790170
T2	BL	Pipette	Wheaton Socorex 100-1000 uL S/N: 06041167
T2	BM	Alkalinity Autoanalyzer	PC-1000-102/4 S/N: MS-0C9-553
T2	BM	Alkalinity Autoanalyzer	PC-1300-475 S/N: MS-0B9-783
T2	BM	Alkalinity Autoanalyzer	PB-10021 S/N: MS-0D8-126
T2	BM	Alkalinity Autoanalyzer	PC-1104-00 S/N: MS-0B9-914
T2	BN	Pipette	VWR Ergonomic High-Performance, 1.0 - 10.0 mL S/N: E42790198
T2	BO	pH probe	Mettler Toledo Part# 51343101, SN: 4430801
T2	BP	Solid Sample Module	Shimadzu Solid Sample Module SSM-5000A S/N: H52504600424NK
T2	BR	Refrigerator	Frigidare All Refrigerator S/N: FRU17G4JW9
T2	BS	Shaker	Burrell Wrist Action Shaker Model 75 SN: J000259
T2	BT	Refrigerator	Bangson, US-BSR-100-2 / US-BSR-101-2, SN60335 / 1377689
T2	BU	Pipette	Wheaton Socorex 100-1000 uL S/N: 17041133
T2	BX	Micro Distillation	Lachat Micro Distillation System S/N: 100700002080
T2	BY	Refridgerator	COD Fridge
T2	BZ	QUATTRO	Quattro S/N: 8004332
T2	BZ	QUATTRO	Quattro XY-2 Sampler S/N: 5019A15442
T2	CA	Pipette	VWR Ergonomic High-Performance, 0.5-5.0mL S/N: E42780381
T2	CB	Pipette	VWR Ergonomic High-Performance, 0.5-5.0mL S/N: E42780469
T2	CC1	Ion Chromatograph	Metrohm 930 Compact IC Flex S/N: 1930200014153; 1858002005369
T2	CD	Pipette	Fisherbrand Finnpipette II 100-1000uL SN: HH87983
T2	CE	Cyanide analyzer	SEAL AA500 SN: 8061713
T2	CE	Cyanide autosampler	SEAL AS4 SN: 2430
T2	CF	Cyanide Probe	SEAL amperometry probe S/N: 2430
T2	CG	Refrigerator	Frigidare Model #: FRAE2024AW, S/N: BA51919027
T2	CJ	Digestion Block	SEAL BD50 Digestion Block S/N: 5146U00666
T2	CJ	Digestion Block	SEAL BD "s" Controller S/N: 5146U00667
T2	CK	Refrigerator	Haier Refridgerator, Model-HBCN05FVS S/N: 1108000036
T2	CL	Pipette	Socorex 20-200 uL S/N: 22011118
T2	CM	Pipette	Socorex 20-200 uL S/N: 22011115
T2	CN	pH/Ion meter	Fisher Scientific Accumet XL250 Dual Channel pH/Fluoride Meter S/N:XL94102693

Location	ID	Instrument Type	Instrument Make and Model
T2	CO	BOD Incubator	VWR BOD Incubator Model 3733A S/N 300479670
T2	CQ	Cyanide Manifold	18 position manifold
T2	CR	Cyanide Manifold	12 position manifold
T2	CS	Vacuum Pump	Gast Vacuum Pump S/N: 15006438
T2	CU	Pipette	Socorex 20-200 uL S/N: 21041098
T2	CZ	Vacuum Pump	GE 5KH33DN16HX S/N: 220290
T2	DA	Centrifuge	International Equipment Clinical Centrifuge S/N: 428-24101
T2	DB	Stir/Hot Plate	Thermo Scientific SP88857100 S/N: C3710015041500829
T2	DC	Stir/Hot Plate	Corning PC-420 S/N: 230597148652
T2	DD	Stir Plate	Corning PC-353 S/N: N/A
T2	DE	IR Gun	Mestek IR02C Infrared Therm
T2	DF	Dessicator	Sanplatec Dry-Keeper (Dessicator)
T2	DG	Balance	AE Adam CQT202 S/N: AE75314173
T2	DJ	Vacuum Pump	Gast Vacuum Pump S/N: 0616006832
T2	DO	BOD Incubator	Precision MFU20F3GW6, S/N: WB91702561
T2	DQ	Oven	Quincy Lab 20GC, S/N: G2-3736
T2	DT	Oven	Quincy Lab Oven, Model 40E, SN-G4E:00592
T2	DW	Hood	Air Science PURAIR-P5-48, S/N: P80376
T2	DX	Dispenser	Barnstead Labindustries Repipet III 0.5-10mL
T2	DZ	TKN-TP Digestor	Gerhardt Model EBLs SN: 5713180088
T2	EA	Dessicator	Nalgene Cat #: 5317-0120
T2	EB	Fluoride Probe	Cole-Parmer Electrode, Fluoride 27502-19
T2	EE	Titration Stand	N/A
T2	II	Digestion Block	COD Reactor, Env Exp, S/N: 2020CODW142
T2	KK	Pipette	Wheaton Socorex 1-10 mL S/N: 13091133
T2	MK	Hot Block	Environmental Express SC100- SN#424CEC0573
T2	PA	Pipette	Socorex Acura 825 20uL pipette-SN 28061072
T2	PB	Pipette	Socorex Acura 825 1000uL pipette-SN 27091783
T2	PC	Pipette	Socorex Acura 825 1000uL pipette-SN 28012162
T2	RR1	Aerator	Aqua Culture SN: 031510
T2	RR2	Aerator	Aqua Culture SN: 031510b
T2	RR3	Aerator	Uniclife Aerator
T2	RR4	Aerator	Second Nature – Model: Whisper 400, SN: Jan 08 1997
T2	SA	Vacuum Pump (Residues)	Gast Model: DOA-P704-PA, S/N: 0220313348
T2	SB	pH Probe	Mettler Toledo Part# 51343101, SN: 4393932
T2	SF	TOC Autoanalyzer	Shimadzu TOC-L CSH, S/N: H54426130296 CS
T2	SF	TOC AutoSampler	Shimadzu ASI-L, S/N: H57416105459
T2	SR	Manifold	Filter Funnel Manifold 3-place PVC
T2	SW	Manifold	Stable Weigh filling station SN: 56-8025
T2	XX	Nitr Inhibitor Dispenser	Nitrification Inhibitor Dispenser
T3	A	Shaker	Glas-col, Model #099A NSM12, SN: 12094283
T3	B	Oven	Drying Oven, Equatherm
T3	C	Hood	Fisher American Model 6-31-SWNXX-XX, SN: 001670061020
T3	D	Shaker	GLAS-COL VS5502, SN: 253003
T3	E	Pipette	Thermo Scientific Finpipette F2 1-10mL SN: TU04596
T3	F	Centrifuge	IEC Clinical
T3	G	Re-pipettor	Kontes 60mL re-pipettor
T3	H	Hood	Labconco Mdo 206514 SN: c2247300
T3	J	Dispenser	Dispensette S by Brand Scientific Inc DE-M 15 and SN: 09N59557
T3	K	Oven	Gallenkamp Incubator 1PR225.XX1.1 S/N SG92/08/113

Location	ID	Instrument Type	Instrument Make and Model
T3	L	Weights	Mettler Toledo, 4000022579, ID 22579
T3	M	Pipette	VWR Ergonomic High-Performance, 1-10mL S/N: E42790041
T3	O	Hood	Hemco Mod 31411, SN# H11-4797
T3	R	Shaker	Shaker, Thames Technologies, Inc., 4 position
T3	S	Sonicator	Sonicator, Branson, Model 8510, S/N: RPA100734054F
T3	T	Turbovap	Concentrator, Zymark model: TurboVap II, S/N: TV0351N12079
T3	U	Turbovap	Caliper Life Sciences, Turbo Vap II S/N: TV10846N14915
T3	V	Turbovap	Caliper Life Sciences, Turbo Vap II S/N: TV1048N16240
T3	X	Turbovap	Zymark Center, Turbp Vap S/N: TV9736N7688
T3	Z	Pipette	Eppendorf Research Plus SN - G66091M
T3	AA	Hood	Labconco Purifier Class II Safety Cabinet 36208-00 SN: 223243
T3	AA	Dispenser	Barnstead Labindustries Repipet III 0.5-10mL Dispeser
T3	AB	Hood	Nualve Model: NU-425-600, SN: 23636 WW
T3	AC	Sonicator	Branson, Model 8510R-DTH, SN RPC080610358E
T3	AD	Hood	Fisher American Model 6-31-SWNXX-XX, SN: N/A
T3	AE	Refrigerator	Atosa B Series, Model: MCF8707, S:MCF870707716091800C40013
T3	AF	Dispenser	Dispensette S Organic Analog 10-100mL, SN: 24C69023
T3	AH	Refrigerator	Hotpoint Fridge HTS18GBSARWW S/N RM738789
T3	BA	Balance	Cole Palmer 12 vac 800ma SN: PL98001181
T3	BB	Pipette	Thermo Scientific, Finnpipette F2 1-10mL, SN VU23761
T3	BC	Microwave Digestor	Ethos X Digester, SN 24108299 w/Terminal 660 SN 24097760, Software: EasyCONTROL-660 Rev. 02-F-SP2
T3	W2	Waterbath	ThermoFisher Model 180 series 2835 S/N: 295627-1153
T4	A	GC-MS	Shimadzu GC-2010, GCMS-QP2010 SE S/N 020535350268 US Software: LabSolutions 4.45
T4	B	FID	Perkin Elmer Clarus GC, FID detector S/N: 650N3111209 Software: Totalchrom 6.3.2.0646
T4	C	ECD	Perkin Elmer Clarus 500 GC, dual column, dual ECD, single injector, S/N: 650N8022904 Software: Totalchrom 6.3.2.0646
T4	D	GC-MS	Shimadzu Mod: GCMS-QP2020 NX, SN: O21745850334 Software: LabSolutions 4.52
T4	G	Refrigerator	Whirlpool, cat#WH31S1E, ser # T88170909159
T4	I	FID	Perkin Elmer Clarus GC, FID detector SN 650N4032903 Software: Totalchrom 6.3.2.0646
T4	M	ECD	Perkin Elmer Clarus 500 GC, dual column, dual ECD,S/N: 650N5022501 Software: Totalchrom 6.3.2.0646
T4	W	GCMS	Shimadzu GCMS-QP2020NX, SN: O21745950521 Software: LabSolutions 4.52
T4	X	ECD	Perkin Elmer Clarus 590 – dual ECD detector, SN: 590S21070501 Software: Totalchrom 6.3.4.0700
T4	Y	ECD	Perkin Elmer Clarus 590 – dual ECD detector, SN: 590S23073101 Software: Totalchrom 6.3.2.0646
T5	C	GC-MS	Shimadzu GCMS-QP2010SE S/N: 020535350270 Software: LabSolutions 4.45 SPI
T5	C	GC-MS	Concentrator - EST S/N: EV672051415 Software: Evolution 2.3.05
T5	C	GC-MS	Autosampler: EST Centurion WS S/N: CENTS208121510 Software: Centurion 2.3.01
T5	D	GC-MS	Shimadzu GCMS-QP2010SE S/N: O20535550377 Software: LabSolutions 4.45 SPI
T5	D	GC-MS	Autosampler: EST Centurion WS S/N: CENTS555041018 , SPCS/N: 416082120804 Software: Centurion 2.3.05
T5	D	GC-MS	Concentrator: EST SN: EV877092117 Software: Evolution 2.3.05
T5	E	Refrigerator	Hotpoint Fridge Model HTS18GBSARWW S/N RM738833
T5	F	Pipette	Thermo Scientific Finnpipette F1 0.5-5 mL S/N: TU27056
T5	G	Refrigerator	Frigidaire, Model: FRAE2024AW, SN: BA52128035
T5	H	Balance	Ohaus Scout Pro Balance S/N 7130441177
T5	J	Pipette	Eppendorf Research Plus SN - G00240M
T5	K	Refrigerator	Fridgidaire LFFH20F3QWC S/N: WB61145404
T5	M	Pipette	VWR Ergonomic High-Performance, 1-10mL S/N: E42790041
T5	N	Water purifier	Thermo Scientific, Barnstead Micropur ST, SN41759414
T5	X	GC-MS	Shimadzu GC-2010, GCMS-QP2010 SE S/N 020535150147 US Software: LabSolutions 4.45
T5	X	GC-MS	Concentrator: EST SN: EVX1214072420 Software: Evolution 2.3.05
T5	X	GC-MS	Autosampler: EST Cent WS SN: CENTS555041018 Software: Centurion 2.3.06
T5	Y	Water Purifier	Barnstead™ MicroPure™ Water Purification System, S/N 41936173

Location	ID	Instrument Type	Instrument Make and Model
T6	A	Rotator	Bodine Electric Company Model: DC-20 8 - place rotator No:07410072, S/N: 5685XCBA0023
T6	B	Rotator	Bodine Electric Company Rotator, S/N: 0685EPGA10106
T6	C	Rotator	Thames Tech Rotator
T6	D	Rotator	8 position Bodine Rotator, S/N: 5685SMAP0042
T6	D	Timer	Fisher Scientific Traceable Timer S/N 130133083
T7	A	Water purifier	Veolia MOD: CLXXXUVM2-US, SN: CLA00003436
T7	B	Mercury analyzer	FIMS 100 Mercury analysis system from Perkin Elmer, SN:101S20090901
T7	B	Mercury autosampler	Cetac S23 Autosampler from Perkin Elmer, SN:092020S23
T7	C	Mercury Analyzer	AquaCounter HG400 & Autosampler S/N: P638022-05 - out of service
T7	D	Digestion Block	Environmental Express MOD: SC154, SN: 2019CECW5264
T7	E	Pipette	Socorex 20-200 uL S/N: 17121020
T7	F	Pipette	Wheaton Socorex 0.2-2.0 mL S/N: 17121020
T7	G	ICP	Thermo Scientific, ICAP PRO SERIES, SN: iCAPPRO60094
T7	G	ICP autosampler	Teledyne ASX-560, SN: 0320142A560
T7	G	ICP Chiller	Thermo Fisher Scientific Mod: Flex 900, SN: 1122603401190515
T7	I	Digestion Block	CPI MOD Block S/N: 05-C0530
T7	J	Digestion Block	CPI MOD Block S/N: 4030311
T7	M	Balance	Highland HCB602aM Adam Equipment Toploading Balance SN: AEA3F00045
T7	N	Pipette	Thermo Scientific Finpipette F1 1-10mL SN: SU16920
T7	P	GFAA	PinAAcle 900Z S/N:PZAS19010701
T7	P	GFAA Autosampler	AS900 S/N:AS9C18080725
T7	P	GFAA Chiller	SN: 319S16030401
T7	Q	Pipette	Wheaton Socorex 0.2-2.0 mL S/N: 08062293
T7	R	Pipette	Socorex 10m pipette Model 832 SN: 29071011
T7	S	GFAA	PinAAcle 900Z S/N:PZAS16030901
T7	S	GFAA Autosampler	AS900 S/N:AS9S1632302

FACILITIES LOCATION ADDRESSES & DESCRIPTION

Jacksonville
6681 Southpoint Parkway
Jacksonville, FL 32216
904-363-9350 (P)

Gainesville
4965 SW 41st Blvd.
Gainesville, FL 32608
352-377-2349 (P)

Fort Myers
13100 Westlinks Ter, Ste 10
Fort Myers, FL 33913
239-674-8130 (P)

Tampa
9610 Princess Palm Avenue
Tampa, FL 33619
813-630-9616 (P)

Orlando
380 North Lake Blvd., Suite 1048
Altamonte Springs, FL 32701
407-937-1594 (P)

Lake Placid
125 Tower Street
Lake Placid, FL 33852
863-655-4022 (P)

Tallahassee
2639 North Monroe St. Suite D
Tallahassee, FL 32303
850-219-6274 (P)

Miami - Miramar
10200 USA Today Way
Miramar, FL 33025
Phone: 954-889-2288 (P)

Advanced Environmental Laboratories Inc.	Todd Romero, Director of Client Services
BIDDER'S COMPANY NAME	CONTACT PERSON (Name) (Title)
6881 Southpoint Pkwy	904-363-9350
MAILING ADDRESS	TELEPHONE NO. – FAX NO.
Jacksonville, FL 32216	tromero@aellab.com
CITY, STATE AND ZIP CODE	EMAIL ADDRESS

This document must be completed and returned with your submittal.

4.4 List of Personnel

Full name	Position	Laboratory
Abare, Vivian M	Quality Assurance Officer	Tampa
Abbatiello, Joshua A	Analyst I / Metals	Tampa
Allen III, Dalton F	Field Service Lead/Facility Mg	Corporate
Archiquette, Madison	Analyst I / Wet Chem & Micro	Tampa
Ardasenova, Dana	Analyst I / WetChem	Tampa
Ashley, Amy G	Quality Assurance Officer	Tampa
Bartolo Jr Jr., Robert	Technical Director	Corporate
Beaman, Shannon L	Field Technician	Tampa
Beck, Brandon M	Vice President Operations	Corporate
Bell, Susan O	Client Services Manager	Tampa
Bickley, Renee E	Admin. Assistant/AP Specialist	Corporate
Bradley, Kito-xtansoma V	Analyst I / SemiVols	Tampa
Brooks, Legion G	Sample Receiving	Tampa
Buchko, Anthony	Corporate Technical Lead Inorg	Corporate
Cammarata, Michael L	Laboratory Manager	Tampa
Clark, Scott A	IT Director	Corporate
Cooper, Bailey S	Analyst I / Metals	Tampa
DeVilbiss, Brandy	Project Manager I	Tampa
Dietrich, Brandon T	Analyst I / WetChem	Tampa
Fabrizio, Nicholas A	Department Manager Organics	Tampa
Ferguson, Grace A	Analyst I / Micro	Tampa
Fishel, Arthur L	Analyst I / Extractions	Tampa
Fluehr, Paulina G	Marketing Manager	Corporate
French, Marisa	Human Resources Manager	Corporate
Garcia, Sydney	Analyst I / WetChem	Tampa
Gearhart, Caitlyn M	Department Manager Inorganics	Tampa
Ged, Charles M	President	Corporate
Ged, Evan C	Operations Manager	Corporate
Ged, Jennifer G	Vice President	Corporate
Gonzalez, Reinaldo	Sample Receiving	Tampa
Harris, John C	Analyst I / Extractions	Tampa
Helms, Steven T	Field Technician	Tampa
Hodgdon, Cydne	Analyst I / SemiVols / Intern	Tampa
Humbertson Jr., Ralph C	Courier & Sample Receiving	Tampa
Kramer, Kristen	Analyst I / SemiVols	Tampa
Kulkarni, Unmani R	Analyst I / Vols	Tampa
Kurtz, Joseph D	Corporate Technical Lead	Corporate
Latzke, Cassidy E	Analyst I / Micro	Tampa
Laurion, Megan T	Analyst I / WetChem	Tampa
Lee, Margaret	Analyst I / WetChem	Tampa

Liskey, Ethan A	Analyst I / Extractions	Tampa
Lloyd, Brooke T	Sample Receiving	Tampa
Mangrum, Lori Anne S	Quality Assurance Director	Corporate
Martinez, Jose J	Courier	Tampa
Miller, Tiffany	Analyst I / Extractions	Tampa
Minor, Hailey	Analyst I / SemiVols	Tampa
Morrow, Sydney K	Analyst I / Extractions	Tampa
Munoz, Ashley V	Analyst I / WetChem	Tampa
Nardone, Alanya	Analyst I / WetChem	Tampa
Nguyen, Brenda A	Sample Rec / Courier	Tampa
Parker, Heidi D	Project Manager II	Tampa
Pasqualini, Kaitlyn E	Project Manager Asst.	Tampa
Reyes Zambrano, Paola A	Analyst I / WetChem	Tampa
Richman, Kaila A	Marketing/Graphic Design Inter	Corporate
Rickett, Courtney E	Junior Systems Administrator	Corporate
Romero, Todd L	Director of Client Services	Corporate
Schwindt, Zackary A	Analyst I / WetChem	Tampa
Seymour, Rebeka	Analyst I / Micro	Tampa
Shimer, Sierra A	Analyst I / WetChem	Tampa
Smith, Jarrett A	Staff Accountant	Corporate
Speidel, Shawn J	Courier	Tampa
Stapels, Gabrielle R	Analyst I / WetChem	Tampa
Stiles, Jessica D	Analyst I / Metals	Tampa
Thomason, Michael S	IT Administrator	Corporate
Tyler, Wesley R	Sales Account Executive	Tampa
Visser, Lindsey A	Technical Program Manager	Corporate
Voorbrood, Carol A	Sample Receiving TL	Tampa
West, Jennifer L	Accounts Receivable Manager	Corporate
Wilcox, Sheila K	Project Manager II	Tampa

Anti-Human Trafficking Affidavit

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

1. My name is Charles M. Ged and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with President of Advanced Environmental Laboratories 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 *coercion* for *labor* or *services*, 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.

Under penalties of perjury, I Charles M. Ged, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Advanced Environmental Laboratories Inc.
Name of Nongovernmental Entity

Charles M. Ged
Printed Name of Affiant

President/Owner
Title of Affiant

Signature of Affiant

9/3/25
Date

SELECTION CRITERIA: orgn.yr='26' and orgn.key_orgn='07111' and account.acct='5303432' AND expledgr.yr = orgn.yr AND exp

YEAR	DEPARTMENT		ACCOUNT		BUDGET CONTROL ORGN/ACCOUNT	STATUS
	BUDGET	PERIOD EXPENSES	YTD EXPENSES	ENCUMBRANCES	BALANCE	
26	07111	HCUD WATER OPERATIONS	5303432	CONTR SRV-SAMPLE/ANALYSIS	07111	5303432 Active
	120,992.00	.00	.00	.00	120,992.00	

SELECTION CRITERIA: orgn.yr='26' and orgn.key_orgn='07121' and account.acct='5303432' AND expledgr.yr = orgn.yr AND exp

YEAR	DEPARTMENT		ACCOUNT		BUDGET CONTROL ORGN/ACCOUNT	STATUS
	BUDGET	PERIOD EXPENSES	YTD EXPENSES	ENCUMBRANCES	BALANCE	
26	07121	HCUD WASTEWATER OPERATION	5303432	CONTR SRV-SAMPLE/ANALYSIS07121	5303432	Active
	60,754.00	.00	.00	.00	60,754.00	

TITLE

Professional Services Agreement With Integrated Environmental Technology, LLC, for Landfill Gas Credit Management and Brokerage Services for Landfill Department (Contract No. 25-PS01159/AP; Amount: $135,000.00)

BRIEF OVERVIEW

On September 9, 2025, the Board approved the Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement ("Agreement") with Timberline Energy, LLC ("Developer"), pertaining to Northwest Solid Waste Landfill.

Under the now terminated Landfill Gas Purchase Agreement, the County had granted the Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with Carbon Reduction Tonnes (CRT) generated by the landfill. As a result of the termination, the County is now the party with the right to claim and utilize any emission allowances and reduction credits that may be associated with landfill gas, including, without limitation, any CRTs which may be generated by the Project.

Upon request from the Solid Waste Division, Procurement prepared a professional services agreement for Carbon Credit Management and Brokerage Services to Integrated Environmental Technology, LLC.

Integrated Environmental Technology, LLC will serve as the County's exclusive broker and technical advisor in the verification, issuance, marketing, and sale of these credits, using the Climate Action Reserve (CAR) platform to achieve the greatest possible value while working within CAR's operational and protocol constraints. Among other services, Integrated Environmental Technology, LLC will prioritize carbon credit buyers based on volume capacity, pricing competitiveness, reliability and will negotiate favorable terms, execute transactions, and manage settlement payments through the CAR platform.

Based on the Landfill's consistent historical performance relating to carbon credit production, a long-term normalized average of roughly 50,000 CRTs per year would be considered a reasonable expectation. Utilizing a conservative mid-range estimate between $5 and $8 per tonne, below shows the potential value of one year's worth of credits:

If 50,000 CRTs are sold at $6.00 per CRT:

Gross Revenue = $300,000
IET Brokerage Fee (15%) = $45,000
Verification and CAR fees (approx.) = $12,000

Annual Net to County = $243,000

Integrated Environmental Technology is compensated only upon successful sale and

settlement of credits. If no sale occurs, no brokerage fee is earned.

Financial Services are exempt from the competitive solicitation requirements and the Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

Hernando County Solid Waste reviewed the proposal for price, ability to perform the contract in accordance with the terms, conditions and specifications required and is recommending award of the agreement to Integrated Environmental Technology, LLC.

FINANCIAL IMPACT

Compensation under this agreement is a brokerage fee. CAR issuance fees paid upfront by Integrated Environmental Technology will be deducted from the gross sale proceeds prior to calculating the Brokerage Fee and the County's net revenue.

Revenue:
Fund: 4411- Solid Waste and Recycling, **Department: 07602**- Class I Operations, **Account: 369900** - Miscellaneous Revenue

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached professional services agreement with Integrated Environmental Technology, LLC for the Carbon Credit Management and Brokerage Services with an estimated contract value of $135,000.00.
It is further recommended the Board authorize the Chief Procurement Officer to approve change orders as necessary and required up to budgeted amounts.

REVIEW PROCESS

Scott Harper	Approved	10/13/2025 9:54 AM
Grace Sheppard	Delegated	10/13/2025 11:22 AM
Scott Harper	Approved	10/13/2025 1:35 PM
Katrina Tejera	Approved	10/14/2025 11:15 AM
Grace Sheppard	Approved	10/14/2025 11:25 AM
Gordon Onderdonk	Approved	10/16/2025 7:59 AM
Jodi Florio	Approved	10/17/2025 10:18 AM
Erin Dohren	Approved	10/17/2025 12:44 PM
Carla Rossiter-Smith	Approved	10/20/2025 8:50 AM
Pamela Hare	Approved	10/20/2025 1:55 PM
Melissa Tartaglia	Approved	10/20/2025 4:16 PM
Heidi Prouse	Approved	10/21/2025 10:32 AM
Toni Brady	Approved	10/22/2025 9:24 AM

Jeffrey Rogers	Approved	10/22/2025 11:20 AM
Colleen Conko	Approved	10/22/2025 11:21 AM

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND NULLIFICATION OF WELLFIELD MAINTENANCE AGREEMENT

THIS TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND WELLFIELD MAINTENANCE AGREEMENT (this "***Termination Agreement***"), is entered into and executed as of September 9th, 2025 and shall be effective as of October 7, 2025 ("***Effective Date***"), by and between Hernando County, a political subdivision of the State of Florida (the "***County***") and Timberline Energy, LLC, a Delaware limited liability company ("***Developer***"). The County and Developer are sometimes referred to in this Agreement together as the "***Parties***" or, individually, as a "***Party***." Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Landfill Gas Purchase Agreement (as hereinafter defined).

WHEREAS, County and Developer entered into that certain Landfill Gas Purchase Agreement by and between the County and Developer dated March 27, 2007 (the "***Landfill Gas Purchase Agreement***"), pursuant to which the County collects and delivers LFG to Developer and Developer accepts such LFG and uses it as fuel to generate Beneficial End Use Products;

WHEREAS, pursuant to Section 2(b) of the Landfill Gas Purchase Agreement, the County also granted developer a license to the LFG Utilization Facility Site owned by the County at its Landfill, together with an access easement(s) on, over, under, across, and through the Landfill for the construction, installation, operation, and maintenance of the LFG Utilization Facility and Developer's equipment (the "***Site License***");

WHEREAS, the County and Developer acknowledge that Section 4(e) of the Landfill Gas Purchase Agreement references and claims to attach as an exhibit a "Wellfield Maintenance Agreement", and that the Wellfield Maintenance Agreement was not, in fact, attached as an exhibit. The County and Developer further acknowledge that neither Party has the original or a copy of a Wellfield Maintenance Agreement, nor have they exchanged any consideration nor performed any task pursuant to such any such Wellfield Maintenance Agreement that is not already provided for in the Landfill Gas Purchase Agreement. Both Parties further acknowledge that they have conducted themselves with regard to the Landfill Gas Purchase Agreement as if no Wellfield Maintenance Agreement existed or was entered into by the Parties, and that they have no independent recollection of such an agreement being entered into by the Parties.;

WHEREAS, the Parties hereto desire to terminate the Landfill Gas Purchase Agreement, and the Wellfield Agreement, subject to the terms and conditions of this Agreement;

WHEREAS, the Landfill Gas Purchase Agreement requires that Developer remove the LFG Utilization Facility and related equipment, and restore the LFG Utilization Facility Site. The County has requested to acquire certain equipment and that the concrete slab remain thereon, and Developer is willing to leave such equipment and concrete slabs in place and transfer to the County all of Developer's right, title and interest in and to such equipment;

WHEREAS, the Landfill Gas Purchase Agreement also granted Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with the LFG, including, without limitation carbon action reserve credits ("***CRTs***") under the Climate Action Reserve ("***CAR***") and in connection therewith, Developer has entered into that certain Carbon Credit Purchase and Sale Agreement (the "***CRT Agreement***") dated as of June 16, 2020, whereby Developer agrees to sell CRTs generated from the Hernando County Landfill Electric Generation project (CAR422) (the "***Project***") to a third party;

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WHEREAS, Developer has delivery obligations under the CRT Agreement that are contingent upon the generation and issuance of CRTs by CAR into Developer's CAR Project account for the reporting period from October 7, 2024 - October 6, 2025 ("***2025 Reporting Period***");

WHEREAS, in order to fulfill its obligations under the CRT Agreement, Developer must retain the exclusive right to generate CRTs associated with the Project until such CRTs are issued by CAR and remain the account holder of the Project in CAR's registry program;

WHEREAS, the County agrees that the Developer shall remain the account holder of the Project in CAR's registry program and retain the exclusive right to generate CRTs for the 2025 Reporting Period until such CRTs have been issued in accordance with the terms and conditions of this Termination Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the benefits received by the Parties as a result of the actions described herein, and such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Landfill Gas Purchase Agreement; Nullification of Wellfield Maintenance Agreement; Removal of Developer's Equipment and Retention of Landfill Assets; Site Restoration; Mutual Release; and Indemnification.

(a) *Termination of Agreement*. Except as expressly set forth in Sections 1(b) - (e) below, the Landfill Gas Purchase Agreement is hereby terminated effective as of October 7, 2025 (the "***Termination Date***"), and from and after the Termination Date, the Landfill Gas Purchase Agreement shall have no further force or effect. The County and Developer agree that each of the parties' rights and obligations associated with the Agreement shall terminate on the Termination Date, and the Parties shall have no further obligations to each other with respect to the Agreement except as set forth herein.

(b) *Nullification of Wellfield Maintenance Agreement.* The reference to the Wellfield Maintenance Agreement in the Landfill Gas Purchase Agreement shall have no force or legal effect, and shall not be binding upon either Party as if the Landfill Gas Purchase Agreement never contained a reference to it, even if the original or a copy of the Wellfield Maintenance Agreement is discovered or produced at any time. Any such Wellfield Maintenance Agreement was null ab initio, and is and will be null in perpetuity.

(c) *Removal of Developer Equipment and Retention of Landfill Assets.* Notwithstanding Developer's obligations in Section 12 of the Landfill Gas Purchase Agreement to remove Developer's Equipment, the Parties agree that Developer shall only be required to remove the equipment and personal property listed on Exhibit A attached hereto from the LFG Utilization Facility Site ("***Retained Equipment***"). All other equipment, structures, and property, including, without limitation, the Switchgear Connex, Parts Storage Connex, the Office/Workshop Connex, the forklift (Model No. RT-706J, Serial No. 183597), the open concrete slabs, the exhaust stack, the radiator, import transformer, and certain repair parts for the County's Flare Station shall remain on the LFG Utilization Facility Site (collectively, the "***Landfill Assets***"). For abundance of clarity, a depiction of some of the Landfill Assets is appended as Exhibit B hereto. The Parties shall enter into a Bill of Sale to be effective as of the Termination Date (the "***Bill of Sale***"), whereby, Developer irrevocably conveys, sells, transfers, grants, assigns and delivers to the County all of Developer's right, title and interest in and to the Landfill Assets on an "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

(d) *Site Restoration.* Notwithstanding Developer's obligations in Section 12 and Section 13 of the Landfill Gas Purchase Agreement, the Parties agree that Developer shall have no further restoration obligation other than the removal of Developer's Retained Equipment as set forth in Section 1(c) hereof. Developer shall remove the Retained Equipment by December 7, 2025. Within five (5) business days of Developer removing all of the Retained Equipment from the LFG Utilization Facility Site, the County shall terminate letter of credit no. 04169983 ("***L/C***") issued by BNP Paribas by either (1) sending a cancellation letter on the County's letterhead and the original L/C by overnight carrier to BNP Paribas at the address set forth below, or (2) sending a cancellation letter on the County's letterhead and the original lost letter of credit affidavit appended hereto as Exhibit D by overnight carrier to BNP Paribas at the address set forth below:

BNP Paribas
c/o BNP Paribas RCC, Inc.
Newport Tower - Suite 188
525 Washington Blvd.
Jersey City, NJ 07310
Attn: Trade Finance Services

The County agrees to also send a copy of the cancellation letter via email to dl.nytfstandby@us.bnpparibas.com and the Developer, which shall include the tracking information for the original documentation.

(e) *Emission Credits.* Notwithstanding Section 1(a) hereof, the Parties agree that Developer shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG for the 2025 Reporting Period. The County agrees to cooperate with and provide reasonable assistance to Developer to generate the 2024 – 2025 CRTs, including, without limitation, providing affidavits, attestations, landfill waste and operational data, any changes to the County's Title V Permit, Tier 2, or collection system, site access for Developer and its third-party verifier, disclosure of any regulatory violations and routine inspections, and such other information as may be required by CAR or the third-party verifier. Within five (5) business days of CAR issuing the 2024 – 2025 CRTs into Developer's account, Developer shall deliver notice thereof to the County (such notice date, the "***Emission Credit Termination Date***"). The Parties agree that as of the Emission Credit Termination Date, the County shall be entitled to the right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG, including, without limitation, any CRTs which may be generated by the Project after the Effective Date or earned for the 2025 – 2026 reporting period (i.e., after the 2025 Reporting Period). Upon notice of the Emission Credit Termination Date, the Parties agree that within ten (10) business days: (i) the County shall create an account within CAR, (ii) the Parties shall execute and the County shall submit to CAR the executed Account Holder Project Transfer Form, substantially in the form attached hereto as Exhibit C, and (iii) the County shall pay any fees or expenses in connection with the creation of its account and/or submittal of the project transfer. The Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Section 1(e) and give effect to the transactions contemplated by this Section.

(f) *Mutual Release.* Effective upon the Termination Date, each of the County and Developer, on behalf of itself and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Releasing Parties***"), hereby unconditionally and

irrevocably forever release and discharge for good cause and valuable consideration described herein the other Party and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Released Parties***"), from, and unconditionally and irrevocably waives, any and all claims, debts, liabilities, losses and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, at law or in equity, that any Releasing Party ever had, now has or ever may have or claim to have against any Released Party for or by reason of any matter, circumstances, event, action, inaction, omission or thing whatsoever to the extent relating to, arising from, or otherwise in connection with (1) the Project, the LFG Utilization Facility, Developer's presence on the LFG Utilization Facility Site, the Agreements, including, without limitation, and all terms, conditions, obligations, responsibilities where expressly stated that they will survive the termination or expiration of the Agreement, and any restoration and remediation efforts with respect to the LFG Utilization Facility Site, (2) that certain letter dated February 18, 2025 to Developer titled "Notice of Default and Opportunity to Remedy" from the County, and (3) the Landfill Assets, and each of the Parties shall not, and shall cause each other Releasing Party not to, seek to recover any amounts in connection therewith from any Released Party; provided that the foregoing release shall not apply to any rights, obligations or claims of any Released Party to a Releasing Party arising under this Termination Agreement.

(g) *Indemnification*. TO THE EXTENT PERMITTED BY FLORIDA LAW, EACH PARTY ("INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY") AND ITS PAST, PRESENT, OR FUTURE OWNERS, SUCCESSORS, HEIRS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, PRINCIPALS, ASSIGNS, AGENTS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, TRUSTEES, SERVANTS, AFFILIATES OR AFFILIATED COMPANIES, SUBSIDIARIES, PREDECESSORS, EMPLOYEES, BOARD MEMBERS, AND ALL OTHER RELATED AGENTS, ENTITIES, OR COMPANIES FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) BY THE INDEMNIFYING PARTY OR ANY THIRD PARTY THAT ARISE FROM OR ARE IN RELATION TO THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER OR BREACH OF SECTIONS 1(b) - (f) HEREOF.

2. Governing Law. This Termination Agreement shall be governed by the internal law of the State of Florida, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Florida.

3. Notices. All notices, requests, consents, and other communications under this Termination Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses and shall be sent concurrently by email to the designated email addresses of the receiving Party:

If to Seller:	Hernando County Board of County Commissioners 15470 Flight Path Drive Brooksville, FL 34604 Attention: Scott Harper Email: Sharper@co.hernando.fl.us
with a copy to: (which shall not constitute notice)	Melissa A. Tartaglia, Esq., mtartaglia@co.hernando.fl.us and phare@co.hernando.fl.us
If to Buyer:	Timberline Energy, LLC c/o Archaea Energy 201 Helios Way, Floor 6 Houston, TX 77079 Attention: Guy Chapman and Ben Burke Email: gchapman@archaea.energy and bburke@archaea.energy
with a copy to: (which shall not constitute notice)	Timberline Energy, LLC c/o Archaea Energy 201 Helios Way, Floor 6 Houston, TX 77079 Attention: Legal Email: legal@archaea.energy

4. Counterparts. This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Titles and Subtitles. The titles and subtitles used in this Termination Agreement are used for convenience only and are not to be considered in construing or interpreting this Termination Agreement.

6. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7. Entire Agreement. This Termination Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled.

8. Further Assurances. At any time or from time to time after the date hereof, the Parties agree to cooperate with each other, and at the request of the other Party to execute and deliver any further instruments, documents or items and to take all such further actions as the other Party may reasonably request in order to carry out the intent of the Parties hereunder.

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9. Successors. The terms and conditions of this Termination Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Termination Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Termination Agreement, except as expressly provided in this Termination Agreement.

10. Expenses. Each Party will bear its own costs and expenses (including attorneys' fees and expenses) incurred in connection with the preparation and negotiation of this Termination Agreement and the consummation of the transactions contemplated hereby, including but not limited to payment of their respective advisors and relevant corporate and securities counsel.

[Signature Page Follows]

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Exhibit A

Developer Retained Equipment

1. Export Transformer
2. Switchgear within the Switchgear Connex
3. CAT 3520 Genset and Exhaust Stack
4. Radiator
5. Switchgear
6. Repair inventory for items 1 – 5 above
7. Utility Transformer and Pole
8. All equipment, tools, shelving, and other property inside the Switchgear Connex, Parts Storage Connex, and the Office/Workshop Connex containers.

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Exhibit B

Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)

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2. Parts Storage Connex Container

3. Office/Workshop Connex Container

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4. Exhaust Stack

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5. Forklift (Model No. RT-706J, Serial No. 183597

6. Radiator

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7. Open concrete pads

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8. Import Transformer

9. The following repair parts for the County's Flare Station:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B

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q. Well Heads x 12 / Flow Wing / 2" / New
r. Fern Co's x 7 / 6" x 4" / New
s. Well Field Hose Clamps x 85 / New
t. Siemens Ultramat Gas Analyzer x 1

10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer

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Exhibit C

Account Holder Project Transfer Form

(Attached)

IN WITNESS WHEREOF, the Parties have executed and delivered, or have caused to be executed and delivered, this Termination Agreement as of the date first above written.

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

TIMBERLINE ENERGY, LLC

Signed by:

By: Aimee DiTommaso
F8EC5CBF557D4E6...

Name: Aimee DiTommaso

Title: Chief Commercial Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Account Holder Project Transfer Form

This Account Holder Project Transfer Form ("Transfer") is entered into this [ ] day of [ ], 20[ ] by the following parties:

PROJECT DEVELOPER TRANSFEROR: Timberline Energy, LLC ("Transferor")

PROJECT DEVELOPER TRANSFEREE: Hernando County ("Transferee"), in regards to:

Project Name: Hernando County Landfill Electric Generation (referred to as the "Project").

Project Number (e.g. CAR###): CAR422

Project Location (physical address): 14436 Landfill Road, Brooksville, FL 34614

Project Type: Landfill Gas Capture/Combustion

WHEREAS, the Transferor is an Account Holder and Project Developer in the Climate Action Reserve's registry program (the "Program"), an electronic system to serialize, transfer, track, and report carbon dioxide-equivalent emission reductions and Climate Reserve Tonnes ("CRTs") as defined in the Climate Action Reserve Program Manual available at http://www.climateactionreserve.org/how-it-works/program/program-manual/;

WHEREAS, the Transferee is an Account Holder in the Program of the Reserve.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that Transferor transfers the Project to Transferee as follows:

1. The Transferor and Transferee acknowledge that the Project remains otherwise unchanged, except in relation to the transfer of title to emissions reductions and the management of the project from Transferor to Transferee .

2. The Transferor and Transferee understand and hereby acknowledge that this transfer is on a going-forward basis only with respect to unissued CRTs. Any previously registered CRTs that were registered under Transferor's account will not be transferred along with the Project. Any transfers of previously registered CRTs between account holders must occur via the Reserve program per guidance in the External Operating procedures, and are contingent upon full payment of all CRT issuance and transfer fees.

3. The Transferor and Transferee understand and hereby acknowledge that after the Project transfer has been approved by the Reserve and the Project is transferred to the Transferee, any CRTs that are registered to the Project after the Project is transferred will be deposited in Transferee's account, contingent upon full payment of all CRT issuance fees, and shall be the property of Transferee.

4. The Transferor and Transferee understand and hereby acknowledge that this Agreement is not a guarantee or pre-authorization of CRTs, and that CRTs will only be issued consistent with the Reserve's project protocols and practices.

5. Parties attest that for previously registered projects, this project transfer complies with all applicable laws and Reserve protocol requirements, and is consistent with any restrictions on the associated Project property.

6. While this Agreement satisfies the Reserve's requirements for transferring the above project, all parties understand and accept that this Agreement is unrelated to the requirements of the California Air Resources Board's regulations. The Reserve makes no warranty in this regard. (See Sections 95801 to 96022 of the California Code of Regulations for details of the State's cap-and-trade program.)

7. The Transferor and Transferee understand and hereby acknowledge that after the project transfer has been accepted by the Reserve and the project is officially transferred in the program, a new Conflict of Interest evaluation (including submittal of a new NOVA/COI form) must be completed for Transferee, with respect to (but not limited to) potential verification bodies and any additional consulting staff hired by Transferee.

8. This form is a document of the Climate Action Reserve, not a contract for services between transferor and transferee. It is the Reserve's expectation that Transferor and Transferee develop and execute appropriate external legal contracts to fully define their business relationship. The Transferee and Transferor understand and hereby acknowledge and agree to indemnify, hold harmless, and defend, using counsel appointed by the Reserve (collectively, "Indemnify"), the Reserve and its directors, officers, employees, agents, contractors and representatives (the "Indemnified Parties") from and against all damages, liabilities, penalties, costs, losses, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees and legal costs (collectively, "Damages"), arising from or in any way connected to any claim by any individual, partnership, firm, association, corporation, limited liability company, trust and any other form of governmental or business entity ("Person") in connection with any of the following: the transfer of this project, the sale of property or services or any future CRTs that may be issued in connection with the above project.

I declare that all statements contained herein are true and correct, to the best of my knowledge, and are made with full knowledge that the Reserve and all users of the Program rely upon the truth of the statements contained in this Project Transfer Attestation Form. I am duly authorized to make this declaration on behalf of my organization.

PROJECT DEVELOPER TRANSFEROR

Name:
Title:
Organization Name:
Phone:
E-mail:

PROJECT DEVELOPER TRANSFEREE

Name: Brian Hawkins
Title: Chairman
Organization Name: Hernando County Board of County Commissioners
Phone: 352-754-4002
E-mail: BHawkins@hernandocounty.us

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Exhibit D

Lost Letter of Credit Affidavit Form

CERTIFICATE REGARDING LOST LETTER OF CREDIT

The undersigned, Hernando County ("County"), hereby represents, warrants and certifies to BNP Paribas, in its capacity as issuer of [Irrevocable Letter of Credit No. 04169983 (the "Letter of Credit") that:

1. The County received the original Letter of Credit and the County is the sole beneficiary of the Letter of Credit.

2. The County has caused a diligent search of its files and vault in order to locate the original Letter of Credit and the original Letter of Credit has not been found. The original Letter of Credit has been inadvertently lost, misplaced or destroyed.

3. The County has taken no action to give or pledge, sell, assign, transfer, hypothecate, deposit, endorse in blank or otherwise or in any other manner dispose of the Letter of Credit or any interest therein to any person, firm or corporation, nor has any record or correspondence been found which indicates that the County has entrusted the possession of the Letter of Credit to any person, firm or corporation for safekeeping or for any other purpose.

4. No person, firm, corporation, court or government agency, has, or has asserted, any right, title, claim, interest in, to, or respecting the Letter of Credit or the proceeds thereof.

5. This certificate is made for the purpose of inducing BNP Paribas to cancel the Letter of Credit and, in consideration of same, the County hereby indemnifies and holds BNP Paribas, and its successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any claim, liability, loss, damage and expense, including legal fees and disbursements, suffered or incurred in connection with, or arising out of the loss and/or the subsequent presentation of the original Letter of Credit and for any misrepresentation made hereunder.

6. The County hereby agrees that if the original Letter of Credit is subsequently found by the County or comes into the County's possession, the County will immediately surrender the original Letter of Credit to BNP Paribas for cancellation.

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[September] [9], 2025

HERNANDO COUNTY

By _____
Name: Brian Hawkins
Title: Chairman

STATE OF Florida)
) SS.:
COUNTY OF Hernando)

On the 9th day of [September] [___], 2025, before me personally came Brian Hawkins, to me known, who, being by me duly sworn, did depose and say that he/she is a Chairman of Hernando County BOCC, the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by authority of the board of directors of said corporation.

_____

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

TITLE

Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement With Timberline Energy, LLC, and Bill of Sale With Timberline Energy, LLC, Pertaining to Northwest Solid Waste Landfill

Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement With Timberline Energy, LLC, and Bill of Sale With Timberline Energy, LLC, Pertaining to Northwest Solid Waste Landfill

BRIEF OVERVIEW

In 2007, Hernando County entered into an agreement with Timberline Energy, LLC, to generate electricity at the NW Solid Waste Landfill.

The approved agreement dated 2007 is for a term of twenty (20) years and would have come to expire in 2027. In October of 2024, the electricity generating component of Timberline Energy, LLC's equipment experienced technical malfunctions and ceased to operate. Timberline Energy, LLC stated that the repairs are cost-prohibitive and a mutual termination of the agreement has been negotiated.

Timberline Energy, LLC and the Solid Waste Division desire to terminate the Landfill Gas Purchase Agreement, and to nullify the associated Wellfield Agreement which granted the Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with Carbon Reduction Tonnes (CRT) generated by the Landfill. CRTs are verified by the Climate Action Reserve and represent the capture and avoidance of

greenhouse gas emissions. CRTs represent one tonne of CO_2-equivalent (CO_2e) emissions

reduced or avoided.

Both parties agreed that the Developer shall remain the account holder of the Project in CAR's registry program and retain the exclusive right to generate CRTs for the 2025 Reporting Period, until such CRTs have been issued in accordance with the terms and conditions of this Termination Agreement. The 2025 reporting period is October 7, 2024, through October 6, 2025.

Upon the Emission Credit Termination Date, the County shall be entitled to the right to claim and utilize any emission allowances and reduction credits that may be associated with Landfill Gas, including, without limitation, any CRTs which may be generated by the Project after the Effective Date or earned for the 2025 - 2026 reporting period.

As set forth in the Termination of Landfill Gas Purchase Agreement and Wellfield

Maintenance Agreement, a Bill of Sale in favor of Hernando County was prepared and constitutes the entire understanding and agreement between the Buyer and Seller with respect to assets owned by NW Solid Waste Landfill and assets of Timberline Energy, LLC.

The Solid Waste Department is in favor of the early termination and is currently exploring other options relating to methane and CRTs.

FINANCIAL IMPACT
None at this time.

LEGAL NOTE
The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached following documents:

- Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement with exhibits:
  - Exhibit A Landfill Assets
  - Exhibit B Description of Landfill Assets
  - Exhibit C Account Holder Project Transfer Form
- Bill of Sale

REVIEW PROCESS

Scott Harper	Approved	08/28/2025 12:40 PM
Grace Sheppard	Approved	08/28/2025 1:43 PM
Gordon Onderdonk	Approved	08/29/2025 10:14 AM
Jodi Florio	Delegated	08/29/2025 11:59 AM
Erin Dohren	Approved	09/02/2025 9:54 AM
Albert Bertram	Approved	09/03/2025 9:56 AM
Carla Rossiter-Smith	Approved	09/03/2025 1:49 PM
Pamela Hare	Approved	09/03/2025 4:44 PM
Melissa Tartaglia	Approved	09/04/2025 7:50 AM
Heidi Prouse	Approved	09/04/2025 10:11 AM
Jeffrey Rogers	Approved	09/04/2025 11:15 AM
Colleen Conko	Approved	09/04/2025 11:26 AM

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Contract No.25-PS01159/AP

THIS AGREEMENT made and entered into this _____ day of _____, 20 25, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Integrated Environmental Technology, LLC, 6450 Bendelow Drive, Lakeland FL 33810, a Florida limited liability company, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL (together "the Parties").

RECITALS:

WHEREAS, the PROFESSIONAL has reviewed the consulting services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Carbon Credit Management and Brokerage Services

NOW, THEREFORE, the COUNTY and the PROFESSIONAL, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1. CONSULTANT SERVICES. The PROFESSIONAL and the COUNTY shall furnish, each to the other, the respective services, information and terms as described in Exhibit "A" (Scope of Services), attached hereto and made a part hereof.

SECTION 2. MODIFICATIONS. This Agreement may only be amended or modified by mutual consent of the Parties, in writing, through the issuance of a modification to this Agreement, or through purchase order, as appropriate.

SECTION 3. TERM. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this Agreement, and shall be completed within thirty-six (36) months from the date of issuance of the Purchase Order.

This Agreement may be unilaterally renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions contained herein. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the PROFESSIONAL in writing no later than thirty (30) days prior to expiration of this Agreement of its decision to exercise this renewal option or options.

SECTION 4. COMPENSATION AND PAYMENT OF PROFESSIONAL'S SERVICES. The COUNTY shall pay the PROFESSIONAL compensation as detailed in Exhibit "B" (Compensation and Payment Method), attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

A. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY, and supplemental agreements for same shall be entered into by the Parties in accordance herewith.

B. The COUNTY shall pay the PROFESSIONAL in accordance with the Local Government Prompt Payment Act, §218.70, et seq., F.S., upon receipt of the PROFESSIONAL's invoice and written approval of same by the County Administrator or designee indicating that services have been rendered in conformity with this Agreement.

SECTION 5. DELAYS. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, or if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension," an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the Parties hereto.

A. ***It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project.*** **In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reasons for the delay and the amount of time related to each reason.** The COUNTY shall timely review the request and determine whether to grant all or part of the requested extension.

B. In the event the contract time expires and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date, partial progress payments will be stopped on the date the contract time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. RESPONSIBILITIES OF PROFESSIONAL.

A. The PROFESSIONAL shall provide written Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. In addition to the regular progress reports discussed in the preceding sentence, the PROFESSIONAL shall advise the County of the status and details of PROFESSIONAL's work upon the COUNTY'S written request. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request in writing, and shall be granted, a conference.

B. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals, or other professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other specialists, sub-professionals, or professionals in the performance of the work, the PROFESSIONAL shall be solely responsible for performance of this Agreement and for satisfactory completion of all such specialists', sub-professionals', or other professionals' work. PROFESSIONAL may not assign or transfer work under this Agreement to other specialists, sub-professionals, or professionals unless pre-approved in writing by the COUNTY. Only those specialists, sub-professionals, or other

professionals that have been pre-approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL in the performance of this Agreement.

C. All final plans, documents, reports, studies, and other data prepared by the PROFESSIONAL shall bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

D. The PROFESSIONAL shall comply with all federal, state, and local laws and ordinances applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

E. The PROFESSIONAL is employed to render a professional service only and payments the COUNTY makes to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities.

SECTION 7. OWNERSHIP OF WORK PRODUCTS. All tracings, plans, specifications, maps, surveys, field survey notes, and reports ("PROFESSIONAL's documentation") prepared by the PROFESSIONAL or its specialists, sub-professionals or professionals under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (6) above; and the PROFESSIONAL shall provide to the COUNTY reproducible copies thereof upon COUNTY'S request, at PROFESSIONAL's direct printing costs, at any time during the period of this Agreement. The COUNTY has the right to visit the site for inspection of the work and the PROFESSIONAL documentation at any time. Unless changed by written agreement of the Parties, said site shall be the address of the firm. Records of costs incurred in the performance of this Agreement shall be maintained and made available upon COUNTY's request at all times during the period of this Agreement and for five (5) years after final payment is made. The PROFESSIONAL shall furnish copies of these documents and records to the COUNTY upon request at direct printing cost.

A. Records of costs incurred includes the PROFESSIONAL's project accounting records, together with supporting documents and records of the PROFESSIONAL and all specialists, sub-professionals, and other professionals performing work on the project, and all other records of the PROFESSIONAL and specialists, sub-professionals, and other professionals the COUNTY considers necessary for a proper audit of project costs.

B. The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final PROFESSIONAL documentation, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral termination for cause of the Agreement by the COUNTY.

SECTION 8. TERMINATION. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

1) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, or that the PROFESSIONAL has violated any provision in this Agreement, the COUNTY shall have the option of:

a) immediately terminating this Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;

b) notify the PROFESSIONAL of the deficiency or violation, with a requirement that the PROFESSIONAL correct the deficiency or violation within a specified time that the County alone deems reasonable, otherwise the Agreement will be so terminated at the end of such time, and the COUNTY shall pay PROFESSIONAL for work satisfactorily completed to such specified date.

2) If the COUNTY requires termination of this Agreement for reasons other than PROFESSIONAL's unsatisfactory performance or violation of this Agreement, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time this Agreement is to be terminated, and the COUNTY shall pay the PROFESSIONAL for all work reasonably satisfactorily completed hereunder through the date of termination.

3) If this Agreement is terminated before performance is completed, the COUNTY shall pay the PROFESSIONAL for work satisfactorily performed on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports and studies completed to date.

SECTION 9. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 10. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of $1,000,000 min. per claim and $1,000,000.00 aggregate. The PROFESSIONAL shall provide to the COUNTY proof of such insurance upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of $1,000,000/$2,000,000; $1,000,000 for Auto; and statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL shall also cause specialists, sub-professionals and other professionals retained by PROFESSIONAL for performance of this Agreement to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(ies) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; the PROFESSIONAL, specialists, sub-professionals and other professionals shall name Hernando County as additional insured as to general liability, including a waiver of subrogation; and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 11. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach of violation of this section the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without prior written approval from the COUNTY. The PROFESSIONAL also agrees that it shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section (7) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 13. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this section in any subcontract into which it might enter in furtherance of performance of this Agreement.

SECTION 14. The COUNTY reserves the right to suspend, cancel, or terminate this Agreement without penalty in the event one or more of the PROFESSIONAL'S corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have the indictment or direct information dismissed or is found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. In the event of termination under this section, PROFESSIONAL shall immediately turn over to the COUNTY reproducible copies of all PROFESSIONAL documentation, and data prepared or obtained under this Agreement in conformity with the provisions of section (7) hereof. The COUNTY shall compensate the PROFESSIONAL for its services rendered up to the time of any such termination in accordance with section (8) hereof.

SECTION 15. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons or entities employed or utilized by PROFESSIONAL in the performance of this Agreement.

This section shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in the Section 768.28, Florida Statutes.

SECTION 16. NOTICES. All notices given by one party to the other party under this Agreement must be delivered to the receiving party's address set forth on this Agreement either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. If the County is the recipient, the notice must be

addressed to Chief Procurement Officer, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604 or emailed to crossiter-smith@hernando.co.fl.us.

SECTION 17. The COUNTY reserves the right to audit the PROFESSIONAL's records that relate to equipment, goods or services and expenditures used, provided, and incurred in performance of this Agreement. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to performance of this Agreement. The COUNTY further reserves the right to reproduce any of the aforementioned documents.

SECTION 18. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES AT ALL LEVELS OF THE LITIGATION. BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY LEGAL DISPUTE ARISING UNDER THIS AGREEMENT.

SECTION 19. E-VERIFY- PROFESSIONAL and its agents must have a legally authorized workforce.

PROFESSIONAL is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by entering into this Agreement, PROFESSIONAL represents and warrants (a) that the PROFESSIONAL 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, (b) that all of the PROFESSIONAL employees are legally eligible to work in the United States, and (c) that the PROFESSIONAL has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of PROFESSIONAL's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the PROFESSIONAL unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the PROFESSIONAL's use of unauthorized workers must be reported to both of the following agencies:

(i) The COUNTY'S Procurement Department at (352) 754-4020: and
(ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the PROFESSIONAL's employees are not legally eligible to work in the United States, the COUNTY may, in its sole discretion, demand that the PROFESSIONAL cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the PROFESSIONAL from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

PROFESSIONAL is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 20. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 21. SUCCESSORS AND ASSIGNS; ASSIGNMENT. - The COUNTY and the PROFESSIONAL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROFESSIONAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 22. TRAVEL. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

Section 23. INDEPENDENT CONTRACTOR. The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its servants, agents, employees, sub-contractors, sub-professionals or other persons or entities hired by PROFESSIONAL in furtherance of performance of this Agreement, shall, under any circumstances, be considered servants, agents or employees of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees, subcontractors, sub-professionals or other persons or entities hired by PROFESSIONAL in furtherance of performance of this Agreement.

Section 24. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.

Section 25. WAIVER. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

Section 26. NO WARRANTY BY THE COUNTY. Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

SECTION 27. This Agreement, including its Exhibits (Exhibit "A" Scope of Services; Exhibit "B" Compensation and Method of Payment; Exhibit "C" Anti-Human Trafficking Affidavit; Exhibit "D" Foreign Countries of Concern), attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the entire agreement between COUNTY and the PROFESSIONAL with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the Parties in any way relating to the subject matter of this Agreement.

In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

Agreement
Attachments:
Exhibit "A" Scope of Services
Exhibit "B" Compensation and Method of Payment
Exhibit “C” Anti-Human Trafficking Affidavit
Exhibit “D” Foreign Countries of Concern

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

Randall L Adkins
Signature

Randall L Adkins, President
Printed Name and Title

Integrated Environmental Technology, LLC
Firm Name

October 2, 2025
Date

Chairman,
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

INTEGRATED ENVIRONMENTAL TECHNOLOGY

Scope of Work

Carbon Credit Management and Brokerage Services

Prepared for: Hernando County Solid Waste Department
Provided by: Integrated Environmental Technology

1. Project Purpose

Hernando County is assuming operational control of the landfill gas flare previously managed by Archaea and, with it, the responsibility for generating and managing greenhouse gas emissions credits under the Climate Action Reserve (CAR).

IET will serve as the County's exclusive broker and technical advisor in the verification, issuance, marketing, and sale of these credits, using the CAR platform to achieve the greatest possible value while working within CAR's operational and protocol constraints.

2. Scope of Services

A. Project Registration and Setup

- Confirm project ownership and account details within CAR, ensuring Hernando County is listed as the legal owner of record.
- Maintain project documentation and ensure compliance with all CAR protocols and reporting requirements.

B. Ongoing Program Management

- Coordinate the collection, review, and formatting of flare operation and gas destruction data for CAR compliance.
- Calculate emissions reductions in accordance with CAR protocols.
- Maintain an auditable record of all project data to facilitate verification.

C. Verification and Issuance

- Engage and manage CAR-approved third-party verifiers.
- Oversee the verification process and ensure timely issuance of CRTs.
- Pay verification and CAR issuance fees upfront on behalf of the County; recover these costs from the proceeds of CRT sales in addition to the brokerage fee.

D. Carbon Credit Brokerage

- Act as the County's exclusive broker for CRTs.
- Utilize CAR's marketplace tools, registry features, and network to identify and connect with qualified buyers, including:
  - Brokers, aggregators, and exchanges already active on CAR

6450 Bendelow Drive
Lakeland, FL 33810
Phone 863-868-8348
Toll Free 866-848-5009
www.IETteam.com

- Corporate ESG program buyers
- Institutional and sustainability-driven purchasers
- Prioritize buyers based on volume capacity, pricing competitiveness, and reliability.
- Negotiate favorable terms, execute transactions, and manage settlements through the CAR platform.

E. Reporting and Advisory

- Provide periodic performance and market update reports.
- Deliver post-sale financial summaries showing gross revenue, deductions (verification, CAR fees, brokerage fee), and net proceeds to the County.
- Advise the County on strategic timing of sales and market opportunities.

3. Risk and Regulatory Considerations

- CRT eligibility is contingent upon the project meeting CAR's "additionality" requirement — i.e., reducing methane emissions beyond what is legally required.
- If the landfill becomes subject to New Source Performance Standards (NSPS) or other mandatory methane destruction regulations, the project may no longer qualify for CRT issuance.
- In the event of such regulatory changes, IET and the County will confer immediately and may suspend services without penalty.

4. Economic Viability and Break-Even Clause

- IET will conduct an economic feasibility review prior to each verification cycle.
- Example: If verification and issuance costs for a given period are estimated at $12,000 and projected gross revenue from the sale of CRTs is $10,000, the County and IET will agree not to proceed with verification for that period.
- The guiding principle is that IET will not advance verification unless it is expected to produce positive net value for the County. 'Net value' means the gross sale price less Upfront Recovery Fee, taxes, fees, commissions, other expenses and Brokerage Fee pursuant to Exhibit B: Compensation and Method of Payment.

6450 Bendelow Drive
Lakeland, FL 33810
Phone 863-868-8348
Toll Free 866-848-5009
www.IETteam.com

Exhibit "B" Compensation and Method of Payment

A. Brokerage Fee:

1. The Broker shall be entitled to a brokerage fee equal to **fifteen percent (15%)** of the **gross sale price** of all verified **Carbon Reduction Tons (CRTs)** successfully sold on behalf of the County.

2. For purposes of this Agreement, the "gross sale price" shall mean the total transaction value received from the sale of CRTs, after deduction of **Upfront Fee Recovery** defined in subsection B. below, prior to the deduction of any taxes, fees, commissions, or other expenses.

B. Upfront Fee Recovery:

1. Verification and Climate Action Reserve (CAR) issuance fees paid upfront by Integrated Environmental Technology will be deducted from the gross sale proceeds prior to calculating the Brokerage Fee and the County's net revenue.

C. Payment Trigger:

1. Integrated Environmental Technology is compensated only upon successful sale and settlement of credits, in accordance with Scope of Work Item No. 4.

2. If no sale occurs, no brokerage fee is earned.

Exhibit "C" Anti-Human Trafficking Affidavit

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

1. My name is Randall Adkins and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Integrated Environmental Technology, LLC, 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 *coercion* for *labor* or *services*, 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.

Under penalties of perjury, I _____, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Integrated Environmental Technology, LLC
_____
Name of Nongovernmental Entity

Randall Adkins
_____
Printed Name of Affiant

President
_____
Title of Affiant

Randall L Adkins
_____
Signature of Affiant

10/02/2025
_____
Date

Exhibit "D" Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name: Integrated Environmental Technology, LLC does not meet any of the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).

Pursuant to Florida Statutes,§ 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of PROFESSIONAL's Authorized Representative: Randall Adkins

Title of PROFESSIONAL's Authorized Representative: President

Signature of PROFESSIONAL's Authorized Representative: Randall L Adkins

Date: 10/02/2025

TITLE

Professional Services Agreement With SJUR Solutions, Inc., for Video Inspection Pro Software Solution for Building Division (Contract No. 25-PSA01180/JS; Amount: $270,000.00)

BRIEF OVERVIEW

In 2019, the Building Division entered into a Contract with SJUR Solutions, Inc., to implement a pilot program utilizing Video Inspection Pro Software Solution. This is an all-inclusive web-based application used by the contractor to perform on-site video inspections. The software allows for the inspections to be performed remotely in real-time which eliminates the need for the inspector to go to the job site. From 2019 to 2024 sole and single source contracts with SJUR were approved by the BOCC for these services.

A Request for Proposals solicitation for various services for Building Department Plan Reviews - Residential and Commercial, released on February 28,2024, received six (6) proposals. Negotiations with the top ranked firm centered around pricing for remote inspection support services and the Department was unable to align the negotiated pricing to allocated funds in the Department's budget. As such, 24-PS00910 with SJUR Solutions, Inc., was approved by the BOCC in the amount of $275,000 on October 22, 2024.

This proposed contract will be for a term of one (1) year and allow sufficient time to release another RFP for these services. The department estimates an annual spend amount of $270,000.00. This contract also allows for two one-year renewals. A Notice of Intended Single/Sole Source was posted to the Procurement website on September 19, 2025, and no notices of dispute were filed.

The Chief Procurement Officer (CPO) has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funds are available in the following Account:

Expenses:

Fund: 4611 - Hern CO Development Svcs, **Department: 07811** - Building Division, **Account: 5303401** - Contracted Services in the estimated annual amount of $270,000.00.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached professional services agreement with SJUR Solutions, Inc., in the amount of

$270,000.00 for Agreement No. 25-PSA01180/JS.

It is further recommended that the Board authorize the CPO to approve change orders up to budgeted amounts as they become necessary and required.

REVIEW PROCESS

Dennis O'Keefe	Approved	09/29/2025 7:27 AM
Jodi Florio	Delegated	09/30/2025 2:13 PM
Julie Crull	Approved	10/01/2025 4:49 PM
Albert Bertram	Delegated	10/02/2025 9:43 AM
Jodi Florio	Approved	10/02/2025 11:01 AM
Erin Dohren	Approved	10/03/2025 8:40 AM
Carla Rossiter-Smith	Approved	10/16/2025 12:08 PM
Pamela Hare	Approved	10/16/2025 12:21 PM
Melissa Tartaglia	Approved	10/16/2025 2:28 PM
Heidi Prouse	Approved	10/17/2025 12:08 PM
Toni Brady	Approved	10/22/2025 9:26 AM
Jeffrey Rogers	Approved	10/22/2025 11:31 AM
Colleen Conko	Approved	10/22/2025 11:35 AM

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

NOTICE OF INTENDED SINGLE/SOLE SOURCE PURCHASE

Posted: September 19, 2025

Agency: Board of County Commissioners of Hernando County, Florida

Title: SJUR Solutions Remote Video Inspections

Project ID: 25-PSA01180/JS

Vendor: SJUR Solutions, Inc.
1324 Seven Springs Blvd, Suite 301
New Port Richey, FL 34655

Short Description of the Commodity or Service Desired:

All-inclusive web-based software application used by the contractor to perform on-site video inspections.

Total Estimated Amount: $ 270,000

Procurement Department Contact:

Name: Janaya Swanson, Contracting Agent II

Telephone: (352) 754-4020 ext. 24152

Email: jswanson@co.hernando.fl.us

Please be advised that any Vendor who wishes to protest the NOTICE OF INTENDED SINGLE/SOLE SOURCE PURCHASE, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

Last Day for Receipt of Information: October 10, 2025

Posted per Hernando County Government Procurement Department Policies & Procedures

By:_____
Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

HERNANDO COUNTY BUILDING DIVISION
PERMITTING ◆ CONTRACTOR LICENSING

789 PROVIDENCE BOULEVARD ◆ BROOKSVILLE, FLORIDA 34601 ◆ www.HernandoCounty.us
PHONE 352.754.4050 ◆ **FAX** PERMITTING 352.754.4416 ◆ **FAX** CONTRACTOR LICENSING 352.754.4159

August 13, 2025

To: Carla Rossiter-Smith

Subject: Justification for Continued Use of VIP – Video Inspection Program by SJUR Solutions

We write to highlight the compelling reasons for the continued use of **VIP (Video Inspection Program)**, developed and supported by **SJUR Solutions, Inc.**, as our preferred platform for remote video inspections.

---

1. State Vetted and Approved

- VIP has been thoroughly reviewed and approved by the **Building Code Administrators and Inspectors Board (BCAIB)**, providing a solid regulatory foundation. Initial vetting occurred in June 2017, with full adoption across all inspection types confirmed in February 2019. VIP

2. Instant, On-Demand Service

- VIP supports instantaneous, on-demand inspections via live video. Homeowners and contractors simply submit a request—no pre-scheduling—and a Florida-licensed inspector connects within minutes to conduct the inspection. VIP
- Throughout the process, the inspector and contractor remain fully connected, ensuring clarity and responsiveness. VIP

3. Widely Accessible Across Jurisdictions

- VIP is already active in multiple Florida jurisdictions, including Palm Beach and Hernando Counties. Additional jurisdictions are able to adopt VIP by contacting SJUR Solutions at (888) 820-1180 or support@sjursolutions.com. VIP

4. Lower Cost than Competitors

- The VIP platform delivers same-day video inspections at rates significantly lower than competing services, offering cost-effective options for both homeowners and contractors—without compromising on quality or reliability.

5. Seamless Integration with BLDSYS

- Users already have access to our existing inspection software (**BLDSYS**). VIP integrates effectively with BLDSYS, reducing training overhead, minimizing workflow disruption, and preserving continuity.

6. User-Friendly Tools & Support Features

- VIP offers value-added functionality such as:
  - A **Network Tester App** to verify that job-site internet speeds are sufficient for reliable video. VIP
  - A **Contractor Portal**, accessible via the VIP app (vipiciwebprod.azurewebsites.net), allows contractors to create jobs, track documentation, and manage inspection workflows seamlessly. VIP
  - The ability to add designees to accounts, empowering team members to request inspections under controlled access. VIP
  - Optional Bluetooth label printing via the **PuQu Portable Label Printer**, to facilitate on-site tagging and documentation. VIP

Conclusion & Recommendation

Given its regulatory approval, cost-efficiency, real-time capabilities, integration with BLDSYS, and user-friendly tools, **VIP by SJUR Solutions** stands out as the superior solution for video inspections in Florida.

We strongly recommend **continuation of VIP usage** across all applicable projects. Its benefits support operational efficiency, customer satisfaction, and regulatory compliance.

Contact for Further Information

- **SJUR Solutions, Inc.**
- Headquarters: New Port Richey, FL
- Support: (888) 820-1180 | support@sjursolutions.com VIPSignalHire

Should you require demonstrations, pilot tests, or further documentation, SJUR Solutions is readily available to assist.

Thank you for considering this justification. We believe VIP's continued use represents a smart, practical investment for all stakeholders.

Sincerely,

Dennis J. OKeefe
Building Official
Hernando County Development Services
DOkeefe@HernandoCounty.us

Summary of Key Strengths:

- **Regulatory Approval** by BCAIB
- **Instant, Live Video Inspections**
- **Cost Advantage** over competitors
- **FL-Licensed Inspectors** on demand
- **Existing BLDSYS Integration**
- **Robust Feature Set**: Network testing, contractor portal, designees, label printing

Let me know if you'd like adjustments for specific audiences—like homeowners, —or need this customized by jurisdiction or inspection type.

PROFESSIONAL SERVICES AGREEMENT

25-PSA01180/JS

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando
PROFESSIONAL SERVICES AGREEMENT

I. Professional Services Agreement .....

Attachments:

A - Exhibit A Scope of Services

B - Exhibit B Compensation & Expenses

1. PROFESSIONAL SERVICES AGREEMENT

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

Contract No. 25-PSA01180/JS

THIS AGREEMENT made and entered into this day, _____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, 34604, a political subdivision of the State of Florida, hereinafter called the County, and SJUR Solutions, Inc., doing business at 1324 Seven Springs Blvd., Suite 301, New Port Richey, FL, 34655 authorized to conduct business in the State of Florida, hereinafter called the Professional.

W I T N E S S E T H:

SECTION 1.

The County does hereby retain the Professional to furnish certain services in connection with:

Video Inspection Pro Software Solution for Hernando County Building Division.

SECTION 2.

The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to County Administrator shall mean the Hernando County Administrator or his designee.

SECTION 3.

The services indicated in Exhibit “A” to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the County Administrator, and shall be completed within twelve (12) months from the date of issuance of the Purchase Order.

SECTION 4.

The Professional shall provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to this Agreement may request and be granted a conference.

SECTION 5.

In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the request.

SECTION 6.

The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals or other professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other specialists, sub-professionals or professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such specialists', sub-professionals' or other professionals' work, and may not assign or transfer work under this Agreement to other specialists, sub-professionals or professionals unless approved in writing by the County. The Professional shall use only specialists, sub-professionals or other professionals that have been pre-approved by an authorized representative of the County. The County will not, except for services so designated herein, or as approved by the County, permit or authorize the Professional to perform less than the total contract work with other than its own organization.

SECTION 7.

All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

SECTION 8.

All reports prepared or obtained under this Agreement are works made for hire and are the property of the County. The Professional shall make available to the County upon request reproducible copies at direct printing costs, any time during the period of this Agreement. The County has the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written agreement of the parties, said site is the address of the Professional's firm. The Professional shall maintain and make available upon County's request, at all times during the period of this Agreement and for five (5) years after final payment is made, records of costs incurred under the terms of this Agreement The Professional shall provide to the County upon request copies of such documents and records at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all specialists, sub-professionals or other professionals performing work on the project, and all other records of the Professional and specialists, sub-professionals or other professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes, made or received by the Professional in conjunction with this project. Professional's failure to provide such records is grounds for the County's immediate unilateral cancellation of this Agreement.

SECTION 9.

The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement. [START HERE]

SECTION 10.

The County agrees to pay the Professional compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

ProfessionalSECTION 11.

The Professional is employed to render a professional service only and payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with professional consulting practices and principles.

SECTION 12.

The County may terminate this Agreement in whole or in part at any time the interest of the County, in its sole discretion, requires such termination.

a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:

1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;

2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.

b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed. The Professional shall provide to the County copies of all calculations, reports, studies completed to date.

SECTION 13.
Renewal Option (Unilateral): At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or her designee, this Agreement may be unilaterally renewed, for two (2) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Professional in writing no later than thirty (30) days prior to expiration of its decision to exercise the renewal option(s). Any request by the Professional for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise
renewal, and the Professional must provide written evidence based on increased costs to the Professional. Documentation of these increases must be furnished to the County upon request. Any price increase approved by the County shall impose upon the Professional the requirement to advise and extend to the County a price reduction when costs decrease.

SECTION 14.

If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend this Agreement for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of this Agreement shall apply during this interim period.

SECTION 15.

Adjustment of compensation and contract time because of any major changes in the work that become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental agreement(s) may be entered into by the parties accordingly.

SECTION 16.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 17.

The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of $2,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of $1,000,000/$2,000,000; $1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause specialists, sub-specialists and other professionals retained by Professional for the project to procure and maintain comparable insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph. Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the County; per policy provisions and per the standard ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 18.

The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach of violation of this Paragraph (18) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 19.

Unless otherwise required by law or judicial order, the Professional shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 20.

Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees are bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to

work performed under this contract, which standards are hereby incorporated and made a part of this contract as though set forth in full. The Professional shall incorporate the provisions of this paragraph in any subcontract into which it enters with reference to the work performed.

SECTION 21.

The County reserves the right to suspend, cancel or terminate this Agreement without penalty in the event one or more of the Professional's corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. In the event of such termination, the Professional shall immediately deliver to the County reproducible copies of all documents prepared or obtained under this Agreement in conformity with the provisions of Paragraph (8) hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought has the indictment or direct information dismissed or is found not guilty, the County Administration shall immediately lift the suspension of qualifications.

SECTION 22.

Professional shall indemnify and hold harmless the County and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of this Agreement.

SECTION 23.

All notices required to be served on the Professional shall be served by registered or certified mail, return receipt requested, to Professional's address, and all notices required to be served upon the County shall be served by registered or certified mail, return eeceipt requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 24.

The Professional shall allow the County or its designated representative, upon reasonable notice by the County, to audit the Professional's records that relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between the County and the Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to the work under this Agreement.

The Professional shall allow the County or its designated representative to reproduce any of the aforementioned documents pertaining to the work under this Agreement.

SECTION 25.

Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES AT EVERY LEVEL OF THE LITIGATION. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUCH LITIGATION.

SECTION 26.

E-VERIFY- Contractor must have legally Authorized Workforce.

Professional is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, the Professional represents and warrants (a) that the Professional 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, (b) that all of the Professional's employees are legally eligible to work in the United States, and (c) that the Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

Legitimate claims of the Professional's use of unauthorized workers must be reported to both of the following agencies:

The County's Procurement Department at (352) 754-4020: and

ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Professional's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, take any or all of the following actions: (a) demand that the Professional cure this deficiency within a specified time frame; immediately terminate this Agreement without any cost or penalty to the County; debar the Professional from bidding on all County contracts for a period up to twenty-four (24) months; take any and all legal action deemed necessary and appropriate.

Professional shall incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.

Establish a written hiring and employment eligibility verification policy.

Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of

documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.

Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

Establish a program to assess subcontractors' compliance with employment eligibility verification requirements.

Encourage subcontractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.

Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 27.

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 28. Attachments:

Exhibit A "Scope of Services"

Exhibit B "Compensation and Method of Payment"

1.1. Signatures

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

_____	_____
Mark Bell CEO – SJUR Solutions, Inc.	Brian Hawkins Chairman Hernando County Board of County Commissioners
10/13/2025 _____Date	_____Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

EXHIBIT A:

Scope of Services

Services:

a) Video Inspection Pro (VIP) application
b) Linked documentation feature
c) Guide users through processes based on type of inspection
d) Customization for individual user roles
e) Biometrics identification of applicable inspector licenses
f) No limit of number of users
g) Recordings and archives of every inspection performed
h) Secure URL for records requests
i) 10-year records storage
j) Google map real-time integration
k) Job site location confirmation (Latitude and Longitude)
l) Inspection Records with still images and notes
m) Instant notification of inspection results via email to the contractor
n) Jurisdictional feedback of results through integrated API communication
o) In-app notifications of new inspections in the queue
p) Auto-routing of work to applicable inspectors
q) Contractor Management
r) Reports and Dashboards with inspection history

EXHIBIT B:

Compensation and Method of Payment

Compensation:

$4,000.00	Minimum Billing of 200 video inspections per month (regardless of actual number of inspections performed)
$20.00	Per inspection fee in excess of 200 inspections per month
$7.00	Upcharge if licensed inspector from SJUR conducting the inspection
$22.00	Upcharge if licensed inspector from SJUR is used for field work

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.fund='4611' and expledgr.key_orgn='07811' and expledgr.account='5303401'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4611 HERN CO DEVELOPMENT SVCS
DEPARTMENT-07811 BUILDING DIVISION
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5303401	CONTRACTED SERVICES	569,790.00	.00	.00	.00	569,790.00	.00
	TOTAL * OPERATING EXPENSES	569,790.00	.00	.00	.00	569,790.00	.00
	TOTAL BUILDING DIVISION	569,790.00	.00	.00	.00	569,790.00	.00
	TOTAL HERN CO DEVELOPMENT SVC	569,790.00	.00	.00	.00	569,790.00	.00
TOTAL REPORT		569,790.00	.00	.00	.00	569,790.00	.00

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 16208
Legal Request Number:
Bid/Contract Number: 25-P0191L

TITLE

Utilization of Sourcewell Contract With Sun State International Trucks, Inc., for Vehicle Parts and Supplies and Contractor Operated Parts Store (Contract No. 25-P0191L; Amount: $4,500,000.00)

BRIEF OVERVIEW

On July 15, 2025, Hernando County Fleet Department submitted a request to the Procurement Department to piggyback Original Equipment Manufacturer (OEM) Vehicle Parts and Supplies with Sourcewell, Contract No. 080124-NVS; Hernando County File No. 25-P0191L, with Sun State International Trucks, Inc., for Vehicle Parts and Supplies and Contractor Operated Parts Store, and with a contract expiration date of November 14, 2028.

Sourcewell completed an Addendum for Dealer Provided Labor as the Pilot County with Sun State International Trucks, Inc.

The Contract provides for three (3) additional one (1) year renewal periods. If approved for award the County will terminate its existing contract for these services.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding will be from budgeted funds in the estimated amount of $1,500,000.00 per Fiscal Year in the following:

Fund: 5071 - Vehicle Maintenance, **Department: 08021** - Vehicle Maintenance, **Account: 5303401** - Contract Services in the amount of **$84,000.00**

Fund: 5071 - Vehicle Maintenance, **Department: 08021** - Vehicle Maintenance, **Account: 5305212** - Operating Supplies Parts in the amount of **$1,416,000.00**

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached agreement utilizing OEM vehicle parts and supplies with Sourcewell, Contract No. 080124-NVS; Hernando County File No. 25-P0191L, with Sun State International Trucks, Inc., for vehicle parts and supplies and contractor operated parts store; in the amount of $4,500,000.00 with an estimated annual spend of $1,500,000.00.

It is further recommended the Board authorize the Chief Procurement Officer to renew the

contract with the same terms and conditions and approve change orders as they become necessary and required up to annual budgeted amounts.

REVIEW PROCESS

Douglas Livermore	Approved	08/28/2025 7:57 AM
Gordon Onderdonk	Approved	08/29/2025 10:08 AM
Erin Dohren	Approved	08/29/2025 10:29 AM
Albert Bertram	Approved	09/05/2025 3:26 PM
Carla Rossiter-Smith	Approved	09/24/2025 1:25 PM
Pamela Hare	Approved	09/25/2025 10:22 AM
Michael Cowan	Approved	10/07/2025 2:34 PM
Heidi Prouse	Approved	10/07/2025 3:08 PM
Toni Brady	Approved	10/09/2025 8:33 AM
Jeffrey Rogers	Approved	10/22/2025 11:33 AM
Colleen Conko	Approved	10/22/2025 11:38 AM

Board of County Commissioners

AGENDA ITEM

Meeting: 01/29/19 09:00 AM
Department: Purchasing & Contracts
Prepared By: Diane Kafrissen

Initiator: James Wunderle
DOC ID: 15271
Legal Request Number:
Bid/Contract Number:

TITLE

Utilization of Contracts and Agreements With Sourcewell Previously Known as National Joint Powers Alliance

BRIEF OVERVIEW

On September 19, 2017 Purchasing and Contracts Department obtained Board use approval to piggy-back nationally awarded contracts of National Joint Powers Alliance (NJPA), Doc. Id. No. 13525.

On May 15, 2018 the NJPA Board of Directors voted to approve changing the organization's name from: National Joint Powers Alliance (NJPA) to Sourcewell. Sourcewell recognized the Memberships, Contracts and Agreements entered into with NJPA as valid and on-going.

Hernando County Purchasing and Contracts would like authorization from the Board of County Commissioners on-going use approval of the Sourcewell Contracts and Agreements annually. Multiple departments will be utilizing these contracts and agreements.

FINANCIAL IMPACT

Funds will be available from various Hernando County Departments as FY funding is budgeted and not to exceed budgeted line item amounts. Department purchases can only be performed with available department budgets.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

Staff recommends use approval for Hernando County Purchasing and Contracts Department for all current and future Sourcewell Contracts and Agreements for County-wide department use. Use approval will be on-going until terminated.

It is understood that purchases under $35,000.00 (the Advertised Bid Requirement-ABR) will be performed by the Chief Procurement Officer. Any County department purchase request that exceeds the ABR, will be brought to the Board as an Agenda

Item for Purchase Approval against the Sourcewell Contact.

REVIEW PROCESS

James Wunderle	Completed	01/16/2019 3:44 PM
Michelle Bishop	Completed	01/18/2019 10:28 AM
George Zoettlein	Completed	01/18/2019 11:12 AM
Sue Bishop	Completed	01/22/2019 3:24 PM
Maureen Sikora	Completed	01/22/2019 3:34 PM
Jenine Wimer	Completed	01/24/2019 8:56 AM
Leonard Sossamon	Completed	01/24/2019 10:31 AM
Tina Duenninger	Completed	01/24/2019 2:55 PM
Board of County Commissioners	Completed	01/29/2019 9:00 AM

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Steve Champion, Commissioner
SECONDER:	Wayne Dukes, Commissioner
AYES:	Holcomb, Mitten, Allocco, Champion, Dukes

Docusign Envelope ID: C63C0C25-3171-46C6-9256-6587D705C9C3

MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Navistar Inc. dba Fleet Charge

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar Inc. dba Fleet Charge, 2701 Navistar Dr., Lisle, IL 60532 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: C63C0C25-3171-46C6-9256-6587D705C9C3

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.

   a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
      i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
      ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

Docusign Envelope ID: C63C0C25-3171-46C6-9256-6587D705C9C3

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/12/2024 | 12:21 PM CST

Navistar Inc. dba Fleet Charge

Signed by:
Andrew Giesler
By: _____
2F34153589524FD...
Andrew Giesler
Title: Director of National Accounts
Date: 11/12/2024 | 12:16 PM CST

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RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name:	Navistar Inc.
Does your company conduct business under any other name? If yes, please state:	OH
Address:	2710 Navistar Dr. Lisle, IL 60532
Contact:	Andy Giesler
Email:	andrew.giesler@navistar.com
Phone:	614-507-7560
Fax:	614-507-7560
HST#:	36-1264810

Submission Details

Created On:	Thursday June 13, 2024 14:15:26
Submitted On:	Tuesday July 30, 2024 16:13:42
Submitted By:	Andy Giesler
Email:	andrew.giesler@navistar.com
Transaction #:	9f60e55a-78f5-4624-be09-e185fa91eac9
Submitter's IP Address:	136.226.109.109

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Andrew Giesler	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Navistar, Inc. dba Fleet Charge	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8	*
5	Provide your NAICS code applicable to Solutions proposed.	336120 336390	
6	Proposer Physical Address:	2701 Navistar Dr. Lisle, IL 60532	*
7	Proposer website address (or addresses):	www.navistar.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	6. Andy Giesler Director of National Accounts 2701 Navistar Dr. Lisle, IL 60532 Andrew.giesler@navistar.com 614-507-7560	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	6. Andy Giesler Director of National Accounts 2701 Navistar Dr. Lisle, IL 60532 Andrew.giesler@navistar.com 614-507-7560	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Raymond Beriau Pricing Director 2710 Navistar Dr. Lisle, IL 60532 raymond.beriau@navistar.com 331-332-3834	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Navistar and under its previous corporate name, International Harvester Company, had produced school buses beginning in the early 1900's. Navistar itself traces its roots back to Cyrus McCormic and the invention of the mechanical reaping machine in 1831. This key piece of agricultural equipment allowed expansion into more pieces of farm equipment and industrial growth thought the 1800's. As the 20th Century dawned McCormick merged with other farm equipment manufactures to form the International Harvester Company headquartered in Chicago, IL. Quickly they saw the need for further expansion and market need developing the International branded truck, including school buses. In more modern history, the farm equipment business was sold and Navistar was chosen for the new Corporate name which focused on trucks, buses, and engines. Today the company builds IC Bus products and International branded trucks. Both IC Bus and International trucks have the largest dealer network in the U.S. and Canada. Navistar has also recently partnered with Love's Truck Stops to further assist in providing service. Fleet Charge, Navistar's proprietary parts and service purchasing program was launched in 1987 to facilitated consistent parts pricing across the International Truck and IC Bus dealer network in the U.S. and Canada. Navistar currently operates 7 Parts Distribution Centers with one slated to open in the Pacific Northwest in late 2024, 600 dealer locations with 7,500 bays and 8,500 technicians. Navistar is wholly owned by Traton Group, which operates four brands globally. Scania, MAN, Navistar, and Volkswagen Truck and Bus. The Traton Group is one of the world's leading manufacturer of commercial vehicles. The Group's portfolio consists of trucks, buses, and light-duty commercial vehicles, as well as the sale of spart parts and customer services. Navistar, Inc. ("Navistar") is reimagining how to create more cohesive relationships, build higher-performing teams and find solutions where others don't. Based in Lisle, Illinois, Navistar or its subsidiaries and affiliates produce International® brand commercial trucks and engines, IC Bus® brand school and commercial buses, all-makes OnCommand® Connection advanced connectivity services, and Fleetrite®, ReNEWeD® and Diamond Advantage® brands aftermarket parts. With a history of innovation dating back to 1831, Navistar has more than 14,500 employees worldwide and is a member of TRATON SE, a global champion of the truck and transport services industry. Navistar's vision is to accelerate the impact of sustainable mobility. This is our guiding star and informs all future decisions.	*
12	What are your company's expectations in the event of an award?	Navistar's expectations are to become a preferred supplier for bus and truck parts to the Sourcewell membership via it's Fleet Charge program.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Navistar is owned by Traton SE. The commercial vehicle business of Volkswagen. Sales in 2023 for Traton were 46B Euro. Traton has access to more than 4.3B Euro in credit and has 1.7B euro cash on hand. Traton has a Standard and Poor's long-term rating of BBB and a Moody's long term rating of Baa2. Traton investor relation website can be found at: https://ir.traton.com/en/	*
14	What is your US market share for the solutions that you are proposing?	There is currently no third-party matrix that measures parts market share. Class 6-8 trucks Navistar has 21% market share in 2024 for North America. IC Bus has 42% market share in 2024 for North America, and 35% for Government.	*
15	What is your Canadian market share for the solutions that you are proposing?	There is currently no third-party matrix that measures parts market share. Class 6-8 trucks Navistar has 21% market share in 2024 for North America. IC Bus has 42% market share in 2024 for North America, and 37% for Government.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Navistar has never filed or petitioned for bankruptcy protection in their 100+ year history.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Navistar is a Truck and Bus manufacturer. We sell to our dealer channel who would be the member selling point. International Truck and IC Bus dealers are independently owned and operated. Navistar Dealers operate with a Sales and Service agreement administered by Navistar. The agreement sets fourth standards and conditions that they agree to operate within. Sales representatives of the dealerships are employees of the dealership and hold all necessary licenses required by state and local authorities. IC Bus employes Parts Sales Managers to work with the dealers in a state of continuous improvement to augment the dealer capability.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State and local governments regulate our dealer businesses and their legal ability to go to market. Navistar requires the International Truck and IC Bus dealers to meet these requirements in order to sell buses within their defined territory. All International Truck and IC Bus dealerships hold the required licenses and requirements to conduct business.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Navistar has not been subject to “Suspension and Debarment” in the past 10 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Edmonton PDC number one for top preforming warehouses in the Truck and Heavy Equipment category for the past 6 years in a row. ISO 14001 Compliant: Tulsa, OK Bus Plant Springfield, OH Truck plant Escobedo, Nuevo Leon, Mexico Truck Plant Huntsville, AL, Engine Plant Melrose Park, IL Engineering Center Santo Amaro, Sao Paulo, Brazil, Engine Plant Jesus Maria, Cordoba, Argentina, Engine Plant ISO 9001:2015 Certification: Certified Sites: Multi-Site Certifications #FM72225 Lisle, IL – Navistar, Inc. World Headquarters, Incl. Corporate Support and Product Engineering Melrose Park, IL – Navistar, Inc. IPD/Engineering New Carlisle, IN – Navistar Proving Grounds Escobedo, Mexico – Navistar Inc. Escobedo Assembly Plant Springfield, OH – Navistar, Inc. Springfield Assembly Plant Huntsville, OH – Navistar Big Bore Diesel Plant	*
21	What percentage of your sales are to the governmental sector in the past three years.	US market share for government sector over the past three years 2021 – 25% 2022 – 20% 2023 – 20%	*
22	What percentage of your sales are to the education sector in the past three years.	US market share for education sector over the past three years 2021 – 40% 2022 – 42% 2023 – 40%	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Navistar Parts holds no state, provincial or cooperative agreements in the government sector.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	All GSA contracts or supplier agreements within the network are managed directly by the local, independently owned International Truck or IC Bus dealership. Navistar has no standing contracts in place.	*

Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Iowa Department of Transportation	Jody McNotten	515-239-1173	*
City of Kingston, Ontario	Gord Warner	613-546-4291	*
City of Tulsa	Brian Erickson	918-591-4068	*
Hagerstown Community College	Jack Drooger	240-500-2453	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Navistar will assign a national account manager to support the relationship with Sourcewell and manage communication and engagement with the Sourcewell members. Additionally, each dealership is covered by a PSM who the NAM will work with and is assigned a local area of responsibility and maintains an inside and outside parts sales team to assist local Sourcewell members. This collaboration between the PSM's and the NAM's in Navistar will ensure that communication and work to drive business through Sourcewell will be met on all aspects of the business.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Navistar has the largest dealer network of any original equipment truck manufacturer in the United States and Canada with over 696 International locations, In addition, Navistar has a service agreement in place with 383 of the Love's Travel Stops and Speedco network, adding additional points of light for light service and repairs.	*
28	Service force.	The International Truck and IC Bus dealer network includes 7,500 Service Bays and 8,500 highly trained, certified technicians, and over 1050 service locations in North America. In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise. To attain diamond Edge certification dealers must pass rigorous parts and service guideline, including the time it takes for a customer to get their truck diagnosed, repaired and back on the road. Certification is awarded once a dealership achieves a minimum of 4 out of 5 diamonds. Each diamond represents the dealers' commitment to: Continuous Improvement, Unparalleled Expertise, Technology Adoption, Maximum Uptime, and Repair Velocity.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All parts orders for Sourcewell members will be handled through our independent International Dealers. All invoices must be charged through a Sourcewell Fleet Charge account to ensure the Sourcewell pricing with the member.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Navistar will assign a national account manager to the source well account to help communicate the program and build a strong lasting relationship with source well and its members. In addition, each dealership with the international truck and IC bus network has assigned area of responsibility to ensure source well members within their territory are supported on a day-to-day basis. Navistar maintains hey customer service team to support our dealerships through ordering shipping or inventory management concerns. Additionally, the fleet charge program has a dedicated credit and customer service staff designed to support participating members through their use of the program. All fleet charge customer support inquiries receive an initial response within one business day and are brought to resolution within three business days, our credit team works with customers and dealers to bring any invoice disputes to resolution average time to close a dispute is 4.5 days.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Navistar would be happy to welcome Sourcewell members to our list of participating fleet charge customers in the United States. Our dealer network, sourcing and billing and reporting capabilities are all in place and fully functioning to support new members day one.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Navistar would be happy to welcome Sourcewell members to our list of participating fleet charge customers in the United States. Our dealer network, sourcing and billing and reporting capabilities are all in place and fully functioning to support new members day one.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Based on our current dealer and distribution network Navistar does not foresee an issue supporting source well members in any US or Canadian geographic area a map displaying the distribution of our international and truck and IC bus dealerships is included in a fleet charge proposal in the attachment section a complete list of international truck and IC bus dealer locations can be found at https://www.internationaltrucks.com/dealer-locator	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no limitations to Navistar's ability to service participating source well members across the government education and not-for-profit sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Fleet charge has participating dealer locations in Fairbanks and anchorage AK as well as Kapolei Hawaii Bayamon Ponce and Toa Baja in Puerto Rico. Navistar has standing service and delivery agreements in place with these dealer locations, and they have historically served fleet customers within each of their areas of responsibility well.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Our proposed pricing and payment terms will be extended to all Sourcewell members.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Marketing Plan • Put award information in social media dealer and customer communications plus messaging to TEM's that are in diamond partner program • Joint marketing effort with NCL muni finance that uses LinkedIn plus YouTube videos • Utilize Sourcewell banners and materials at trade shows and regional events include Andy Campbell in meetings with dealers, sales teams and members • Utilized source well materials contract award materials and NCL materials on the sales and marketing Resource Center with the dealer reps • Provide dealers with an updated source well membership list use parts program as opportunity to sign up members to Sourcewell • Co-op funds for dealers to hold source well events • Participation in local events set up by Sourcewell	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	International has a Sourcewell Website htttps://www.internationaltrucks.com/sourcewell that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 4 years targeting government and non-profit agencies back to this page. We use blended customer database to identify and conduct outreach campaigns that include eCRM/email. Outbound Telemarketing, direct mail, etc.… We adhere to CAN-SPAM regulations and related requirements for outbound and direct mail campaigns. These efforts have helped us realize double digit YoY growth with the Sourcewell membership.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We rely on Rachel Delaney at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings, and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell the members and our dealers.	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	See appendix B for our flyer. Our primary e-commerce tool is our OnCommand Parts Information powered by RepairLink. Below are some of the primary features: • VIN-Based Search • No Navistar login required (contact you dealer for details) • New Intuitive design • Samat Device Enabled • Search and purchase aftermarket parts • Order online 24/7 with preferred dealerships • View best-in-class part illustrations and technical diagrams • Get real-time online order updates • Use on tablet, mobile, or multi-browser RepairLink is the easiest way to facilitate e-commerce transactions with Sourcewell customers. Orders are serviced not by some regional hub but by the same local International Dealer Network who has material on the shelf and can provide immediate parts and service to our customers. We already have several government and municipal customers utilizing this tool today. The incorporation of a Sourcewell program and continue to make use of the RapairLink tool for their ordering needs. Additionally, Navistar does have the ability to integrate procurement systems with customers in some limited situations.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every international truck sold to Sourcewell membership comes with international “Silver Package” the silver package provides member with two years of online parts and service information including all service bulletins and I know technical help as well as health history information this is a $1500 value at no charge service training is not standard or included with the product training can be done online some is fee based and some may be available through the local dealers university website portal training done in person or at a Navistar training center does have fees involved. These fees would be the same fees a dealer would pay between the selling dealer and equipment provider product operation training should be done at time of delivery all parts bought through Navistar carry a 12-month warranty on the part if that part is purchased and installed by an authorized Navistar service provider the labor would also be included. international 360 provides revolutionary service communications and fleet tools that put all service information together on site there is a link for international 360. https://www.internationaltrucks.com/I360	*
42	Describe any technological advances that your proposed Solutions offer.	Fleet Charge includes access to a web portal which provides easy access to all invoice copies for up to three years and custom reporting capabilities to pull part level vin level and location level purchase information into .CSV or .XML formats for data mining additionally Sourcewell users can access their current account status and year to date savings information at any time. Navistar also offers several additional programs that can be made available to source well members such as service partner which streamlines communications between source well members and the dealership for repair estimates and ensures service operations are billed then specified guaranteed hours. Additional programs include: International 360 (I360) – A revolutionary service communications and fleet tool that puts all service information together in one site. OnCommand Connection – Remote Diagnostics Repair Advocate – Service Communications Parts Information – VIN Based parts Catalog and Online parts ordering Service Information – Manuals & Information Service Partner – Standardized estimates Education Portal – Training Systems Fleet maintenance Tracking	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	In 2024 all Navistar major manufacturers facility successfully maintain ISO 14,001 certifications each of these locations were able to demonstrate that the environmental goals set by the organization are either met or on track exhibiting the company's commitment to continual improvement now to start promotes active site energy conservation teams and has challenged its facilities to reduce their electric consumption loads and load ratios by 4% year over year. In 2024 Navistar through its recycling contractor sent for reuse between 75% and 100% depending on equipment category of IT equipment including personal computers laptops LCD screens server’s printers and other networking equipment this effort resulted in a product similarly 35,000 lbs. of e-waste processed 800 lbs. of toxic metals that approximately 45,000 lbs. of GHG emissions. Navistar's Chicago area sites utilize the assistive technology exchange network to recycle e-waste the ATEN refurbishes and recycles donated computers and distributes them to individuals with disabilities each year ATN provides Illinois students in a special education program with computers related equipment donated by individuals and corporations diverting hazardous waste from Illinois landfills. Navistar’s PDC's reduced the use of packaging materials by increasing the use of returnable containers for the shipment of parts Navistar has an extensive parts where manufacturing program annually processing over 60 million pounds of parts materials Navistar sells and distributes remanufacture parts under their renewed and Fleetrite brands with approximately 11,300 different active part numbers for parts that can be remanufactured our remanufacturing program is based on an exchange system where customers return a used component known as a core in return for remanufactured product. some remanufactured products can be reused as many as nine times Navistar utilizes 4 central core return facilities located in Springfield, MO; Franklin, IN; cut Querétaro, Mexico; and Hannon, Ontario, which gives us an infrastructure designed to make it easy on dealers and customers to return used truck parts the return parts are used in our remanufacturing programs or for recycling in addition we have programs to recycled cardboard pallets and other packaging material Navistar maintains programs to incentivize the return of use parts core for remanufacturing can save energy and raw materials compared with new parts The results of Navistar's pollution preventing prevention and recycling efforts are also reflected in the company's toxic release inventory form R Reports the company reported 192,435 lbs. of production related waste material in its (TRI) form R reports for 2023 TRI data for 2024 will be available July 1st, 2024, based on US EPA reporting guidelines.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024. Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets. Navistar's decarbonization effort is to move away from product fossil fuels. Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. this target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% and 2022. On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business. Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part. According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured. In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents A slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company. Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels. Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report * 44 Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. "Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve, and knowledgeable sales professionals at the International dealerships to serve Sourcewell members. International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcewell. They have an award-winning parts distribution system as members keep power units in service far longer than commercial applications do. Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines. International also has joint marketing and Sourcewell promotion through NCL Municipal Financing and a parts program tailored to Sourcewell. These features make International a strong player in the trucking industry.	*

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	We are committed to diversity both internally within our workforce and externally within our supplier base. We instituted our supplier diversity program to bring awareness and emphasis to our practices and to provide a competitive edge with our customers 30 years later we continue to grow our commitment and purchases from our diversity business partners we embrace diversity as a way of business. In this spirit our supplier diversity program is designed to develop and foster strategic supplier relationships with companies owned by minorities women and veterans as well as small business enterprises. Our vision is to develop strong foundation of a highly qualified suppliers that can provide us with exceptional products and services. At Navistar diversity is not only the right thing to do it's the prudent thing to do. Our focus on diversity will continue to be an integral part of our business strategy. Navistars Diversity Spend: 2019 $927,000,000 2020 $1,000,000,000 2021 $950,000,000 WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM Small Business Baseball business refers to a US for profit business that meets the US small business administrations established numerical definition of a small business or size standards. For more information visit //www.sba.gov/content/am-i-small-business-concerm. Minority-Owned Business A minority owned business refers to a business that is at least 51% owned controlled and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian black Hispanic or Native American. Woman-Owned Business A woman owned business refers to a business that is at least 51% owned controlled and operated daily by a woman. Veteran-Owned Business A veteran owned business refers to a business that has at least 51% owned controlled and operated on a daily basis by veterans a veteran is a person who served as active duty within the US Army Air force Navy Marine Corps or Coast Guard who was discharged or released under conditions other than dishonorable reservist or members of the National Guard called to federal active duty or disabled from a disease or injury occurred or aggravated in the line of duty while in training status also qualify as a veteran. Service-Disabled Veteran Owned Business A service-disabled veteran owned business refers to a business that is at least 51% owned controlled and operated daily by service-disabled veterans or in the cause case of a veteran with a permanent and severe disability a spouse or a permanent caregiver of such a veteran and some businesses may be owned and operated by an eligible surviving spouse.

				A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans affairs establishing a service-connected rating between 0 and 100% or disability determination from the Department of Defense. Reservist or members of the National Guard disabled from a disease or injury occurred or aggravated in the line of duty or while training status also qualify. 8(a) Certified Business An 8(a) certified business refers to a business that participates in the 8(a)-business development program which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. For more information visit: //www.sba.gov/content/8a-business-development-0 Small Disadvantaged Business A small, disadvantaged business refers to a small business that is at least 51% owned controlled and operated on a daily basis by one or more disadvantaged persons a disadvantaged person includes Black, Hispanic, Native, Asian, Pacific, and Subcontinent Asian Americans. For more information visit //www.sba.gov/contenl/unde rslanding-hubzone-program. AbilityOne Qualified Nonprofit Agency An AbilityOne qualified nonprofit agency refers to a nonprofit agency that participates in the AbilityOne program to participate in the AbilityOne program nonprofit agencies must associate with either NIB, National Institutes for the blind or NISH. The AbilityOne program is a federal initiative to help people who are blind or who have other significant disabilities find employment. For more information visit: //www.abilityone.gov. CERTIFYING ORGANIZATIONS National Minority Supplier Development Council (NMSDC) Regional Affiliates 1359 Broadway Suite 1000 New York, NY 10018 Tel: 212-944-2430 Small Business Administration's 8(a) and Small Disadvantaged Business Programs 409 3rd St., SW Washington, D.C. 20036 Tel: 202-872-5515 Chicago Minority Supplier Development Council (CMSDC) 216 W. Jackson Blvd., Suite 600 Chicago, IL 60606 Tel: 312-755-8880 Canadian Aboriginal and Minority Supplier Council 282 Richmond St. East, #101 Toronto, Ontario MSA 1P4 Tel: 90 79-1114 Women's Business Development Council (WBDC) 8 South Michigan Ave. 4th Floor Chicago, IL 60603 Tel: 312-853-3477 SECOND-TIER PROGRAM At Navistar we believe that in order to remain competitive and profitable in the 21st century we must engage in business activities with diverse suppliers and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development we have implemented a second-tier reporting system which requires all prime suppliers with the contracts of $650,000 or more to report their diversity spend quarterly directly into our database this is considered our second tier spend to begin reporting second tier spend please complete Navistar's supplier diversity registration.
47		Minority Business Enterprise (MBE)	(•) Yes ( ) No	A minority owned business refers to a business that is at least 51% owned controlled and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian black Hispanic or Native American.

48		Women Business Enterprise (WBE)	◉ Yes ○ No	A woman owned business refers to a business that is at least 51% owned controlled and operated daily by a woman.
49		Disabled-Owned Business Enterprise (DOBE)	◉ Yes ○ No	
50		Veteran-Owned Business Enterprise (VBE)	◉ Yes ○ No	A veteran owned business refers to a business that has at least 51% owned controlled and operated on a daily basis by veterans a veteran is a person who served as active duty within the US Army Air force Navy Marine Corps or Coast Guard who was discharged or released under conditions other than dishonorable reservist or members of the National Guard called to federal active duty or disabled from a disease or injury occurred or aggravated in the line of duty while in training status also qualify as a veteran.
51		Service-Disabled Veteran-Owned Business (SDVOB)	◉ Yes ○ No	A service-disabled veteran owned business refers to a business that is at least 51% owned controlled and operated daily by service-disabled veterans or in the cause case of a veteran with a permanent and severe disability a spouse or a permanent caregiver of such a veteran and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans affairs establishing a service-connected rating between 0 and 100% or disability determination from the Department of Defense. Reservist or members of the National Guard disabled from a disease or injury occurred or aggravated in the line of duty or while training status also qualify.
52		Small Business Enterprise (SBE)	◉ Yes ○ No	
53		Small Disadvantaged Business (SDB)	◉ Yes ○ No	
54		Women-Owned Small Business (WOSB)	◉ Yes ○ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Fleet Charge sends billing statements every other Wednesday. Payment Terms are 30 days net from statement date. The Fleet Charge statement may be paid via P-Card, but there is a convenience fee charged at processing for this method of payment. The convenience surcharge is 3.25% for US dollar (USD) payments and 5.25% for Canadian Dollar (CAD) payments. Other acceptable methods of payment are ACH, EFT, Automatic Draft, and Check.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	There are no leasing or financing options on any parts purchases through Navistar.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All participating members would open a fleet charge account directly with Fleet Charge (Sourcewell-specific online application will be provided). There are 1000 plus International Truck, IC Bus, Loves, and Speedco locations across the US and Canada that except the Fleet Charge account as payment method. Source well members may purchase directly through their dealerships or through our online e-commerce tool using their Fleet Charge account as a payment method. Parts pricing is validated through Fleet Charge prior to member billing, and Sourcewell member will then submit payment to fleet charge for all invoices on their consolidated biweekly billing statement.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The Fleet Charge statement may be paid via P-Card, but there is a convenience fee charged at processing for this method of payment. The convenience surcharge is 3.25% for US dollar (USD) payments and 5.25% for Canadian Dollar (CAD) payments. Other acceptable methods of payment are ACH, EFT, Automatic Draft, and Check.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Navistar will invoice based upon current published pricing in the PL310 PDC and PL322 direct ship national fleet price catalogs in effect at the time of transaction. This is the MSRP recommended for fleets with more than 500 power units. In addition, Navistar will provide additional product category discounts off the base MSRP as included in the attachments. Note: Navistar does not provide any price guarantee on cores. Core pricing is not included in the MSRP price.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage discount will vary by product category, but ranges from 3% to 20% off MSRP.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Rebate will be resubmitted to Sourcewell and not to individual members. Navistar will provide Sourcewell a 2% rebate quarterly on all product sourced from Navistar Parts Operations and purchased from International Truck and IC Bus dealers through Fleet Charge. These products are included (and reported) in the parts International column of the biweekly fleet charge billing statement.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All parts sold through international truck and IC Bus network are previously sourced. We do not anticipate the need to facilitate additional “sourced” products. Service can be preformed at local dealer at local dealership rate and not marked up by Navistar	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Fleet Charge has the ability to customize any purchase report that the Sourcewell member would like. This includes sales history by part, category, day, week, month, year, ect.	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any parts cost are included in this proposal. Freight may be charged for expediated parts delivery, and is controlled by the dealership and not Naivstar.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping only incurs additional cost if the part shipping is expediated. Our International dealers do not charge freight for any parts in stock at their dealerships, nor does Naivstar charge any freight for parts at a Navistar parts distribution center.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fleet Charge has participating dealers in Alaska, Hawaii, Puerto Rico, and Canada. Navistar supplies parts to its dealer network for sale. All additional charges such as freight, or labor associated with part installation, are negotiated directly with the associated dealership.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fleet charge has participating dealer locations in Fairbanks and Anchorage, AK as well as Kapolei Hawaii Bayamon Ponce and toa Baja in Puerto Rico. Navistar has standing service and delivery agreements in place with these dealer locations, and they have historically served fleet customers within each of their areas of responsibility well. These locations along with our award winning parts distribution centers across North America, is set up to deliver parts anywhere across North America.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Fleet Charge is Navistar’s proprietary audit system. It is managed by a third-party transaction processor with specific expertise in managing custom pricing Programs, transaction and audit tracing and reporting. Data output from our transaction processor is transmitted to Navistar daily and is monitored by our analysis to identify any possible anomalies. Our parts finance team reviews the sales activities against rebate objectives on a monthly basis to ensure alignment within business objectives.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Navistar will track the number of Sourcewell Fleet Charge accounts we open yearly. Navistar will track the sales to each of those accounts and measure the sales against prior year sales. If Navistar notices an account not using the program, we will work with that member on utilization of the Sourcewell Fleet Charge program.	*

70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Navistar will provide Sourcewell a 2% rebate quarterly on all products sourced from Navistar Parts Operations and purchased through International Truck and IC Bus dealers through Fleet Charge. These products are included (and reported) in the "Part's International" column of the biweekly fleet charge billing statement.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please reference the pricing attachment.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Navistar distributes more than 2.5-million-part SKU's from top branded suppliers to its International Truck and IC Bus dealer network. In addition, Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, drive line, cooling, fluids and chemicals, transmissions, trailer accessories, crash parts, suspension, steering, HVAC, and safety equipment through its fleet right brand of products. National Fleet pricing is guaranteed to Sourcewell members participating in the fleet charge program. In addition, percentage off national fleet discounts will be provided at the point of sale according to the product category supplied in the pricing attachment.	*
73	Identify the vehicle makes for which your offered parts are considered OEM.	All International brands, Volvo, Paccar, and Daimler.	
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Diesel, electric, and CNG.	
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	Fleet Charge includes access to a web portal which provides easy access to all invoice copies for up to three years and customer reporting capabilities pull part-level, vin-level, and location level purchase information into a .csv or .xml formats for data mining. Additionally, Sourcewell users can access their account current account status and year to date savings information at any time. Navistar also offers a number of additional programs that can be made available to Sourcewell members, such as Service Partner which streamlines communication between Sourcewell members and the dealerships for repair estimates and ensure service operations are billed within specific, guaranteed hours. Additional Programs Include: International 360 (I360) – A revolutionary service communications and fleet tool that puts all service information together in one site. OnCommand Connection – Remote Diagnostics Repair Advocate – Service Communications Parts Information -VIN based parts Catalog and Online Parts Ordering Service Information – Manuals and Information Service Partner- Standardized Estimates Education Portal – Training Systems Fleet Maintenance Tracking	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Navistar has a proprietary brand known as Fleet Rite. Fleet Rite has been around for over 40 years and has over 50 product lines and over 10,000 part numbers. More than 6 product lines are first fit on International trucks. Fleet Rite is as good as or better than many other brands in the industry.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	○ Yes ◉ No	Navistar does not offer automobile parts.	*
78	SUV OEM Parts	○ Yes ◉ No	Navistar does not offer SUV parts.	*
79	Van OEM Parts	○ Yes ◉ No	Navistar does not offer passenger van parts.	*
80	Light Truck OEM Parts	○ Yes ◉ No	Navistar does not offer light truck parts.	*
81	Class 3-8 Chassis and equipment OEM Parts	◉ Yes ○ No	Navistar distributes more than 2.5-million-part SKU's from top branded suppliers to its International Truck and IC Bus dealer network. In addition, Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, drive line, cooling, fluids and chemicals, transmissions, trailer accessories, crash parts, suspension, steering, HVAC, and safety equipment through its fleet right brand of products. National Fleet pricing is guaranteed to Sourcewell members participating in the fleet charge program. In addition, percentage off national fleet discounts will be provided at the point of sale according to the product category supplied in the pricing attachment.	*
82	Bus OEM Parts	◉ Yes ○ No	Navistar distributes more than 2.5-million-part SKU's from top branded suppliers to its International Truck and IC Bus dealer network. In addition, Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, drive line, cooling, fluids and chemicals, transmissions, trailer accessories, crash parts, suspension, steering, HVAC, and safety equipment through its fleet right brand of products. National Fleet pricing is guaranteed to Sourcewell members participating in the fleet charge program. In addition, percentage off national fleet discounts will be provided at the point of sale according to the product category supplied in the pricing attachment.	
83	Motorcycles OEM Parts	○ Yes ◉ No	Navistar does not offer motorcycle parts.	

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - sourcewell price file 6-26-24.pdf - Monday July 29, 2024 09:49:09
- Financial Strength and Stability - TRATON-GB-2023-EN.pdf - Monday July 29, 2024 09:51:55
- Marketing Plan/Samples - Fleet Charge Customer Presentation (002).pptx - Monday July 29, 2024 09:55:48
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Fleet Charge Sourcewell Agreement 2020.pdf - Monday July 29, 2024 09:52:10
- Requested Exceptions (optional)
- Upload Additional Document - rl pop flyer 8.5x11.pdf - Tuesday July 30, 2024 16:13:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andy Giesler, Director of National Accounts, Navistar, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	☑	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	☑	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	☑	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	☑	1

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SOURCEWELL
STATE OF MINNESOTA

Member Kicker moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

5/21/2024

Resolution No. 2024_15

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...

Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - May 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
None

Requesting Board permission to Re-Solicit the following categories:
HVAC Systems and Related Services
OEM Vehicle Parts and Supplies
Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Betacom Incorporated	020624-BTC	*"Private Wireless Services with Related Solutions"*
Communication Technology Services, LLC (CTS)	020624-CTS	*"Private Wireless Services with Related Solutions"*
Eucast Global	020624-EUC	*"Private Wireless Services with Related Solutions"*
IP Access International	020624-IAC	*"Private Wireless Services with Related Solutions"*
Kajeet, Inc.	020624-KAJ	*"Private Wireless Services with Related Solutions"*
LanceSoft, Inc.	020624-LCS	*"Private Wireless Services with Related Solutions"*
Logicalis, Inc.	020624-LOG	*"Private Wireless Services with Related Solutions"*
Mobile Communications America	020624-MCA	*"Private Wireless Services with Related Solutions"*
Nokia of America Corporation	020624-NOK	*"Private Wireless Services with Related Solutions"*
NTT Data, Inc.	020624-NTT	*"Private Wireless Services with Related Solutions"*
Pierson Wireless Corp.	020624-PRS	*"Private Wireless Services with Related Solutions"*
TD Synnex Corporation	020624-SYN	*"Private Wireless Services with Related Solutions"*
T-Mobile USA	020624-SPT	*"Private Wireless Services with Related Solutions"*
AT&T Mobility	031924-ATT	*"Wireless Voice & Data Services with Related Solutions, Equipment and Accessories"*
T-Mobile USA	031924-SPT	*"Wireless Voice & Data Services with Related Solutions, Equipment and Accessories"*
USCC Services	031924-USC	*"Wireless Voice & Data Services with Related Solutions, Equipment and Accessories"*
Element Fleet Corporation	031224-ELF	*"Garage and Fleet Services"*
First Student	031224-FIR	*"Garage and Fleet Services"*
Lube-Tech & Partners	031224-LUT	*"Garage and Fleet Services"*
Nobel Computer Systems	031224-NBL	*"Garage and Fleet Services"*
Rynse, Inc.	031224-RYN	*"Garage and Fleet Services"*
Valvoline, Inc.	031224-VAL	*"Garage and Fleet Services"*
Vector Fleet Management	031224-VEC	*"Garage and Fleet Services"*
Vehicle Management Solutions	031224-VMS	*"Garage and Fleet Services"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
CIMCO Refrigeration, a division of Toromont Industries, Ltd.	120320-CIM	*"Ice Rink and Arena Equipment with Related Supplies and Services"*
The Gordian Group	050421-GGI	*"JOC or IQCC Program Management Consulting Services"*
John Deere Construction Retail Sales	032119-JDC	*"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"*
Innotex	032620-INO	*"Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment"*
Public Surplus	012821-TPG	*"Auction Services with Related Solutions"*
Albion General Contractors, Inc.	GA-C03-040820-ALB	*"State of Georgia - Indefinite Quantity Construction Contract"*
Albion General Contractors, Inc.	GA-B05-040820-ALB	*"State of Georgia - Indefinite Quantity Construction Contract"*
Albion General Contractors, Inc.	GA-D05-040820-ALB	*"State of Georgia - Indefinite Quantity Construction Contract"*
Albion General Contractors, Inc.	GA-A06-040820-ALB	*"State of Georgia - Indefinite Quantity Construction Contract"*
Bayne Development Group	GA-ST04-040820-BDG	*"State of Georgia - Indefinite Quantity Construction Contract"*
Brown & Root	GA-A01-040820-KBR	*"State of Georgia - Indefinite Quantity Construction Contract"*
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	*"State of Georgia - Indefinite Quantity Construction Contract"*
Centennial Contractors Enterprises, Inc.	GA-C06-040820-CCE	*"State of Georgia - Indefinite Quantity Construction Contract"*
Centennial Contractors Enterprises, Inc.	GA-B06-040820-CCE	*"State of Georgia - Indefinite Quantity Construction Contract"*
Crown Retail Services, Inc	GA-A05-040820-CRS	*"State of Georgia - Indefinite Quantity Construction Contract"*
Crown Retail Services, Inc	GA-B03-040820-CRS	*"State of Georgia - Indefinite Quantity Construction Contract"*
Darsey Construction LLC	GA-D02-040820-DAR	*"State of Georgia - Indefinite Quantity Construction Contract"*
Darsey Construction LLC	GA-C01-040820-DAR	*"State of Georgia - Indefinite Quantity Construction Contract"*

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Darsey Construction LLC	GA-B07-040820-DAR	*"State of Georgia - Indefinite Quantity Construction Contract"*
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	*"State of Georgia - Indefinite Quantity Construction Contract"*
Engineering Design Technologies, Inc.	GA-C07-040820-EDT	*"State of Georgia - Indefinite Quantity Construction Contract"*
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-ST01-040820-FHP	*"State of Georgia - Indefinite Quantity Construction Contract"*
Greene & Burdette Property Management, LLC	GA-D03-040820-GBP	*"State of Georgia - Indefinite Quantity Construction Contract"*
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	*"State of Georgia - Indefinite Quantity Construction Contract"*
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	*"State of Georgia - Indefinite Quantity Construction Contract"*
Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	*"State of Georgia - Indefinite Quantity Construction Contract"*
HCR Construction, Inc.	GA-A08-040820-HCR	*"State of Georgia - Indefinite Quantity Construction Contract"*
HITT Contracting, Inc.	GA-B04-040820-HCI	*"State of Georgia - Indefinite Quantity Construction Contract"*
HITT Contracting, Inc.	GA-C04-040820-HCI	*"State of Georgia - Indefinite Quantity Construction Contract"*
HITT Contracting, Inc.	GA-D06-040820-HCI	*"State of Georgia - Indefinite Quantity Construction Contract"*
HITT Contracting, Inc.	GA-A03-040820-HCI	*"State of Georgia - Indefinite Quantity Construction Contract"*
Jewel of the South	GA-C10-040820-JOS	*"State of Georgia - Indefinite Quantity Construction Contract"*
JOC Construction	GA-ST03-040820-LRI	*"State of Georgia - Indefinite Quantity Construction Contract"*
Johnson-Laux Construction, LLC	GA-ST07-040820-JLC	*"State of Georgia - Indefinite Quantity Construction Contract"*
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	*"State of Georgia - Indefinite Quantity Construction Contract"*
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	*"State of Georgia - Indefinite Quantity Construction Contract"*
Osprey Management, LLC	GA-ST08-040820-OML	*"State of Georgia - Indefinite Quantity Construction Contract"*
Paryani Construction	GA-A07-040820-PAR	*"State of Georgia - Indefinite Quantity Construction Contract"*
Place Services, Inc.	GA-D07-040820-PLA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Place Services, Inc.	GA-B08-040820-PLA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Place Services, Inc.	GA-C05-040820-PLA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Place Services, Inc.	GA-A10-040820-PLA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Prime Contractors, Inc.	GA-ST02-040820-PCI	*"State of Georgia - Indefinite Quantity Construction Contract"*
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	*"State of Georgia - Indefinite Quantity Construction Contract"*
Ujamaa Construction	GA-B10-040820-UJA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Ujamaa Construction	GA-D10-040820-UJA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Ujamaa Construction	GA-C08-040820-UJA	*"State of Georgia - Indefinite Quantity Construction Contract"*
Ward Humphrey, Inc.	GA-ST06-040820-WHI	*"State of Georgia - Indefinite Quantity Construction Contract"*
NEW IDIQ CONTRACTS		
Company Name	**Contract Number**	**Region - Type of Work**
None		
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
Anderson Brothers	MN-R3-PAV-040622-ABC	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	
Bituminous Roadways, Inc	MN-R6-PAV-040622-BIR	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Hy-Tec Construction	MN-R3-GC-040622-HTC	
The Jamar Company	MN-R2-GC-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R3-PLUM-040622-JMR	
The Jamar Company	MN-R3-R-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R2-HVAC-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
The Jamar Company	MN-R4-R-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
The Jamar Company	MN-R1-R-040622-JMR	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	

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McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
McDowall Company	MN-R5-R-040622-MDC	
McDowall Company	MN-R7-R-040622-MDC	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RAK Construction, Inc. (Signer chng, 3.25.24)	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
Solid Rock Construction	MN-R5-GC-040622-SRC	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Solid Rock Construction	MN-R3-GC-040622-SRC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	

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SOURCEWELL
STATE OF MINNESOTA

Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

12/17/2024

Resolution No. 2024_37

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Arts
and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kicker, Dahlberg
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:
Linda Arts
0EE5785E1EAD4CF...
Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - December 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Passenger and Crowd Flow Management Solutions and Related Products
Requesting Board permission to Re-Solicit the following categories:
Indefinite Delivery Indefinite Quantity - Washington D.C.
Indefinite Delivery Indefinite Quantity - Marylanc
Facilities Maintenance Services
Public Safety Software
Fleet Payment Solutions with Related Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Ford Motor Company	080124-FMC	*"OEM Vehicle Parts and Supplies"*
General Motors Customer Care & Aftersales / General Motors, LLC	080124-GNL	*"OEM Vehicle Parts and Supplies"*
Navistar, Inc. dba Fleet Charge	080124-NVS	*"OEM Vehicle Parts and Supplies"*
PACCAR Parts (Division of PACCAR Inc.)	080124-PCP	*"OEM Vehicle Parts and Supplies"*
PAI Holdco, Inc.	080124-PAH	*"OEM Vehicle Parts and Supplies"*
Textron/E-Z Go, LLC	091024-JCS	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Polaris Sales, Inc.	091024-PSI	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Westward Industries Ltd.	091024-WWI	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Yamaha Golf Car Company	091024-YGC	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Waev, Inc.	091024-WVE	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Motrec International, Inc.	091024-MTR	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Club Car, LLC	091024-CCR	*"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"*
Lease Servicing Center,Inc.,/NCL Government Capital	092424-NCL	*"Tax Exempt Municipal Leasing with Related Services"*
Community First National Bank	092424-CFB	*"Tax Exempt Municipal Leasing with Related Services"*
Titan Chemical Transfer Solutions, LLC dba Blue1 Energy Equipment	081524-TAN	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
E.J. Ward	081524-EJW	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Core Engineered Solutions, Inc.	081524-CES	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Acterra Group, LLC	081524-ACR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
JF Acquisition, LLC dba JF Petroleum Group	081524-JFA	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Western International, Inc. dba Western Global	081524-WST	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Computrol Fuel Systems, Inc.	081524-CUL	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
FuelCloud OPCO, LLC	081524-FUD	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Syn-Tech Systems, Inc.	081524-SYS	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Dover Fueling Solutions	081524-DVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Gilbarco, Inc.	081524-GVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Pace Solutions Corp.	091724-PACE	*"Water Treatment Chemicals with Related Supplies, Equipment and Services"*
Nachurs Alpine Solutions, LLC	091724-NACH	*"Water Treatment Chemicals with Related Supplies, Equipment and Services"*
Great Water Holdings, LLC dba Great Water Tech, LLC	091724-GRWT	*"Water Treatment Chemicals with Related Supplies, Equipment and Services"*
Xylem Vue, Inc.	091724-XYLE	*"Water Treatment Chemicals with Related Supplies, Equipment and Services"*

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MANCON, LLC	090624-MAN	*"Vendor Managed Inventory Logistics Management Solutions for Fleet and Facilitites"*
Genuine Parts Co. dba NAPA Integrated Business Solutions	090624-GPC	*"Vendor Managed Inventory Logistics Management Solutions for Fleet and Facilitites"*
CONTRACT EXTENSIONS		
Supplier Name	**Contract Number**	**Solicitation Title**
Factory Motor Parts	101520-FMP	*"OEM Automotive Parts and Supplies'*
Routeware, Inc.	041521-RCS	*"Plastic Refuse and Recycling Containers with Related Technology Solutions"*
Wastetech Corp.	020221-RUB	*"Fleet Management Technologies with Related Software Solutions"*
MANCON, LLC	110520-MAN	*"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"*
Tyco Integrated Security, LLC	030421-TIS	*"Facility Security Systems, Equipment and Software with Related Services"*
NEW IDIQ CONTRACTS		
Company Name	**Contract Number**	**Region - Type of Work**
American Forza Construction, LLC	FL-R1-CC-092524-AFC	Region 1-Civil/Site Work
American Forza Construction, LLC	FL-R2-CC-092524-AFC	Region 2-Civil/Site Work
American Forza Construction, LLC	FL-R3-CC-092524-AFC	Region 3-Civil/Site Work
American Forza Construction, LLC	FL-R4-CC-092524-AFC	Region 4-Civil/Site Work
American Forza Construction, LLC	FL-R5-CC-092524-AFC	Region 5-Civil/Site Work
American Forza Construction, LLC	FL-R6-CC-092524-AFC	Region 6-Civil/Site Work
American Forza Construction, LLC	FL-R7-CC-092524-AFC	Region 7-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R1-CC-092524-APO	Region 1-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R2-CC-092524-APO	Region 2-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R3-CC-092524-APO	Region 3-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R4-CC-092524-APO	Region 4-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R5-CC-092524-APO	Region 5-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R6-CC-092524-APO	Region 6-Civil/Site Work
Apollo Construction & Engineering Services, Inc.	FL-R7-CC-092524-APO	Region 7-Civil/Site Work
Caladesi Construction Co	FL-R4-CC-092524-CAL	Region 4-Civil/Site Work
Clayton Contracting of SWFL, LLC	FL-R5-CC-092524-CCFL	Region 5-Civil/Site Work
David Mancini and Sons, Inc.	FL-R1-CC-092524-DMS	Region 1-Civil/Site Work
David Mancini and Sons, Inc.	FL-R2-CC-092524-DMS	Region 2-Civil/Site Work
David Mancini and Sons, Inc.	FL-R3-CC-092524-DMS	Region 3-Civil/Site Work
David Mancini and Sons, Inc.	FL-R4-CC-092524-DMS	Region 4-Civil/Site Work
David Mancini and Sons, Inc.	FL-R5-CC-092524-DMS	Region 5-Civil/Site Work
David Mancini and Sons, Inc.	FL-R6-CC-092524-DMS	Region 6-Civil/Site Work
David Mancini and Sons, Inc.	FL-R7-CC-092524-DMS	Region 7-Civil/Site Work
Dynamics Group, Inc.	FL-R3-CC-092524-DGI	Region 3-Civil/Site Work
Dynamics Group, Inc.	FL-R4-CC-092524-DGI	Region 4-Civil/Site Work
Florida Engineering and Development Corporation	FL-R6-CC-092524-FEDC	Region 6-Civil/Site Work
Florida Engineering and Development Corporation	FL-R7-CC-092524-FEDC	Region 7-Civil/Site Work
Griffin Civil Construction, LLC	FL-R3-CC-092524-GRIF	Region 3-Civil/Site Work
Griffin Civil Construction, LLC	FL-R4-CC-092524-GRIF	Region 4-Civil/Site Work
Harbour Construction, Inc.	FL-R6-CC-092524-HBC	Region 6-Civil/Site Work
Harbour Construction, Inc.	FL-R7-CC-092524-HBC	Region 7-Civil/Site Work
Advanced Roofing, Inc.	FL-R1-E-092524-ADR	Region 1-Electrical
Advanced Roofing, Inc.	FL-R2-E-092524-ADR	Region 2-Electrical
Advanced Roofing, Inc.	FL-R3-E-092524-ADR	Region 3-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R1-E-092524-APO	Region 1-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R2-E-092524-APO	Region 2-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R3-E-092524-APO	Region 3-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R4-E-092524-APO	Region 4-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R5-E-092524-APO	Region 5-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R6-E-092524-APO	Region 6-Electrical
Apollo Construction & Engineering Services, Inc.	FL-R7-E-092524-APO	Region 7-Electrical
Clayton Contracting of SWFL, LLC	FL-R5-E-092524-CCFL	Region 5-Electrical
DAN ENTERPRISES TEAM, LLC	FL-R6-E-092524-DAN	Region 6-Electrical
DAN ENTERPRISES TEAM, LLC	FL-R7-E-092524-DAN	Region 7-Electrical
Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R1-E-092524-IFS	Region 1-Electrical
Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R2-E-092524-IFS	Region 2-Electrical
Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R3-E-092524-IFS	Region 3-Electrical
Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R4-E-092524-IFS	Region 4-Electrical
Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R5-E-092524-IFS	Region 5-Electrical

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Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R6-E-092524-IFS	Region 6-Electrical
Integrated Fire & Security Solutions Inc., A Fortis Brand	FL-R7-E-092524-IFS	Region 7-Electrical
Keegan Electric, LLC	FL-R5-E-092524-KEE	Region 5-Electrical
Nichols Contracting, Inc.	FL-R2-E-092524-NIC	Region 2-Electrical
Nichols Contracting, Inc.	FL-R3-E-092524-NIC	Region 3-Electrical
Nichols Contracting, Inc.	FL-R4-E-092524-NIC	Region 4-Electrical
Nichols Contracting, Inc.	FL-R5-E-092524-NIC	Region 5-Electrical
Nichols Contracting, Inc.	FL-R6-E-092524-NIC	Region 6-Electrical
Nichols Contracting, Inc.	FL-R7-E-092524-NIC	Region 7-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R1-E-092524-QAM	Region 1-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R2-E-092524-QAM	Region 2-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R3-E-092524-QAM	Region 3-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R4-E-092524-QAM	Region 4-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R5-E-092524-QAM	Region 5-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R6-E-092524-QAM	Region 6-Electrical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R7-E-092524-QAM	Region 7-Electrical
Advanced Roofing, Inc.	FL-R1-GC-092524-ADR	Region 1-General Construction
Advanced Roofing, Inc.	FL-R2-GC-092524-ADR	Region 2-General Construction
Advanced Roofing, Inc.	FL-R3-GC-092524-ADR	Region 3-General Construction
American Forza Construction, LLC	FL-R7-GC-092524-AFC	Region 7-General Construction
Apollo Construction & Engineering Services, Inc.	FL-R1-GC-092524-APO	Region 1-General Construction
Apollo Construction & Engineering Services, Inc.	FL-R2-GC-092524-APO	Region 2-General Construction
Apollo Construction & Engineering Services, Inc.	FL-R4-GC-092524-APO	Region 4-General Construction
Apollo Construction & Engineering Services, Inc.	FL-R7-GC-092524-APO	Region 7-General Construction
BDI Construction Company	FL-R7-GC-092524-BDI	Region 7-General Construction
BEAR Construction Company	FL-R3-GC-092524-BEA	Region 3-General Construction
BEAR Construction Company	FL-R4-GC-092524-BEA	Region 4-General Construction
BEAR Construction Company	FL-R5-GC-092524-BEA	Region 5-General Construction
BEAR Construction Company	FL-R6-GC-092524-BEA	Region 6-General Construction
Centennial Contractors Enterprises	FL-R2-GC-092524-CCE	Region 2-General Construction
Clayton Contracting of SWFL, LLC	FL-R1-GC-092524-CCFL	Region 1-General Construction
Clayton Contracting of SWFL, LLC	FL-R2-GC-092524-CCFL	Region 2-General Construction
Clayton Contracting of SWFL, LLC	FL-R7-GC-092524-CCFL	Region 7-General Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R2-GC-092524-CII	Region 2-General Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R3-GC-092524-CII	Region 3-General Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R4-GC-092524-CII	Region 4-General Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R5-GC-092524-CII	Region 5-General Construction
DAN ENTERPRISES TEAM, LLC	FL-R6-GC-092524-DAN	Region 6-General Construction
DAN ENTERPRISES TEAM, LLC	FL-R7-GC-092524-DAN	Region 7-General Construction
David Mancini and Sons, Inc.	FL-R1-GC-092524-DMS	Region 1-General Construction
David Mancini and Sons, Inc.	FL-R7-GC-092524-DMS	Region 7-General Construction
Dynamics Group, Inc.	FL-R3-GC-092524-DGI	Region 3-General Construction
EPIC Consultants, Inc.	FL-R7-GC-092524-EPIC	Region 7-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC-092524-FHP	Region 1-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC-092524-FHP	Region 2-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC-092524-FHP	Region 3-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC-092524-FHP	Region 4-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC-092524-FHP	Region 5-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC-092524-FHP	Region 6-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC-092524-FHP	Region 7-General Construction
Florida Engineering and Development Corporation	FL-R6-GC-092524-FEDC	Region 6-General Construction
Florida Engineering and Development Corporation	FL-R7-GC-092524-FEDC	Region 7-General Construction
Harbour Construction, Inc.	FL-R6-GC-092524-HBC	Region 6-General Construction
Harbour Construction, Inc.	FL-R7-GC-092524-HBC	Region 7-General Construction
Jewel of the South, Inc.	FL-R1-GC-092524-JOS	Region 1-General Construction
Jewel of the South, Inc.	FL-R2-GC-092524-JOS	Region 2-General Construction
Jewel of the South, Inc.	FL-R3-GC-092524-JOS	Region 3-General Construction
Jewel of the South, Inc.	FL-R4-GC-092524-JOS	Region 4-General Construction
Jewel of the South, Inc.	FL-R5-GC-092524-JOS	Region 5-General Construction
Jewel of the South, Inc.	FL-R6-GC-092524-JOS	Region 6-General Construction

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Jewel of the South, Inc.	FL-R7-GC-092524-JOS	Region 7-General Construction
Johnson-Laux Construction, LLC	FL-R1-GC-092524-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	FL-R2-GC-092524-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	FL-R3-GC-092524-JLC	Region 3-General Construction
Johnson-Laux Construction, LLC	FL-R4-GC-092524-JLC	Region 4-General Construction
Johnson-Laux Construction, LLC	FL-R5-GC-092524-JLC	Region 5-General Construction
Johnson-Laux Construction, LLC	FL-R7-GC-092524-JLC	Region 7-General Construction
LEE Construction Group, Inc.	FL-R3-GC-092524-LCI	Region 3-General Construction
LEE Construction Group, Inc.	FL-R4-GC-092524-LCI	Region 4-General Construction
LEE Construction Group, Inc.	FL-R5-GC-092524-LCI	Region 5-General Construction
LEE Construction Group, Inc.	FL-R6-GC-092524-LCI	Region 6-General Construction
LEE Construction Group, Inc.	FL-R7-GC-092524-LCI	Region 7-General Construction
Leopardo Construction	FL-R1-GC-092524-LEO	Region 1-General Construction
Leopardo Construction	FL-R2-GC-092524-LEO	Region 2-General Construction
Leopardo Construction	FL-R3-GC-092524-LEO	Region 3-General Construction
Leopardo Construction	FL-R4-GC-092524-LEO	Region 4-General Construction
Leopardo Construction	FL-R5-GC-092524-LEO	Region 5-General Construction
Leopardo Construction	FL-R6-GC-092524-LEO	Region 6-General Construction
Leopardo Construction	FL-R7-GC-092524-LEO	Region 7-General Construction
New Vista Builders Group	FL-R4-GC-092524-NVB	Region 4-General Construction
Nichols Contracting, Inc.	FL-R2-GC-092524-NIC	Region 2-General Construction
Nichols Contracting, Inc.	FL-R3-GC-092524-NIC	Region 3-General Construction
Nichols Contracting, Inc.	FL-R4-GC-092524-NIC	Region 4-General Construction
Nichols Contracting, Inc.	FL-R5-GC-092524-NIC	Region 5-General Construction
Nichols Contracting, Inc.	FL-R6-GC-092524-NIC	Region 6-General Construction
Nichols Contracting, Inc.	FL-R7-GC-092524-NIC	Region 7-General Construction
Ovation Construction Company, LLC	FL-R3-GC-092524-OCC	Region 3-General Construction
Ovation Construction Company, LLC	FL-R4-GC-092524-OCC	Region 4-General Construction
Shiff Construction & Development, Inc.	FL-R1-GC-092524-SCD	Region 1-General Construction
Shiff Construction & Development, Inc.	FL-R2-GC-092524-SCD	Region 2-General Construction
Shiff Construction & Development, Inc.	FL-R3-GC-092524-SCD	Region 3-General Construction
Shiff Construction & Development, Inc.	FL-R4-GC-092524-SCD	Region 4-General Construction
Shiff Construction & Development, Inc.	FL-R5-GC-092524-SCD	Region 5-General Construction
Shiff Construction & Development, Inc.	FL-R6-GC-092524-SCD	Region 6-General Construction
Shiff Construction & Development, Inc.	FL-R7-GC-092524-SCD	Region 7-General Construction
Team Contracting, Inc.	FL-R7-GC-092524-TCI	Region 7-General Construction
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R1-GC-092524-QAM	Region 1-General Construction
The Watts Group, LLC	FL-R1-GC-092524-WATT	Region 1-General Construction
The Watts Group, LLC	FL-R2-GC-092524-WATT	Region 2-General Construction
The Watts Group, LLC	FL-R3-GC-092524-WATT	Region 3-General Construction
The Watts Group, LLC	FL-R4-GC-092524-WATT	Region 4-General Construction
The Watts Group, LLC	FL-R5-GC-092524-WATT	Region 5-General Construction
The Watts Group, LLC	FL-R6-GC-092524-WATT	Region 6-General Construction
The Watts Group, LLC	FL-R7-GC-092524-WATT	Region 7-General Construction
Warden Construction Corporation	FL-R2-GC-092524-WARD	Region 2-General Construction
Apollo Construction & Engineering Services, Inc.	FL-R4-MC-092524-APO	Region 4-Marine Construction
Apollo Construction & Engineering Services, Inc.	FL-R5-MC-092524-APO	Region 5-Marine Construction
Apollo Construction & Engineering Services, Inc.	FL-R6-MC-092524-APO	Region 6-Marine Construction
Apollo Construction & Engineering Services, Inc.	FL-R7-MC-092524-APO	Region 7-Marine Construction
Clayton Contracting of SWFL, LLC	FL-R5-MC-092524-CCFL	Region 5-Marine Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R4-MC-092524-CII	Region 4-Marine Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R5-MC-092524-CII	Region 5-Marine Construction
Commercial Interiors, Inc. DBA CII Contracting	FL-R6-MC-092524-CII	Region 6-Marine Construction
Griffin Civil Construction, LLC	FL-R4-MC-092524-GRIF	Region 4-Marine Construction
Harbour Construction, Inc.	FL-R6-MC-092524-HBC	Region 6-Marine Construction
Harbour Construction, Inc.	FL-R7-MC-092524-HBC	Region 7-Marine Construction
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R7-MC-092524-QAM	Region 7-Marine Construction
Advanced Roofing, Inc.	FL-R1-HVAC-092524-ADR	Region 1-HVAC/Mechanical
Advanced Roofing, Inc.	FL-R2-HVAC-092524-ADR	Region 2-HVAC/Mechanical
Advanced Roofing, Inc.	FL-R3-HVAC-092524-ADR	Region 3-HVAC/Mechanical
Apollo Construction & Engineering Services, Inc.	FL-R1-HVAC-092524-APO	Region 1-HVAC/Mechanical
Apollo Construction & Engineering Services, Inc.	FL-R2-HVAC-092524-APO	Region 2-HVAC/Mechanical
Apollo Construction & Engineering Services, Inc.	FL-R3-HVAC-092524-APO	Region 3-HVAC/Mechanical
Apollo Construction & Engineering Services, Inc.	FL-R4-HVAC-092524-APO	Region 4-HVAC/Mechanical
Apollo Construction & Engineering Services, Inc.	FL-R5-HVAC-092524-APO	Region 5-HVAC/Mechanical

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Apollo Construction & Engineering Services, Inc.	FL-R6-HVAC-092524-APO	Region 6-HVAC/Mechanical
Apollo Construction & Engineering Services, Inc.	FL-R7-HVAC-092524-APO	Region 7-HVAC/Mechanical
Bernhard MCC, LLC	FL-R3-HVAC-092524-BER	Region 3-HVAC/Mechanical
Bernhard MCC, LLC	FL-R4-HVAC-092524-BER	Region 4-HVAC/Mechanical
Bernhard MCC, LLC	FL-R6-HVAC-092524-BER	Region 6-HVAC/Mechanical
Blizzard Air Conditioning, LLC	FL-R7-HVAC-092524-BLIZ	Region 7-HVAC/Mechanical
Clayton Contracting of SWFL, LLC	FL-R5-HVAC-092524-CCFL	Region 5-HVAC/Mechanical
DAN ENTERPRISES TEAM, LLC	FL-R7-HVAC-092524-DAN	Region 7-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R1-HVAC-092524-HML	Region 1-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R2-HVAC-092524-HML	Region 2-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R3-HVAC-092524-HML	Region 3-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R4-HVAC-092524-HML	Region 4-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R5-HVAC-092524-HML	Region 5-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R6-HVAC-092524-HML	Region 6-HVAC/Mechanical
Hall Mechanical & Air-Conditioning, LLC	FL-R7-HVAC-092524-HML	Region 7-HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC-092524-MSF	Region 1-HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC-092524-MSF	Region 3-HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC-092524-MSF	Region 5-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R1-HVAC-092524-QAM	Region 1-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R2-HVAC-092524-QAM	Region 2-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R3-HVAC-092524-QAM	Region 3-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R4-HVAC-092524-QAM	Region 4-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R5-HVAC-092524-QAM	Region 5-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R6-HVAC-092524-QAM	Region 6-HVAC/Mechanical
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R7-HVAC-092524-QAM	Region 7-HVAC/Mechanical
American Forza Construction, LLC	FL-R6-PAC-092524-AFC	Region 6-Paving Asphalt/Concrete
American Forza Construction, LLC	FL-R7-PAC-092524-AFC	Region 7-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R1-PAC-092524-APO	Region 1-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R2-PAC-092524-APO	Region 2-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R3-PAC-092524-APO	Region 3-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R4-PAC-092524-APO	Region 4-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R5-PAC-092524-APO	Region 5-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R6-PAC-092524-APO	Region 6-Paving Asphalt/Concrete
Apollo Construction & Engineering Services, Inc.	FL-R7-PAC-092524-APO	Region 7-Paving Asphalt/Concrete
Clayton Contracting of SWFL, LLC	FL-R5-PAC-092524-CCFL	Region 5-Paving Asphalt/Concrete
David Mancini and Sons, Inc.	FL-R1-PAC-092524-DMS	Region 1-Paving Asphalt/Concrete
David Mancini and Sons, Inc.	FL-R5-PAC-092524-DMS	Region 5-Paving Asphalt/Concrete
Florida Engineering and Development Corporation	FL-R6-PAC-092524-FEDC	Region 6-Paving Asphalt/Concrete
Florida Engineering and Development Corporation	FL-R7-PAC-092524-FEDC	Region 7-Paving Asphalt/Concrete
Griffin Civil Construction, LLC	FL-R3-PAC-092524-GRIF	Region 3-Paving Asphalt/Concrete
Griffin Civil Construction, LLC	FL-R4-PAC-092524-GRIF	Region 4-Paving Asphalt/Concrete
Precision Sidewalk Safety Corp	FL-R1-PAC-092524-PSSC	Region 1-Paving Asphalt/Concrete
Precision Sidewalk Safety Corp	FL-R2-PAC-092524-PSSC	Region 2-Paving Asphalt/Concrete
Precision Sidewalk Safety Corp	FL-R3-PAC-092524-PSSC	Region 3-Paving Asphalt/Concrete
Precision Sidewalk Safety Corp	FL-R4-PAC-092524-PSSC	Region 4-Paving Asphalt/Concrete
Team Contracting, Inc.	FL-R7-PAC-092524-TCI	Region 7-Paving Asphalt/Concrete
The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc.	FL-R2-PAC-092524-QAM	Region 2-Paving Asphalt/Concrete
A-1 Property Services Group, Inc.	FL-R6-RW-092524-A1P	Region 6-Roofing
A-1 Property Services Group, Inc.	FL-R7-RW-092524-A1P	Region 7-Roofing
Advanced Roofing, Inc.	FL-R1-RW-092524-ADR	Region 1-Roofing
Advanced Roofing, Inc.	FL-R2-RW-092524-ADR	Region 2-Roofing
Advanced Roofing, Inc.	FL-R3-RW-092524-ADR	Region 3-Roofing
Clayton Contracting of SWFL, LLC	FL-R1-RW-092524-CCFL	Region 1-Roofing
Clayton Contracting of SWFL, LLC	FL-R2-RW-092524-CCFL	Region 2-Roofing
Clayton Contracting of SWFL, LLC	FL-R3-RW-092524-CCFL	Region 3-Roofing
Clayton Contracting of SWFL, LLC	FL-R4-RW-092524-CCFL	Region 4-Roofing
Clayton Contracting of SWFL, LLC	FL-R5-RW-092524-CCFL	Region 5-Roofing
Clayton Contracting of SWFL, LLC	FL-R6-RW-092524-CCFL	Region 6-Roofing
Clayton Contracting of SWFL, LLC	FL-R7-RW-092524-CCFL	Region 7-Roofing

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DAN ENTERPRISES TEAM, LLC	FL-R6-RW-092524-DAN	Region 6-Roofing
DAN ENTERPRISES TEAM, LLC	FL-R7-RW-092524-DAN	Region 7-Roofing
Salomon Construction & Roofing Corp.	FL-R1-RW-092524-SCR	Region 1-Roofing
Salomon Construction & Roofing Corp.	FL-R2-RW-092524-SCR	Region 2-Roofing
Salomon Construction & Roofing Corp.	FL-R3-RW-092524-SCR	Region 3-Roofing
Salomon Construction & Roofing Corp.	FL-R4-RW-092524-SCR	Region 4-Roofing
Salomon Construction & Roofing Corp.	FL-R5-RW-092524-SCR	Region 5-Roofing
Salomon Construction & Roofing Corp.	FL-R6-RW-092524-SCR	Region 6-Roofing
Salomon Construction & Roofing Corp.	FL-R7-RW-092524-SCR	Region 7-Roofing
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
None		

INTERNATIONAL

Dealer Network Dealer Locator

DEALER NETWORK

34604 Go

USA

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FILTERS Clear Filters

36 results

1 **FLEETRITE TRUCK PARTS BY SUN STATE** 4.2 MI
17127 Runway Dr., Brooksville, FL 34604-6855
(352) 327-0444

2 **LOVES-TRUCK CARE - 708** 28.5 MI
2615 W C-48, Bushnell, FL 33513
Service (352) 793-1019

3 **SUN STATE INTERNATIONAL TRUCKS** 54.6 MI
6020 Adamo Drive, Tampa, FL 33619
Closes 8pm
Sales/Service (813) 621-1331

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5 **CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA** MI
5221 W. Hwy 40, Ocala, FL 34482
Closes 6pm
Sales/Service (352) 732-8151

6 **LOVES-TRUCK CARE - 627** 67.7 MI
45000 Highway 27, Davenport, FL 33897-4501
Closes 11pm
Service (863) 420-3623

7 **SUN STATE INTERNATIONAL TRUCKS** 70.9 MI
41609 Hwy 27, Davenport, FL 33837
Closes 5pm
Sales/Service (863) 424-2411

8 **LOVES-TRUCK CARE - 363** 72.2 MI
7791 NW 47th Ave., Ocala, FL 34482-7659
Closes 11pm
Service (352) 368-5719

9 **CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA** 74.3 MI
2110 S Division Ave., Orlando, FL 32805-6229
Closes 6pm
Sales/Service (407) 849-6440

10 **LOVES-TRUCK CARE - 674** 97.1 MI
17309 Highway 27, Lake Wales, FL 33859
Closes 11pm
Service (405) 748-8842

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CONTRACT AMENDMENT
PRICE AND PRODUCT CHANGE REQUEST FORM

Supplier Name: Navistar

Sourcewell Contract Number: 080124-NVS

Request Type: Adding Products/Services

Changed Product List
At the request of Hernando County in the state of Florida, International Truck is seeking to pilot a new inventory management service program through our Fleet Charge program. What this allows is for Sourcewell participating agencies within the state of Florida to leverage our local Florida dealers to provide managed inventory services on government and state owned trucks. All parts used in these services will be run through our Sourcewell contract.

Justification for Changes
International has a desire based on customer's request to add services to our contract. This has the potential to have a scalable positive impact across Sourcewell participating agencies across the United States. International would like to pilot this with single state as proof of concept to evaluate operational success and broader applicability before considering a nationwide rollout.

Product additions only
The addition of Managed Inventory Services will fit within the original RFP, under Services as outlined in section II-B-1-a: "Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:"

Price changes or product/service additions only
The services pricing will remain consistent from a discounting perspective that our pricing for parts is already under.

Approvals

Supplier Offer:
This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

Initial LH By initialing here, Authorized Signer affirms that they are duly authorized to execute this document on behalf of the named Supplier and possess the necessary legal authority to bind said Supplier to the terms and conditions contained herein.

Signed by: Lynn Harris DAD537995B974F7...

Authorized Signer

Lynn Harris

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Sourcewell

Name

7/10/2025 | 1:48 PM CDT
Date Signed

Director of National Accounts
Title

Sourcewell Acceptance:
Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signer

Chief Operating and Procurement Officer
Title

Jeremy Schwartz
Name

7/11/2025 | 7:21 AM CDT
Date Signed

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Sourcewell Service Labor Addendum for Contract 080124_NVS

International Motors, LLC d/b/a International Motors USA LLC (and formerly known as Navistar, Inc.) and our International Dealer Network in **Florida** are pleased to offer Sourcewell Member the ability to use the Sourcewell Parts Program for Dealer Provided Labor.

International have chosen to start this program with a pilot **in the State of Florida,** expanding into other territories in the future.

Dealer Labor

Dealer Labor will be referred to as Monthly Flat Rate Fee, abbreviated as MFRF. Each dealer has its own Monthly Flat Rate Fee, which is based on its cost and labor market. This Monthly Flat Rate Fee will be capped at the established rate, which is negotiated between the dealer and the customer. In the pricing document, there will be a tab for each dealer, disclosing its Monthly Flat Fee per location. The Monthly Flat Rate Fee is inclusive of all associated labor, personnel, and additional supplies, unless communicated to and pre-approved by the participating Sourcewell Member.

Managed Inventory Services

The services provided under Dealer Managed Inventory may include, but are not limited to:

- Supplying parts, fluids, equipment, and materials necessary for vehicle, truck, fleet, and warehouse operations;
- Providing on-site and off-site storage solutions, including service and parts room operation, management, and staffing;
- Delivering performance reporting and data analytics services related to inventory and operational efficiency.

Any additional services outside the scope outlined above must be clearly communicated to and receive prior written approval from the participating Sourcewell Member.

Personnel

The dealer shall provide all necessary personnel to perform services related to Dealer Managed Inventory.

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After Closing of Work Order.

All work performed using this Contract; must use the International Motors, Fleet Charge system. There are options for P-Card to Pay Fleet Charge or take advantage of the 30-day terms that Fleet Charge provides. Attached is the link to Fleet Charge Paperwork. Fleet Charge link https://fs28.formsite.com/MultiServiceTechnologySolutions/h0xnu5gll3/login . Fleet Charge is not a credit card, there are no fees or charges to use.

Review and Approval

The work outlined are the only labor charges that are billable without written approval from Sourcewell Member.

Which dealers this is relevant to Addendum

This Contract Addendum will be piloted in the state of Florida with Sun State International.

Execute PA with State of Florida

Sourcewell Fee will be 2% of the net service fees billed through this Sourcewell Addendum.

Fleet Charge will reduce dealer reimbursement on labor by 2% and accrue the funds to pay to Sourcewell.

Fees will be calculated and paid on a quarterly basis along with summary information.

Attachments:

Sourcewell Service Workbook for each Dealer

Samples of Monthly Flat Rate Fee (MFRF) tool for each Dealer

Fleet Charge Details (add link to sign up in body of letter)

Docusign Envelope ID: 970CBAC7-C580-4CE2-B261-288DB1D9E422

International Motors Service Labor Addendum to International Motors Parts Contract 080124-NVS:

1. **Monthly Flat Rate Fee**:
    - Each dealer has its own Monthly Flat Rate Fee, capped at an established rate.
    - Dealers can charge less than the monthly fee if necessary.
2. **Managed Inventory Services**:
    - Any additional services outside the scope outlined above must be clearly communicated to and receive prior written approval from the participating Sourcewell Member.
3. **Fleet Charge System**:
    - All work must use the International Motors Fleet Charge system, with options for payment and terms.
4. **Review and Approval**:
    - The work outlined are the only labor charges that are billable without written approval from Sourcewell Member.
5. **Pilot Program**:
    - The Addendum will be piloted in Florida with Sun State International
6. **Sourcewell Fee**:
    - A 2% fee on net service fees will be billed through the addendum, to be paid quarterly.

Attachment A
Transition Plan for
Contractor Operated Parts Store

Prepared For: Hernando County

Prepared By: Sun State International Trucks LLC

Date: 07/24/2025

1. Objective

To ensure seamless transition from municipal management to contractor-operated management of the parts room at 1525 E. Jefferson Street, Brooksville, FL 34601, with minimal disruption to operations and full compliance with contractual obligations. Timeline for plan initiation will be Hernando County Board acceptance date.

2. Transition Timeline

Phase	Description	Duration	Responsible Party
Planning & Kickoff	Initial meetings, data access, introduction of key staff	Week 1	Contractor & Municipality
Assessment & Inventory	Physical inventory, system data review, gap analysis	Weeks 2–3	Contractor
System Integration	Software access setup, training, security credentials	Weeks 3–4	Municipality & Contractor
Staffing & Training	Hiring/assigning staff, orientation, safety training	Weeks 4–5	Contractor

Phase	Description	Duration	Responsible Party
Go-Live	Full assumption of responsibilities	Week 7	Contractor
Post-Go-Live Support	Monitoring, troubleshooting, performance review	Weeks 8–12	Contractor & Municipality

3. Key Deliverables

- Detailed inventory report (baseline)
- Staff onboarding documentation
- Access to inventory management system
- SOPs for ordering, receiving, and issuing parts
- Safety and security protocols
- Final Go-Live Checklist
- Post-transition performance report

4. Roles and Responsibilities

Municipality:

- Provide physical access to parts room and data
- Ensure continuity of services during transition
- Assign a point of contact for coordination
- Grant software and facility access

Contractor:

- Assign a transition manager
- Conduct full inventory and gap analysis
- Develop and submit operational SOPs
- Staff and equip the parts room
- Train all personnel in safety, software, and procedures

5. Risk Management

Risk	Mitigation
Incomplete inventory data	Conduct physical inventory and reconcile with system
Software access delay	Begin access request process immediately during kickoff
Staff shortages	Identify backup personnel or temp agency options
Disruption to parts availability	Maintain dual access period for urgent needs

6. Communication Plan

- Weekly progress meetings with municipal representatives
- Written status reports submitted bi-weekly
- Immediate escalation protocol for critical issues
- Final transition review and sign-off meeting

7. Acceptance Criteria

The transition will be deemed successful when:
- All parts are accurately inventoried and tracked
- Staff are fully trained and operational
- Software is functioning with real-time data entry
- First post-go-live inventory report is submitted
- No disruption in service is reported by municipal departments

Anti-Human Trafficking Affidavit

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

1. My name is STEPHEN JIRAN and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with SUN STATE INTERNATIONAL TRUCKS LLC, 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 *coercion* for *labor* or *services*, 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.

Under penalties of perjury, I STEPHEN JIRAN, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

SUN STATE INTERNATIONAL TRUCKS LLC
Name of Nongovernmental Entity

STEPHEN JIRAN
Printed Name of Affiant

VP OF PARTS SALES
Title of Affiant

Signature of Affiant

7/22/2025
Date

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Vendor's/Contractor's Legal Company Name: SUN STATE INTERNATIONAL TRUCKS LLC does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Vendor's/Contractor's Authorized Representative: STEPHEN JILAN

Title of Vendor's/Contractor's Authorized Representative: VP OF PARTS SALES

Signature of Vendor's/Contractor's Authorized Representative: [signature]

Date: 7/22/2025

CONTRACT AGREEMENT
CONTRACTOR OPERATED PARTS STORE

THIS CONTRACT AGREEMENT is made and entered into as of the date of execution by both parties, by and between HERNANDO COUNTY, a political subdivision of the State of Florida, herein after referred to as the "County" and "Sun State International Trucks LLC", licensed to do business in the State of Florida, hereinafter referred to as "Vendor/Contractor".

1. Purpose

The County hereby engages the Contractor to manage, operate, and maintain its parts room located at 1525 E. Jefferson Street, Brooksville, FL 34601 (and any other designated facilities) for the purpose of streamlining inventory management, procurement, and distribution of vehicle and equipment parts.

2. Scope of Services

The Contractor shall provide the following services:

- Staff the parts room during normal business hours.
- Provide after-hours staffing on a negotiated basis.
- Provide holiday schedule.
- Manage inventory levels via daily cycle counts and reorder stock as needed.
- Maintain accurate records of all parts issued and received.
- Inventory levels and usage rates will be reviewed on a quarterly basis to identify slow-moving and excess parts to minimize obsolescence.
- Implement and operate an inventory management system.
- Ensure timely procurement and cost-effective sourcing of parts.
- Conduct periodic inventory audits (at minimum quarterly).
- Provide monthly reports detailing usage, inventory value, and any discrepancies.
- Coordinate with county departments to ensure parts availability for scheduled maintenance.
- Provide Personnel during State of Emergency.

3. Term of Agreement

This Agreement shall commence thirty days after termination of current vendor agreement and continue for a period of three years (with option for three one-year renewals) unless terminated earlier in accordance with Section 12 of this Agreement

4. Compensation and Payment

The County will be billed at the end of each month for the Overhead fee, Sourcewell contracted parts and non-vendor parts. Terms are Net 30.

5. Pricing

The Contractor is an authorized supplier for Sourcewell and will adhere to all terms, conditions and pricing of the Sourcewell agreement(s), and any other terms and conditions as required by the County.

Category	Measure	Rate	Estimated Qty	Extended
Hourly Rate – Normal Hours	Hour	$35.50	80	$0 (Included In Overhead Fee)
Hourly Rate – After Hours	Hour	$45.00	80	
Overhead (Monthly charge inclusive of personnel, office equipment and supplies)	Monthly	$7000.00	12	$84,000.00
Product Pricing	Sourcewell Contract Pricing	45% Off Of List Pricing	$500,000.00	$275.000.00
Non-Vendor Product Mark-Up (OEM Parts)	Percentage	9.5%	$220,000.00	$240,900.00
Parts for federally funded vehicles	Percentage	0%	0	$0.00
Restocking Fee	Percentage	0%	0	$0.00
			Total:	$599,900.00

Any increases in staffing or overhead will be mutually agreed upon by the Contractor and the County prior to the budget deadline of the County.

No freight charge on stock orders or items in local inventory. Freight will be charged for expedited items.

6. Performance Standards

The contractor agrees to maintain service levels in accordance with the best industry practices, including:

- 95% parts availability rate.
- Same-day fulfillment for in-stock parts.
- Maximum of 48-hour turnaround for non-stocked standard parts.

7. Personnel

The Contractor shall employ qualified personnel to operate the parts room. All employees must:

- Follow all County processes and procedures.
- Follow all County safety and security protocols.
- Wear uniforms and identification badges provided by the Contractor.

8. County Responsibilities

The County agrees to:

- Provide access to the parts room and related facilities.
- Provide Holiday Calendar to the Contractor
- Furnish reasonable utilities and security for the premises.
- Allow Contractor to use the existing inventory management system or approve a replacement.

9. Ownership of Inventory

Upon execution of the agreement, the Contractor will perform a physical inventory and agrees to purchase any remaining inventory from the prior vendor at a negotiated price. Contractor may not remove, dispose of, or otherwise transfer inventory without written approval.

10. Software Access

The Contractor shall be granted secure access to the County's inventory management software. The Contractor agrees to use such systems solely for the purpose of fulfilling its responsibilities under this Agreement and shall maintain the confidentiality and security of login credentials and stored data.

11. Insurance & Liability

Contractor shall maintain:
- General liability insurance as required by the County
- Workers' compensation as required by law.

Contractor shall indemnify and hold the County harmless against all claims arising from its operations under this Agreement.

12. Termination & Cancellation

Either party may terminate this Agreement with 60 days' written notice. The County may terminate immediately for cause, including but not limited to:
- Breach of contract.
- Failure to perform services adequately.
- Criminal misconduct.

Upon termination, Contractor shall:
- Return all county property.
- Transfer ownership of inventory via sale to the County or to the incoming COPARS contractor.
- Submit final invoices and reports.

13. Transition Plan

Upon agreement, the Contractor will work cooperatively with the County and/or outgoing coming vendor to ensure a seamless transition of operations, records, and inventory. See Attachment A for the proposed transition plan.

14. Renewal Option

This Agreement may be renewed for an additional one-year term upon mutual written agreement of both parties at least 30 days prior to the expiration of the original term.

15. Confidentiality

Contractor shall maintain the confidentiality of all non-public county data and records and shall not disclose such information to any third party without prior written consent.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings.

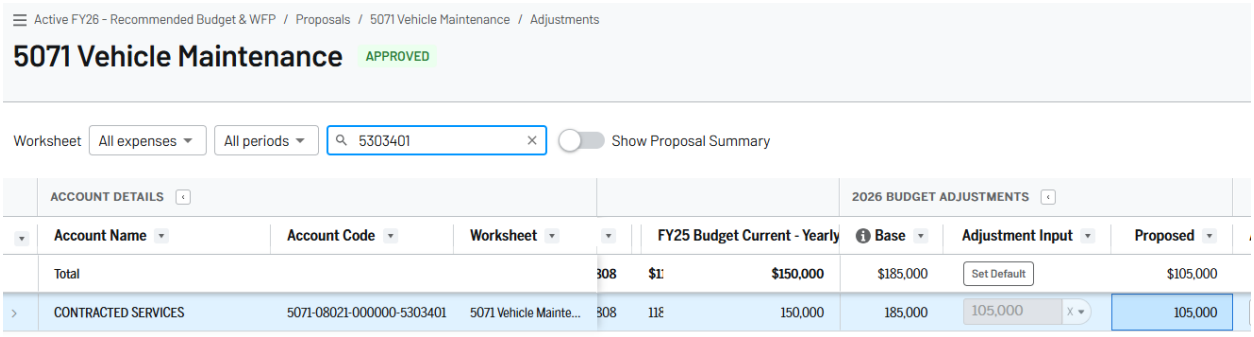
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Hernando County
By: _____
Name:
Title:

Approved as to form
and legal sufficiency
By: _____
County Attorney's Office

Sun State International Trucks LLC
By: _____
Name: STEPHEN J. JIRAN
Title: V.P. OF PARTS SALES

Budget Support for LS 16208

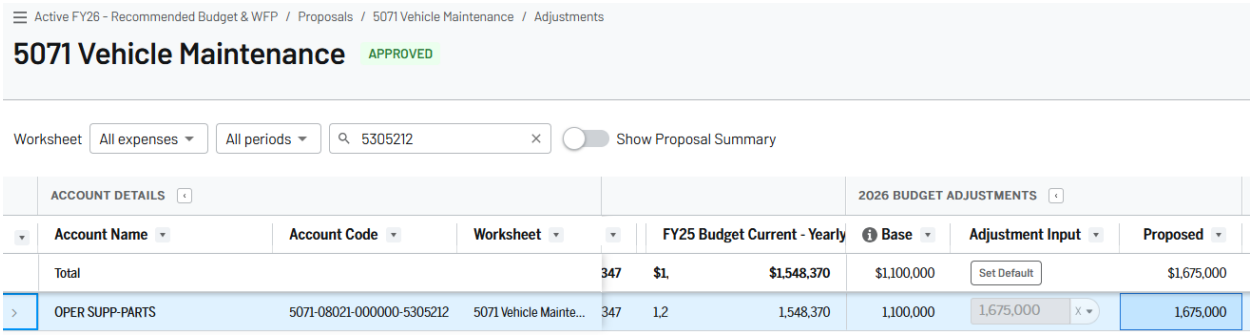


Active FY26 - Recommended Budget & WFP / Proposals / 5071 Vehicle Maintenance / Adjustments

5071 Vehicle Maintenance APPROVED

Worksheet | All expenses | All periods | 5303401 | Show Proposal Summary

ACCOUNT DETAILS						2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet		FY25 Budget Current - Yearly	Base	Adjustment Input	Proposed	
Total			308	$1 $150,000	$185,000	Set Default	$105,000	
CONTRACTED SERVICES	5071-08021-000000-5303401	5071 Vehicle Mainte...	308	118 150,000	185,000	105,000	105,000	



Active FY26 - Recommended Budget & WFP / Proposals / 5071 Vehicle Maintenance / Adjustments

5071 Vehicle Maintenance APPROVED

Worksheet | All expenses | All periods | 5305212 | Show Proposal Summary

ACCOUNT DETAILS						2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet		FY25 Budget Current - Yearly	Base	Adjustment Input	Proposed	
Total			347	$1, $1,548,370	$1,100,000	Set Default	$1,675,000	
OPER SUPP-PARTS	5071-08021-000000-5305212	5071 Vehicle Mainte...	347	1,2 1,548,370	1,100,000	1,675,000	1,675,000	

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: HCFRD
Prepared By: Louise Galajda
Initiator: Paul Hasenmeier
DOC ID: 16526
Legal Request Number:
Bid/Contract Number:

TITLE

Acceptance of US Department of Homeland Security for FY 2024-25 Assistance to Firefighters Grant for Hernando County Fire and Emergency Services and Associated Budget Resolution

BRIEF OVERVIEW

The Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) helps to enhance the safety of the public and firefighters with fire-related hazards through the Assistance to Firefighters (AFG) Grant. The AFG program objectives are to provide critically needed resources that equip and train emergency personnel to help support community resilience. Hernando County Fire and Emergency Services has been awarded $95,454.54 with a matching amount of $9,545.46 totaling $105,000.00 for tuition reimbursement of ten (10) paramedic courses, ten (10) EMTB courses and ten (10) Firefighter II courses. The Board authorized applying for this grant on December 3, 2024 (Legistar 15013).

FINANCIAL IMPACT

Grant funding of $95,455 ($105,000 total with a match of $9,545) will be budgeted to:

Revenues:

Fund: 1691 - HC Fire Rescue-Rescue, **Department: 32202, Account: 3312202-** Fed Grt-EMW-2017-FO-06820 in the amount of **$95,455**

Fund: 1691 - HC Fire Rescue-Rescue, **Department: 32202, Account: 3999078-** Transfer/Grant Match in the amount of **$9,545**

A 10% grant match of $9,545 is currently budgeted from the EMS fund:

Expenses:

Fund: 1691 - HC Fire Rescue-Rescue, **Department: 02491** - HC Fire Rescue-Rescue
Account: 5999078 - Trnsf-Grant Match

A total of $105,000 to be expensed from EMS fund:

Fund: 1691 - HC Fire Rescue-Rescue, **Department: 32202, Account: 5303401** - Contracted Services.

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board accept the Department of Homeland Security FY 2024

Grant Program award (No. EMW-2024-FG-05481) and designate Fire Chief Paul Hasenmeier to electronically accept the award per the Federal Emergency Management Agency's (FEMA's) grant policies. It is further recommended that the Board approve and authorize the Chairman's signature on the attached associated budget resolution.

REVIEW PROCESS

Paul Hasenmeier	Approved	09/30/2025 1:45 PM
Amelia Gebala	Approved	10/01/2025 11:11 AM
Albert Bertram	Approved	10/01/2025 3:17 PM
Erin Dohren	Approved	10/02/2025 9:42 AM
Erin Briggs	Approved	10/02/2025 1:55 PM
Carla Rossiter-Smith	Approved	10/10/2025 4:31 PM
Pamela Hare	Approved	10/10/2025 4:54 PM
Michael Cowan	Approved	10/14/2025 8:16 AM
Heidi Prouse	Approved	10/14/2025 9:18 AM
Toni Brady	Approved	10/14/2025 3:56 PM
Jeffrey Rogers	Approved	10/19/2025 9:32 PM
Colleen Conko	Approved	10/20/2025 10:01 AM

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025

Carla Rossiter-Smith
COUNTY OF HERNANDO
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

EMW-2024-FG-05481

Dear Carla Rossiter-Smith,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $95,454.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $9,545.46 for a total approved budget of $105,000.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: COUNTY OF HERNANDO
UEI-EFT: MWKBKNTZ9SW7
Award number: EMW-2024-FG-05481

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$105,000.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$95,454.54
Non-federal	$9,545.46
Total	$105,000.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Training

EMT (Advanced, Paramedic, Community Paramedic)

DESCRIPTION

EMTs will be certified through the National Registry of Emergency Medical Technicians (NREMT) course that is structured to provide education on basic life support measures as a member of an ambulance crew at the scene of an accident or medical emergency and during transport to and from medical facilities. The training program will develop a local workforce by training recruits, many of which already live in Hernando County, with no prior experience to become certified EMTs. Recruits will become trained in courses including medical terminology, basic life support for health providers, and emergency medical technology. The Hernando County Fire Rescue (HCFR) EMT-in-training program is a cost-effective way to train future personnel, ensuring a steady supply of qualified personnel to meet HCFR needs. The program is designed to onboard skilled professionals, certifying them to national standards, and utilize existing training processes to development employees who will as a vital link between the emergency site and the healthcare system. Ten total recruits will enroll in EMT training through the two-year AFG funding cycle, with the tuition for each enrollee costing $1,500.00. The EMT program is one semester long, and participants will be required to enroll the first semester after grant award to ensure completion within the grant period of performance. The total budget for this program is $15,000.00; 100% of all grant funds will be applied to tuition, fees, and books for trainees. The number of personnel anticipated to be trained through this grant is based on the number of vacancies the Hernando County Fire Rescue Department experiences per year. On average, 9 EMTs vacate their positions annually. We anticipate a 90% completion rate for all academic and certification requirements through the National Registry of Emergency Medical Technicians (NREMT) from this grant, providing 100% replacement of anticipated vacancies occurring throughout this next fiscal year

QUANTITY	UNIT PRICE	TOTAL
10	$1,500.00	$15,000.00

BUDGET CLASS

Contractual

EMT (Advanced, Paramedic, Community Paramedic)

DESCRIPTION

The paramedic training program is designed to train recruits to provide advanced emergency medical care to critically ill or injured patients in pre-hospital settings, rapidly assessing their condition, administering necessary treatments, and transporting them to appropriate healthcare facilities when needed, all while making critical decisions in high-stress situations. Ten total recruits will enroll in Paramedic training through the two-year AFG funding cycle, with the tuition for each enrollee costing $5,000.00. The Paramedic program is three semesters long, and participants will be required to enroll the first available semester after grant award to ensure completion within the grant period of performance. The total budget for this program is $50,000.00; 100% of all grant funds will be applied to tuition, fees, and books for trainees. The number of personnel anticipated to be trained through this grant is based on the number of vacancies the Hernando County Fire Rescue Department experiences per year. On average, 9 Paramedics vacate their positions annually. We anticipate a 90% completion rate for all academic and certification requirements resulting from this grant, providing 100% replacement of anticipated vacancies occurring throughout this next fiscal year.

QUANTITY	UNIT PRICE	TOTAL
10	$5,000.00	$50,000.00

BUDGET CLASS

Contractual

Firefighter II

DESCRIPTION

The Firefighter II training program will develop recruits with skills including physical fitness, strong communication skills, excellent teamwork, problem-solving abilities, adaptability, mechanical aptitude, spatial awareness, decision-making skills, and the ability to work effectively under pressure; all while prioritizing safety and following established procedures in emergency situations. Ten total recruits will enroll in Paramedic training through the two-year AFG funding cycle, with the tuition for each enrollee costing $4,000.00. Firefighter II program participants will be required to enroll the first available semester after grant award to ensure completion within the grant period of performance. The total budget for this program is $40,000.00; 100% of all grant funds will be applied to tuition, fees, and books for trainees.

QUANTITY	UNIT PRICE	TOTAL
10	$4,000.00	$40,000.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: COUNTY OF HERNANDO
UEI-EFT: MWKBKNTZ9SW7
Award number: EMW-2024-FG-05481

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Article 59	**Non-Applicability of Specific Agreement Articles**

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient’s performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 58	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-05481	N/A	591155275	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
COUNTY OF HERNANDO 15470 FLIGHT PATH DR BROOKSVILLE, FL 34604	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Carla Rossiter-Smith	3527544020	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
09/20/2025	OTHER - FEMA GO	COST SHARING	**Performance Period** 09/27/2025 to 09/26/2027 **Budget Period** 09/27/2025 to 09/26/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$95,454.54	$95,454.54	$9,545.46
		Totals	$0.00	$95,454.54	$95,454.54	$9,545.46

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	**DATE**
18. FEMA SIGNATORY OFFICIAL (Name and Title) **Stacey Street, Deputy Assistant Administrator Grants Program Directorate**	**DATE** **09/20/2025**

The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Assistance to Firefighters Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: https://sam.gov/content/entity-registration.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: https://www.grants.gov/forms/forms-development/planned-uei-updates.

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.044

3. Assistance Listings Title
Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title
Fiscal Year 2024 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number
DHS-24-GPD-044-00-98

6. Authorizing Authority for Program
Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance (2024 DHS Appropriations Act)

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview
The Fiscal Year (FY) 2024 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore the public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately $8.7 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 800 fire apparatuses,

150,000 personal protective equipment items, and 126,000 other fire equipment to more than 7,000 unique recipients. During the same period, the AFG Program provided funding to 915 recipients to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

b. Goals, Objectives, and Priorities

Goal: Enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

Objectives: Provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities: Information on program priorities and objectives for the FY 2024 AFG Program can be found in Appendix B – Programmatic Information and Priorities.

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan for Fiscal Years 2020-2024, the AFG Program supports the goal to Strengthen Preparedness and Resilience.

The 2022-2026 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and

Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Number of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

Please see Appendix B for additional information on the criteria used to evaluate the program priorities.

B. Federal Award Information

1. Available Funding for the NOFO: $291,600,000[1]

2. Projected Number of Awards: 2,000

[1] Note that this figure differs from the total amount appropriated under the Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management, Agency, Federal Assistance (2024 DHS Appropriations Act). In this FY 2024 AFG Program NOFO, percentages of "available grant funds" refers to the total amount appropriated—$324,000,000—by Pub. L. No. 118-47 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. $32,400,000 will be allocated to FP&S for FY 2024.

3. Period of Performance: 24 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

4. Projected Period of Performance Start Date(s): N/A[2]

5. Projected Period of Performance End Date(s): N/A

6. Projected Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

7. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- ***Fire Departments:*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[3] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

- ***Nonaffiliated EMS organizations:*** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[3] or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
  - Clinics;

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[2] FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

[3] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- Medical centers;
- Medical colleges or universities;
- Infirmaries;
- Surgery centers; and
- Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

- ***State Fire Training Academies***: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.[3] Applicants must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2024 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B– Programmatic Information and Priorities.

3. Subawards and Beneficiaries

a. ***Subaward allowability***
Subawards are not allowed under the AFG Program.

b. ***Beneficiaries or Participants***
This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Criteria/Restrictions

a. ***National Fire Incident Reporting System (NFIRS)***
Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. ***National Incident Management System (NIMS)***
AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2024 AFG Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

5. Maintenance of Effort (MOE)
Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance to at least 80% or more of the

average of what the applicant spent on such costs for those activities in fiscal years 2022 and 2023. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

6. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded; or
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding as described in Appendix B.g- Regional Applications.

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at Assistance to Firefighters Grants.

a. *Types of Cost Share*

i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).

ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

b. ***Economic Hardship Waivers***
The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see Appendix C – Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date: 11/12/2024 at 9 AM ET

b. Application Submission Deadline: 12/20/2024 at 5 PM ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 AM – 6 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 AM – 4:30 PM ET.

c. ***Anticipated Funding Selection Date****:* No later than April 30, 2025

d. ***Anticipated Award Date****:*
Beginning on approximately April 30, 2025 and continuing thereafter until all FY 2024 AFG Program grant awards are issued (but no later than September 30, 2025).

e. ***Other Key Dates***

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award
By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM.gov)
Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

a. Be registered in Sam.Gov before application submission.
b. Provide a valid UEI in its application.
c. Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/grants/guidance-tools/fema-go/startup;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. **Electronic Delivery**
DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. **How to Register to Apply**

   a. **General Instructions:**
   Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

   The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

   Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

   b. **Obtain an UEI Number:** *3*
   All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

   For more detailed instructions for obtaining a UEI number, refer to: SAM.gov

   c. **Obtain Employer Identification Number**
   All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

   d. **Create a login.gov account:**

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM:
All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm.

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

i. Additional SAM Reminders
Existing SAM.gov account holders should check their account to make sure it is "ACTIVE" SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

ii. Help with SAM
The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or

concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/grants/guidance-tools/fema-go/startup.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the https://grants.gov/forms/forms-repository/sf-424-family Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://grants.gov/forms/forms-repository/sf-424-family

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**

b. ***Program-Specific Required Forms and Information***

Program-specific forms or information are required to be submitted in FEMA GO. For program-specific required and optional forms and information, please see the Appendices to this NOFO.

11. Other Submission Requirements

FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of AFG to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. Although each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

12. Funding Restrictions and Allowable Costs

All costs charged to federal awards (including both federal funding and any non-federal matching or cost sharing funds) must comply with applicable statutes, rules and regulations, and policies, this NOFO, and the terms and conditions of the federal award. They must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 unless otherwise indicated in the NOFO or the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h). The following identifies a list of activities for which a recipient may not use federal funds and any cost sharing or matching funds under federal awards:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306)
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450
- Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435) See subsections below for information on any other funding restrictions.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients, subrecipients, and their contractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) (FY 2019 NDAA) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The FY 2019 NDAA and these regulations, as they apply to recipients, subrecipients, and their contractors and subcontractors, provide for two distinct prohibitions: (1) prevent the use of federal award funds to procure or obtain covered telecommunications equipment or services; and (2) prevent the use of federal award funds to contract with an entity that uses such covered telecommunications equipment or services. Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system; or

- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See Appendix C for further information regarding grant writer fees and Section H-Additional Information of this NOFO for general procurement under grants requirements.

c. ***Management and Administration (M&A) Costs***

M&A costs are allowed by Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award. In addition, reimbursement for fees associated with hiring grants management services is now capped at $1,500. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not

required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

e. ***Evaluation Costs***

Evaluation costs are allowable. See Section H.2 "Program Evaluation" for more details.

f. ***Other Direct Costs***

- **Construction:** Construction costs are not eligible under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix B- Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

- **Fire Departments and Nonaffiliated EMS organizations funding restrictions:** The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

  The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2024, or $2,916,000.00. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

  The following table explains the maximum funding that a recipient may receive in FY 2024:

Population of the jurisdiction served by the recipient	Maximum award in FY 2024	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $2.91 million	None available
1,000,001 – 2,500,000 people	No more than $2.91 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $2.91million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
  - **Fire Departments**: Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
  - **Nonaffiliated EMS Organizations**: Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
  - **Emergency Medical Services Providers**: Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
  - **State Fire Training Academy**: Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available federal grant funds may be awarded per SFTA applicant.
  - **Vehicles**: Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
  - **Micro Grants**: The selection of the voluntary Micro Grant option (cumulative federal funding of $75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***
Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process
AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

a. ***Pre-Scoring Process***
The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with

program guidance and statutory funding limitations. The pre-score is half of the total application score.

b. ***Peer Review Panel Process***

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

i. NARRATIVE EVALUATION CRITERIA

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s). Each narrative section allows no more than 4,000 characters each, including spaces and punctuation.

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on FEMA website: Assistance to Firefighters Grants Documents | FEMA.gov**. The documents are designed to assist applicants with narrative preparation and provide specific criteria used by a panel of peer reviewers when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.**

Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

Financial Need (25%). This section allows 4,000 characters (including spaces and punctuation).

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

Project Description and Budget (25%). This section allows 4,000 characters (including spaces and punctuation).
The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, local, or tribal requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

Cost Benefit (25%). This section allows 4,000 characters (including spaces and punctuation).
Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

Statement of Effect on Operations (25%). This section allows 4,000 characters (including spaces and punctuation).
The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildfire and Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

c. ***Technical Evaluation Process (TEP)***
The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will make a final assessment of the application with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During TEP, the information in Appendix B is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding based on findings made during this assessment.

F. Federal Award Administration Information

In addition to the language below, please see Appendix C of this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2024 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. ***DHS Standard Terms and Conditions***
All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. ***Ensuring the Protection of Civil Rights***
As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***
As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of

communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources including, but not limited to, threatened or endangered species and historic properties; and identify mitigation measures and/or alternative courses of action that may lessen any impact to those resources.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen any impact to environmental resources and bring the project into compliance with EHP requirements.

Guidance on the EHP process is found at Environmental Planning and Historic Preservation. The site contains links to various documents including those identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) "Freeboard Value Approach" (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or

- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA);
- Air quality systems;
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety);
- Generators (fixed);
- Sprinklers;
- Vehicle exhaust systems (fixed);
- Washer/dryer/extractor;
- Fixed communications antennas onto a building;
- Building renovations such as removal of walls or installation of electrical or water lines;
- Training/exercises in natural settings such as rope or swift water;
- LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed; and
- Purchase of PPE and/or SCBA.

d. ***Mandatory Disclosures***
The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. Reporting
Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. ***Financial Reporting Requirements***

I. FEDERAL FINANCIAL REPORT (FFR)
Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES
Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. ***Programmatic Performance Reporting Requirements***

I. PERFORMANCE PROGRESS REPORT (PPR)
The recipient is responsible for completing and submitting a PPR using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- **No later than July 30 (for the period January 1 – June 30)**
- **No later than January 30 (for the period July 1 – December 31)**

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. If applicable, the recipient must include with the final progress report an inventory of all construction projects.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance. If the final FFR and performance report periods coincide with the end of the period of performance, FEMA has discretion under 2 C.F.R. Part 200 to waive the last quarterly/semiannual/annual reports and only require the final FFR and performance report for closeout purposes. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(d).

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used

beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in Contracting Performance Assessment Reporting System (CPARS) the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. ***Additional Reporting Requirements***

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it

knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. Reporting of Matters Related to Recipient Integrity and Performance

Appendix XII to 2 C.F.R. Part 200 sets forth a term and condition related to recipient integrity and performance matters that will apply to all federal awards under this funding opportunity. If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of a federal award under this funding opportunity, then a recipient must maintain the currency of information reported in the Contracting Performance Assessment Reporting System (CPARS) about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. Single Audit Report

A recipient that expends $750,000 or more during the recipient's fiscal year in federal awards (as defined by 2 C.F.R. § 200.1) must have a single audit conducted in accordance with 2 C.F.R. § 200.514 except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501. The audit must be conducted in accordance with 2 C.F.R. Part 200, Subpart F and, as required by 2 C.F.R. § 200.514, in accordance with the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards, which can be found on the Yellow Book page of the GAO website.

6. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the

recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing semi-annual financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***AFG Program Office Contact***

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. ***FEMA Grants News***

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9 AM – 5 PM ET.

c. ***Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. ***FEMA Regional Offices***

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available on the FEMA website at Assistance to Firefighter Grants Regional Contacts.

e. ***Civil Rights***

The FEMA Office of Civil Rights (OCR) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. ***Environmental Planning and Historic Preservation***
GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. ***FEMA GO***
For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 AM – 6 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***
If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. ***With the Consent of the Recipient***
FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***
The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in

its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;

f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

Grant and cooperative agreement recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant or cooperative agreement.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities and intellectual disabilities to the extent practicable.
- Provide auxiliary aids and services, including American Sign Language interpreters, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, needs of individuals with intellectual disabilities, and information access.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-

through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. ***Important Changes to Procurement Standards in 2 C.F.R. Part 200***

States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2

C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.12.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;

- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. ***Supply Schedules and Purchasing Programs***
Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

i. **General Services Administration Schedules**
States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

ii. **Other Supply Schedules and Programs**
For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;

- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. ***Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. Financial Assistance Programs for Infrastructure

a. ***Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02,

Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy American Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov. and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. ***Waivers***

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

c. ***Definitions***
For BABAA specific definitions, please refer to the FEMA Buy America website at: "Programs and Definitions: Build America, Buy America Act | FEMA.gov."

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

8. Record Retention

a. ***Record Retention Period***
Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***
FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, civil rights complaint investigations and compliance reviews, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or

program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F.5.d.iii of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

14. Hazard-Resistant Building Codes

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities and lives against natural disasters, with an estimated $11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work in support of the multi-agency National Initiative to Advance Building Codes. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications and standards, and to exceed them where feasible."

15. Appendix A – FY 2024 AFG Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the AFG Program. The FY 2024 AFG Program funding notice contains some changes to definitions,

descriptions, and priority categories. Changes include:

- Under Narrative Evaluation Criteria:
  A character count for each narrative section and a link to the Narrative Development Toolkit and Self-Evaluation sheets was added.

- Under Application Tips:
  Clarification that scores for applications with a mix of "High," "Medium," and "Low" priorities may be negatively impacted was added to this section. Applicants must consider priorities under each Activity listed in this NOFO when applying.

- Under Equipment Activity:
  - Clarification that FEMA will consider only "High" priority items for funding was added.
  - The following EMS equipment was added as High Priority:
    - Suction Unit (non-disposable)
    - CPAP Device
    - Power Stair Chair
    - Patient Carbon Monoxide Monitor
    - Capnography/capnometer Device
  - The following EMS equipment was added as Medium Priority:
    - O2 Kit
    - Non-disposable Splints
  - The following EMS equipment was added as Low Priority:
    - Stretcher
    - Backboard
    - Trauma Bag
    - Mass Casualty Kit

- Under Wellness and Fitness Activity:
  A clarification that Priority 1 programs must be already in place or requested in the application before Priority 2 programs will be considered for funding. In addition, the following items were added as ineligible:
    - Saunas (including infrared)
    - Hyperbaric chambers
    - Ice baths
    - Purchase of medical equipment

- Under Grant Writer/Preparation Fees:
  Clarification that the grant writer fee is subject to the cost share requirement was added.

16. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. ***Ineligible Applications and/or Organizations***

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
    - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
    - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment (including quantities) is for which agency/instrumentality. This is permissible

even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. ***Supporting Definitions for this NOFO***

Authority Having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of

350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. ***Community Classifications***

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at Urban and Rural.

FY 2024 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. ***Application Tips***

The following information may be useful when preparing a competitive application:

- NFPA "FREE ACCESS": As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and

standards available online for free. Please visit NFPA's Free Access page.

- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE. In other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- **Applicants are encouraged to review the funding priorities listed under each activity in Appendix B "Funding Priorities" section in this NOFO. These priorities are marked as "High," "Medium," or "Low" and should be considered when applying for a grant. FEMA will fund items and activities with the highest priority first. Applying for "Medium" or "Low" priority items in addition to "High" priority items/projects may negatively impact the overall score of the activity. In addition, FEMA will only consider "High" priority items for funding under Operations and Safety – Equipment activity.**

e. ***Restrictions on Uses of Award Funds***

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an

existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.

- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.
- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
  - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
  - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
  - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a Regional SCBA request under the PPE activity. Regional requests for Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
  - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.
- Items must be requested using individual item dropdowns in the application (e.g. nozzles and appliances should not be requested under 'Hose (Attack/Supply)' dropdown, but under 'Appliance(s)/Nozzle(s)' option). In addition, items requested as a bundle without details on the number of units and cost per individual component will not be considered for funding.

f. *Funding Priorities*

i. Operations and Safety – Training Overview

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training evaluated using national or state standards
H	Training that brings a department into compliance with recommended NFPA or other national standards
H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification
M	Training that is self-directed/validated
L	Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder		H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical Technician to Paramedic		H	H	H
Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	440, 460, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1910	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking

to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed $50,000 for Operation and Safety requests; this does not apply to SFTA requests

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

II. Operations and Safety – Equipment Overview

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under "Additional Funding" in the "Request Details" section of the application. Make sure to identify the type and scope of training, timeframe, etc. in the item description section. Training must be specific to the use of the

equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Only High (H) priority equipment items listed below will be considered for funding.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - M Regional Applicants - H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic Hand Tools (Structural/Wildfire)	Basic Hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - M	Electric/Gas Powered Saws/Tools - H
M H	Short	Fit Tester - M	Fit Tester – H

Priority	Age Category	Fire and Fire Regional	SFTA
M H	Long	Foam Eductors - M	Foam Eductors - H
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) - M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets - M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P- 25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT

Priority	Age Category	Fire and Fire Regional	SFTA
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
	Short	Mass Casualty Kit	Mass Casualty Kit
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
EXTRICATION			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	**Purpose of Request**	**Definition**
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment	• Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment.

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
• Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities
• Equipment that has a direct effect on firefighters' health and safety • Age of equipment considered for replacement • Equipment that operationally benefits other jurisdictions • Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Technical specifications are located at: FY 2023 SAFECOM Guidance on Emergency Communications Grants.
- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2024 AFG Program funds to support emergency communications activities should review and comply with SAFECOM requirements, including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. Operations and Safety – PPE Overview

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace or purchase new PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Exposure to Per-and polyfluoroalkyl substances (PFAS chemicals) has been linked to cancer and other health effects. Recipients of PPE awards are strongly encouraged to ask potential vendors about their current level of compliance with using PFAS-free materials and to purchase PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured. PPE gear (to include SCBA) that is less than 10 years old and 2 NFPA cycles behind that was deemed damaged/unsafe/unrepairable is eligible for replacement if sufficient justification is provided in the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High (**H**) Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildfire PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one

coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.

- FEMA considers PPE gear bags and RIT packs as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.
- Recipients should consider the importance of proper fitting gear when making purchasing decisions. This includes the nuances with proper fitting for female firefighters.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the "Additional Funding" section within the "Request Details" section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Purpose of Request**	**Definitions**
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/ unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/ noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities
• Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced. • Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/ Backpack, Face Piece, and two cylinders)
Wildfire H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	
• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits

Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request) • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

IV. Operations and Safety – Wellness and Fitness Overview

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
Priority 1 Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet current NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals is available here: https://firstrespondercenter.org. Below are the five activities required for a complete Wellness and Fitness program: • Initial medical exams; • Job-related immunization; • Annual medical and fitness evaluation; • Behavioral health; and

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Cancer Screening Program to meet NFPA 1582.

Priority 2
Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation;
- Injury/illness rehab;
- Formal fitness, injury prevention; or
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
    - Aerobic Capacity,
    - Body Composition,
    - Muscular Strength,
    - Muscular Endurance and
    - Flexibility.

Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope
This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose
The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall); note that these will require EHP review

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships • Saunas (including infrared) • Hyperbaric chambers	• Ice baths • Purchase of medical equipment • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

V. Operations and Safety – Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via

a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:
Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	• New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Station maintenance • Resurfacing of bay floors • Interior remodeling not pertaining to the requested project(s) • Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

g. ***Regional Applications***
A Regional application is an opportunity for a fire department or a nonaffiliated EMS

organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for $1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety). However, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization’s EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant- funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. ***Vehicle Acquisition***

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildfire firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the

financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities	
H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: Traffic Incident Management Systems
- New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT
Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit FEMA's website at Assistance to Firefighters Grant Program. Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment; and
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained

through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of equipment for the awarded if already supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and equipment specific to the type of apparatus awarded and as listed in the NFPA 1990.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production **Note: Food and beverages are ineligible travel expenses**

Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages

Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

17. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. ***Help FEMA Prevent Fraud, Waste, and Abuse***
If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. ***Economic Hardship Waivers of Cost Share and Maintenance of Effort***
In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in Information Bulletin No. 427.

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

c. ***Grant Writer/Preparation Fees***
Fees for grant writers may be included as a pre-award expenditure. This expenditure is a subject to the cost-share requirement. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or

debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services;
ii. A copy of the invoice or purchase order;
iii. A copy of the canceled check (front and back); and
iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under $1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application.

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place before submitting the application.

d. ***Maintenance and Sustainment for AFG Programs***

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased. The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period

of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. ***Taxes, Fees, Levies, and Assessments***

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit the Federal Communications Commission website.*

f. ***Excess Funds***

After completing the initial project's purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization's local

needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions
In general, excess funds are limited to no more than $10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to eight SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

g. ***Payments and Amendments***
FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances
Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value of Funds Rate.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of the AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

h. ***Disposition of Grant Funded Equipment***
A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of

state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

Board of County Commissioners

AGENDA ITEM

Meeting: 12/03/2024
Department: HCFRD
Prepared By: Amelia Gebala
Initiator: Paul Hasenmeier
DOC ID: 15013
Legal Request Number:
Bid/Contract Number:

TITLE

Submittal of Application to US Department of Homeland Security for FY 2024-25 Assistance to Firefighters Grant Program for Hernando County Fire and Emergency Services

REVIEW PROCESS

Paul Hasenmeier	Approved	11/14/2024 2:28 PM
Mindy Rivera	Approved	11/15/2024 11:00 AM
Albert Bertram	Approved	11/15/2024 5:00 PM
Pamela Hare	Approved	11/18/2024 12:35 PM
Melissa Tartaglia	Approved	11/18/2024 12:36 PM
Heidi Prouse	Approved	11/18/2024 12:43 PM
Toni Brady	Approved	11/18/2024 1:07 PM
Jeffrey Rogers	Approved	11/25/2024 10:07 AM
Colleen Conko	Approved	11/25/2024 10:45 AM

RESULT: **ADOPTED**
MOVER: John Allocco
SECONDER: Jerry Campbell
AYES: Hawkins, Campbell, Allocco, Champion and Amsler

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

COUNTY OF HERNANDO

Information current from SAM.gov as of:	**09/07/2025**
UEI-EFTI	**MWKBKNTZ9SW7**
DUNS (includes DUNS+4):	**073212920**
Employer Identification Number (EIN):	**591155275**
Organization legal name:	**COUNTY OF HERNANDO**
Organization (doing business as) name:	
Mailing address:	**15470 FLIGHT PATH DR BROOKSVILLE, FL 34604-6823**
Physical address:	**15470 FLIGHT PATH DR BROOKSVILLE, FL 34604-6823**
Is your organization delinquent on any federal debt?	**N**
SAM.gov registration status:	**Active as of 01/12/2025**

☑ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	**Hernando County Fire and Emergency Services**

Main address of location impacted by this grant

Main address 1	**15470 Flight Path Drive**
Main address 2	
City	**Brooksville**

State/territory	**FL**
Zip code	**34604**
Zip extension	**6823**
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	**Hernando County**

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.
Please provide the following additional information about the applicant.

Applicant type:	**Fire Department/Fire District**
Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.	**No**
What kind of organization do you represent?	**All Paid/Career**
How many active firefighters does your department have who perform firefighting duties?	**274**
How many of your active firefighters are trained to the level of Firefighter I or equivalent?	**274**
How many of your active firefighters are trained to the level of Firefighter II or equivalent?	**274**
Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?	**No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

- [x] Meets NFPA or 1582 standard
- [ ] Meets NTSB or DOT standard

☐ Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?	**289**
Does your department have a Community Paramedic program?	**Yes**
How many personnel are trained to the Community Paramedic level?	**3**
How many stations are operated by your department?	**14**
Does your organization protect critical infrastructure of the state?	**Yes**
Please describe the critical infrastructure protected below.	**Hernando County Fire Rescue protects a great deal of critical infrastructure in our 589 square mile jurisdiction. There are multiple interstate and intrastate roadways (I75, US19, US41, US98, US 301, Suncoast Parkway) that provide interconnectivity for commuter, tourist, and commercial traffic. These roadways also play an integral role in evacuations and pre-positioning of assets before, during, and after hurricane natural disasters for not only our area, but to include the entire State of Florida. We have 10 elementary schools, 7 middle schools, 5 high schools, 26 pre-kindergarten schools, 13 private school, 3 charter schools, and the Pasco-Hernando Community College within our jurisdiction. Many of the public schools serve as shelters in case of emergencies within the County. We protect the freshwater treatment and delivery system, wastewater treatment facility, Withlacoochee River Electric grid, Duke Energy grid, Sumter Energy grid and several natural gas utilities to include transmission lines that support the region. In addition, there are 65 radio communications towers within the County that we protect. Three hospitals, one mental health inpatient facility, and one inpatient rehabilitation facility, 7 ambulatory surgical facilities, 9 adult family care homes, 26 assisted living facilities, and 6 skilled nursing facilities within our county rely on our department for all hazard response. The Hernando County Sheriff's Office, jail, two Sheriff's substations and a county courthouse that houses the 5th District**

	Court for the State of Florida are in our jurisdiction. We work closely with the Brooksville Tampa Bay Regional Airport and our ARFF team to protect the airfield and be prepared for an emergency. This airport serves as the emergency landing field for aircraft in the greater Tampa Bay region. We also work with two Army National Guard installations, one armory, and the Camp Blanding Army Airfield. Lastly, we respond to all state and federal offices located within the county, including 7 United States Post Offices. During and after a disaster, there are many locations within the County that may serve as Disaster Recovery Centers and Points of Distribution for essential supplies. These locations must be evaluated and be ready to open as expeditiously as possible to ensure residents receive all necessary materials and supplies to aid in quick recovery after an emergency event.
Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.	**Yes**
Please enter your FDIN/FDID.	**40040**
Do you offer live fire training?	**Yes**
What is the total number of live fire training exercises conducted per year on average?	**6**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year:	**2024**

Fiscal Year	Operating budget
2024	$105,039,773.00
2023	$78,967,866.00
2022	$75,214,506.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?	**41**
Does your department have any rainy day reserves, emergency funds, or capital outlay?	**Yes**
What is the total amount currently set aside?	**35678905.00**
Describe the planned purpose of this fund.	**The Hernando County Board of County Commissioners has a reserve policy of 18.5%; they prefer to keep it closer to 25%. This reserve fund is set aside for contingencies for capital projects.**

What percentage of the declared operating budget is derived from the following	2024	2023	2022
Taxes	73	72	81
Bond issues	6	13	0
EMS billing	13	15	18
Grants	0	0	0
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0

What percentage of the declared operating budget is derived from the following	2024	2023	2022
Other	8	0	1
Totals	100 %	100 %	100 %

Please explain the "Other" portion of the declared operating budget.	**Interest, firefighters supplement compensation, Excess fees returned from property appraiser and tax collector, donations, misc. revenue**
Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.	**Our fire budget is 99% derived from Municipal Service Benefit Unit funds. The other 1% is from donations, firefighter education reimbursement, and impact fees from new construction. Our EMS budget is 50% derived from Municipal Service Taxing Unit dollars. 49% is derived from ambulance service fees and balance of 1% is from miscellaneous revenue. The 2024 County referendum to increase the local sales tax to fund public safety improvements failed. Additionally, proposed increases to fire assessment fees to cover overhead costs have not been implemented. Impact fees, currently collected at 22%, are insufficient to fund necessary capital improvements. As the population grows, there are demands for three new fire stations totaling $21 million in the next five years. Two existing stations are undersized, and the logistics warehouse is inadequate. Given these challenges, securing funding for these critical capital needs remains a significant obstacle. While fire stations typically have a 50-year lifespan, many of our stations are 30-35 years old, requiring increased maintenance to remain operational. As these stations approach the end of their useful life, we must carefully consider replacement or extensive renovation options to maintain level of service. To meet our growing needs, we have constructed three replacement fire stations since 2021, financed through lines of credit. These loans require annual payments of $337,106 for Station 2 through 2072, $495,000 for Station 5 through 2071, and $54,000 for Station 6 through 2031, totaling $886,106 annually. Our average collection rate for EMS service billing is 75%. Our ALS (Advanced Life Support) billing rate is $1,072 per**

transport. On average in fiscal year FY 2024, after approved rate adjustments from the insurance companies, we receive $449 per service call (42% of our billed rate). While we do not recover 100% of our costs for these services, we are committed to continually offering top-notch emergency care for our residents. Households in Hernando County earn a median yearly income of $62,764. This is 14% less than the state average, and 21% than the nation. Our unemployment rate 4.8%; compared to the state rate of 3.3%. Of the total population, 11.8% persons below the poverty line; with 13% of children and 11% of seniors in poverty. Additionally, Hernando County's economic landscape has shifted, with a decrease in local employment from 60% in 2022 to 54.5% in 2024. Key industries include healthcare, retail, service facilities, and hospitality. The income limitations and commuting patterns of our residents constrain opportunities for fundraising and financial support within the community. The total budget for the Hernando County Fire Rescue Department is $105,039,773.00. The total Fire budget is $50,407,318.00, and EMS budget is $54,632,455.00. Our fire budget includes Personnel: $24,361,292 (49%); Operating Costs: $8,542,554 (17%); Capital Outlay: $949,063 (1.88%); Debt Service: $741,865 (1.47%), Non-Operating Expenditures: $15,120,776 (29.98%); Interfund Transfers: $641,768 (1.27%); and grant match funds: $50,000.00 (.09%). Our EMS budget includes Personnel: $18,580,478 (34%); Operating Costs: $8,946,296 (16.38%); Capital Outlay: $3,210,750 (5.88%); Debt Service: $177,109 (.32%); Grants and Aid: $8,552 (.02%); Non-Operating Expenditures: $23,017,929 (42%); interfund transfers: $651,341 (1.19%); and grant match: $40,000 (.07%). The Hernando County Board of County Commissioners has a reserve policy of 18.5%; however, they prefer for that contingency to be maintained closer to 25% for operational efficiency. We have dedicated our reserve to be utilized for contingency and cost overruns for capital construction projects. This funding cannot be used for operations and training as it would be inconsistent with Board policy.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA

No

Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?	**No**
This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?	**Yes**

Please provide an explanation for other funding sources in the space provided below.
Interest, firefighters supplement compensation, Excess fees returned from property appraiser and tax collector, donations, misc. revenue

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2024	2023	2022
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	1	1	2
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	17	14	13
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	3	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Seated riding positions
The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	13	4	17
Ambulances for transport and/or emergency response.	15	5	20
Tankers or tenders (water capacity of 1,000 gallons or more).	3	0	3
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	1	3
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	8	1	9
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	1	0	1
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	35	0	35

How many ALS Response vehicles are in your fleet?	**39**
Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?	**Yes**
Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.	**Hernando County Fire Rescue is a career department located in Hernando County, Florida that covers 589 square miles spanning from the Gulf of Mexico north of the Tampa Bay metro to east of Interstate 75. We have a very diverse response area that includes very dense**

residential areas, commercial districts including a Walmart distribution center, coastal recreation areas, and rural farmland to include horse farms with multi-million-dollar facilities in un-hydranted areas. We respond to all types of incidents including structural fires, EMS, water rescue, hazardous materials, motor vehicle accidents, airport rescue firefighting, urban search and rescue, and wildland fire suppression. We work closely with the Hernando County Emergency Management Division on routine and escalating natural disasters such as hurricanes. A recent internal risk assessment highlighted a 24% increase in major calls for EMS service since 2020. Simultaneously, the overall County population has grown by 12%, much of which occurred in areas not previously identified for significant growth, increasing service call times. Due to the lack of affordable health care options in the County, more residents are using emergency rooms for routine medical, mental health and dental concerns. This increased need strains the already limited services Hernando County has for more complex emergencies. The average response time for incidents across the County is 7.52 minutes for all incidents, with the average length of service for motor vehicle calls lasting 23.54 minutes. The length of these service calls compounded by the increase in total service calls creates additional strain on existing personnel and leads to fatigue, turnover, and burnout. As the population of the County increases, the character of the department has changed. While we have grown by 16% since 2020, a significant portion of our institutional knowledge has retired. Nearly 60% of our personnel have less than ten years of experience, while only 12% have over twenty. This generational shift, coupled with a national shortage of emergency services professionals, presents significant challenges. There is a critical need for well-qualified, dedicated emergency services personnel to assist in our growing need for service. Additionally, as the three new fire stations come online, there will be a need for approximately 72 qualified personnel to staff those stations.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	**County**
What type of community does your organization serve?	**Suburban**
What is the square mileage of your first due response zone/jurisdiction served?	**589**
What percentage of your primary response area is protected by hydrants?	**30**

What percentage of your primary response area is for the following:	**Percentage (must sum to 100%)**
Agriculture, wildland, open space, or undeveloped properties	3
Commercial and industrial purposes	3
Residential purposes	94
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?	**212807**
Do you have a seasonal increase in population?	**Yes**
What is your seasonal increase in population (number of people)?	**10000**
Please describe your organization and/or community that you serve.	**Hernando County Fire Rescue is a career department located in Hernando County, Florida that covers 589 square miles spanning from the Gulf of Mexico north of the Tampa Bay metro to east of Interstate 75. We have a very diverse response area that includes very dense residential areas, commercial districts including a Walmart distribution center, coastal recreation areas, and rural farmland to include horse farms with multi-million-dollar facilities in un-hydranted areas. We respond to all types of incidents**

including structural fires, EMS, water rescue, hazardous materials, motor vehicle accidents, airport rescue firefighting, urban search and rescue, and wildland fire suppression. We work closely with the Hernando County Emergency Management Division on routine and escalating natural disasters such as hurricanes. Hernando County has unique adventures for every type of adventure seeker, including meeting mermaids, experiencing an adrenaline rush through ATV and motorcycle riding, kayaking adventures, and cycling. A wonderland of outdoor adventures, active family fun, centuries of history, Southern hospitality, and vibrant local color, offer a one-of-a-kind visit you won't soon forget. Enjoy water adventures, land adventures, attractions, parks and more. At the headwaters of the Weeki Wachee River, the park's first magnitude spring, holds a sight of mythical proportions: the world-famous Weeki Wachee Mermaids. For over seven decades, the Mermaids have captivated audiences with their daily underwater performances. Visitors from around the world come to see one of the state's most famous residents: the Florida manatee. Florida's Adventure Coast, Brooksville-Weeki Wachee, offers many interesting destinations of historical significance, along with cultural locations. Built in 1845, the Chinsegut Hill Historic Site is a stately two-story manor house poised atop one of central Florida's highest hilltops. It is the centerpiece of a 114-acre estate surrounded by ancient Spanish moss-draped oaks and natural habitat. In addition to the many places to experience adventure, there are many festivals that happen throughout the year, including scavenger hunts in the City of Brooksville, Front Porch Art Walks in Hernando Beach, and the Greek Festival in Spring Hill. There is truly something for everyone in Hernando County, and Fire Rescue is an essential piece, providing emergency medical assistance to residents and vendors alike.

Call volume

Summary	2023	2022	2021
Fire - NFIRS Series 100	574	447	430
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	11	7	5
Rescue & Emergency Medical Service Incident - NFIRS Series 300	29672	29923	29223
Hazardous Condition (No Fire) - NFIRS Series 400	284	305	251
Service Call - NFIRS Series 500	3882	4084	4591
Good Intent Call - NFIRS Series 600	2347	2319	2323
False Alarm & Falls Call - NFIRS Series 700	1571	1625	1448
Severe Weather & Natural Disaster - NFIRS Series 800	6	22	5
Special Incident Type - NFIRS Series 900	13	9	2
Total	38360	38741	38278

Fire

How many responses per year per category?	2023	2022	2021
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	158	106	110
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	78	79	87
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	209	167	148
Total	445	352	345

Total acreage per year	2023	2022	2021
Total acreage of all vegetation fires	50	0	603

Rescue and emergency medical service incidents

How many responses per year per category?	2023	2022	2021
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	1771	1710	1830
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	3	4	2
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	331	275	488
EMS-BLS Response Calls	6902	7332	6429
EMS-ALS Response Calls	16893	16105	16603
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	25900	25426	25352

Mutual and automatic aid

How many responses per year per category?	2023	2022	2021
Amount of times the organization received Mutual Aid	83	81	109
Amount of times the organization received Automatic Aid	83	81	109
Amount of times the organization provided Mutual Aid	76	218	262
Amount of times the organization provided Automatic Aid	76	218	262
Of the Mutual and Automatic Aid responses, amount that were structure fires	83	81	109
Total	401	679	851

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to $75,000 in federal resources. **No**

Grand total: $105,000.00

Program area: Operations and safety

▸	**Activity: Training**	**$105,000.00**

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Training	3	$105,000.00
Total	3	$105,000.00

Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	$0.00
Fringe benefits	$0.00

Object class categories	Total
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$105,000.00
Construction	$0.00
Other	$0.00
Total direct charges	$105,000.00
Indirect charges	$0.00
TOTAL	$105,000.00
Non-federal resources	
Applicant	$9,545.45
State	$0.00
Local	$
Other sources	$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	$95,454.55
Non-federal resources	$9,545.45
TOTAL	$105,000.00
Program income	$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Kelly Trout Finance Manager ktrout@hernandocounty	**Primary phone** 3527544282 Work **Fax**	**Additional phones** 3525404353 Work

Assurance and certifications

OMB number: 4040-0007 Expiration Date: 02/28/2025 View burden statement

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books,

papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved

State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Certifications regarding lobbying

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

View burden statement

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted

application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

RESOLUTION NO.: 2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2026 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2026 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2026 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
1691-32202-3312202	FED GRT-FEMA AL #97.044	0.00	95,455.00	95,455.00
1691-32202-3999078	TRANSFER/GRANT MATCH	0.00	9,545.00	9,545.00
				0.00
		$0.00	$105,000.00	$105,000.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
1691-32202-5303401	CONTRACTED SERVICES	0.00	105,000.00	105,000.00
				0.00
		0.00	105,000.00	105,000.00

ADOPTED this 28th day of October, 2025 .

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
Brian Hawkins
Chair

** **Reference: Legistar # / Mtg Date. LS# 16526 10/28/25**

Office of Management and Budget use only:
Fund Number: 1691 Department No. 32202 Approved by: AG Date: 10/01/25 BR2026- 005

Revised 9/20/22

$0.00 dbl ck

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: HCFRD
Prepared By: Kelly Trout
Initiator: Paul Hasenmeier
DOC ID: 16551
Legal Request Number:
Bid/Contract Number:

TITLE

Presentation Regarding Request for Hernando Fire Rescue and Emergency Services Trainee Program

BRIEF OVERVIEW

In June 2024, Hernando County Fire Rescue and Emergency Services (HCFR), like many agencies across Florida, faced challenges in recruiting qualified firefighters and emergency medical technicians (EMTs)/paramedics to fill vacant positions. To address this issue, we developed a workforce program in partnership with local schools to attract candidates who are already connected to and invested in the Hernando County community. The response has been overwhelmingly positive; the first advertisement for the trainee program generated over 100 applications within the first two weeks.

HCFR recruits uncertified candidates and funds their training for firefighting and EMT certification. While they are in school, these candidates also work within the department to begin learning the skills and gaining a broad understanding of fire service work. In our facilities maintenance and logistics warehouse, for example, they complete many tasks that might otherwise be outsourced such as painting fire stations, laying rock, trimming trees, and assisting after natural disasters. Various County Departments such as Animal Services, Human Resources, Mosquito Control, and Emergency Management often call on HCFR to lend manpower to projects, and these candidates have helped meet those needs.

Depending on the school schedule, candidates typically take nine months to a year to complete their classes and graduate. Upon graduation, they are promoted to a Firefighter/EMT I position and assigned to a fire station.

Currently, HCFR is utilizing existing full-time employees (FTE's) who are hired and then immediately assigned to a fire station. While this approach helps maintain operational readiness, it can leave other areas short-staffed and result in increased overtime to cover those gaps. To address this issue, HCFR is requesting 12 additional FTE's to support the staffing program. These positions will be funded through reallocation of the existing overtime budget, resulting in no additional impact to the overall budget.

FINANCIAL IMPACT

Zero impact. Please see attached budget amendment.

Expenses:

Fund: 1661 HC FIRE RESCUE FIRE **Department: 02261** HC FIRE RESCUE FIRE

Account:
5101400 Salary & Wages - Overtime -277,200

5101200	Salary & Wages - Regular	187,200
5102300	Life & Health	90,000

Fund: 1691 HC FIRE RESCUE RESCUE **Department: 02491** HC FIRE RESCUE RESCUE

Account:

5101400	Salary & Wages - Overtime	-277,200
5101200	Salary & Wages - Regular	187,200
5102300	Life & Health	90,000

LEGAL NOTE

The Board has authority in this matter pursuant to Florida Statutes 125.

RECOMMENDATION

It is recommended that the Board approve twelve (12) additional FTE's for the trainee program with zero budget impact.

REVIEW PROCESS

Paul Hasenmeier	Approved	10/07/2025 1:53 PM
Amelia Gebala	Approved	10/09/2025 8:08 AM
Erin Dohren	Approved	10/13/2025 3:42 PM
Pamela Hare	Approved	10/13/2025 4:24 PM
Michael Cowan	Approved	10/14/2025 8:18 AM
Heidi Prouse	Approved	10/14/2025 9:39 AM
Toni Brady	Approved	10/14/2025 4:00 PM
Jeffrey Rogers	Approved	10/19/2025 9:34 PM
Colleen Conko	Approved	10/20/2025 11:00 AM

Trainee Program

Hernando County Fire Rescue

Workforce Development

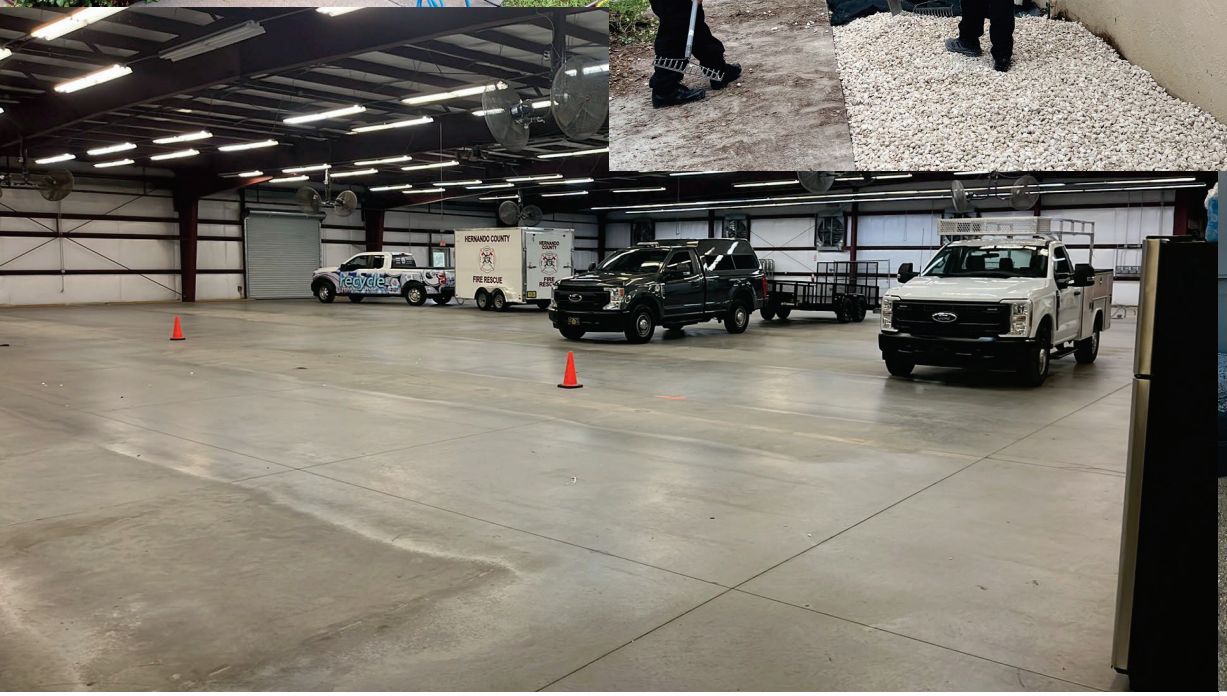
- Hired with no or limited fire or EMS certifications
- Work as laborers in facilities, logistics, and community risk reduction
- Attend scheduled fire and EMS academies
- Assist other departments
- Once certified, transition to fire and EMS combat positions

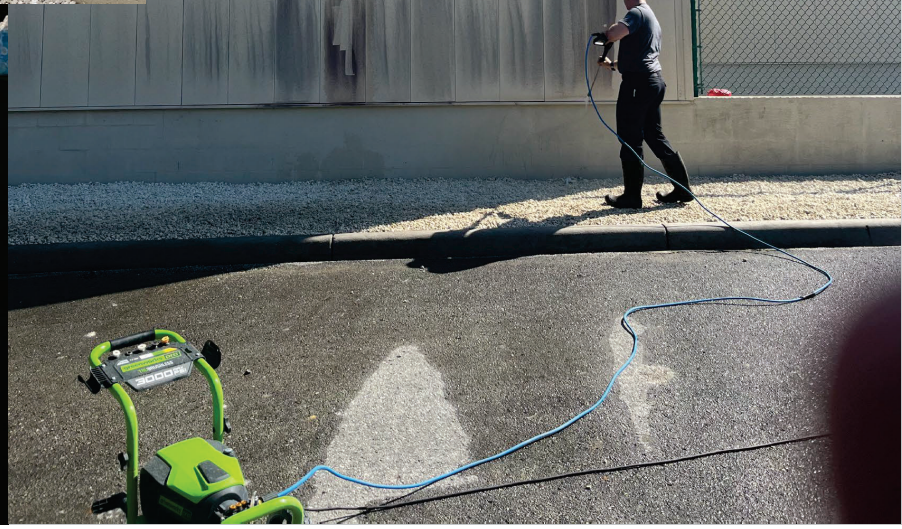
Cost / Benefit Analysis

- $15 per hour
- Reduced contracted services cost
  - Example: station landscaping, flooring, painting
- Increased pride and ownership of organization

Hurricane Response / Recovery

FIRE
RESCUE


HERNANDO COUNTY
FIRE RESCUE



EXIT

HERNANDO COUNTY
BUDGET AMENDMENT REQUEST FORM
FY 2026

REVENUE ACCOUNTS:

Account #	Account Name	Present Budget	Decrease	Increase	Amended Budget
					$0
					0
					0
					0
	TOTAL	**$0**	**$0**	**$0**	**$0**

EXPENDITURE ACCOUNTS:

Account #	Account Name	Present Budget	Decrease	Increase	Amended Budget
1661-02261-5101200	Salary & Wages - Regular	14,647,646	0	187,200	$14,834,846
1661-02261-5101400	Salary & Wages - Overtime	995,000	277,200	0	$717,800
1661-02261-5102300	Life & Health	5,257,160	0	90,000	$5,347,160
	TOTAL	**$20,899,806**	**$277,200**	**$277,200**	**$20,899,806**

Account #	Account Name	Present Budget	Decrease	Increase	Amended Budget
1691-02491-5101200	Salary & Wages - Regular	12,118,200	0	187,200	$12,305,400
1691-02491-5101400	Salary & Wages - Overtime	569,000	277,200	0	$291,800
1691-02491-5102300	Life & Health	3,176,343	0	90,000	$3,266,343
	TOTAL	**$15,863,543**	**$277,200**	**$277,200**	**$15,863,543**

Justification: Transfer Overtime budget into Regular Salaries and Life & Health Benefits for Trainee program (12 FTE's)

Department Name: HCFR **Department No.** 02261/02491

APPROVAL SIGNATURES:

Department Head: **Date:**

Budget Officer: **Date:**

Legistar # / Mtg. Date: 16551 10/28/25

BUDGET OFFICE USE ONLY:

Fund # 1661/1691 Department #02261/02491 Verified By:AG Date Verified:10/9/25 BA2026-007

Revised: 9/30/24

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='02261'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1661 HC FIRE RESCUE - FIRE
DEPARTMENT-02261 HC FIRE RESCUE - FIRE
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	13,889,329.00	448,394.95	.00	448,394.95	13,440,934.05	3.23
5101212	SALARY-MARKET ADJUSTMENT	151,125.00	.00	.00	.00	151,125.00	.00
5101400	SALARIES & WAGES-OVERTIM	995,000.00	46,399.83	.00	46,399.83	948,600.17	4.66
5101501	SPECIAL PAY-STIPENDS	29,011.00	20.00	.00	20.00	28,991.00	.07
5102100	FICA TAXES-MATCHING	1,156,361.00	36,450.74	.00	36,450.74	1,119,910.26	3.15
5102200	RETIREMENT CONTRIBUTIONS	4,738,891.00	161,214.64	.00	161,214.64	4,577,676.36	3.40
5102300	LIFE & HEALTH INSURANCE	4,993,159.00	184,780.41	.00	184,780.41	4,808,378.59	3.70
5102400	WORKERS COMP PREMIUMS	638,105.00	21,032.52	.00	21,032.52	617,072.48	3.30
	TOTAL * PERSONAL SERVICES	26,590,981.00	898,293.09	.00	898,293.09	25,692,687.91	3.38
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303101	PROFESSIONAL SERVICES	519,000.00	.00	.00	.00	519,000.00	.00
5303401	CONTRACTED SERVICES	51,954.00	.00	.00	.00	51,954.00	.00
5303410	CONTR SRV-JANITORIAL/PES	6,050.00	.00	.00	.00	6,050.00	.00
5303413	CONTR SRV-MOWING	10,800.00	.00	.00	.00	10,800.00	.00
5303460	CONTR SRV-DISPATCHING	210,000.00	.00	.00	.00	210,000.00	.00
5303465	CONTR SRV-EMPL PHYSICALS	155,370.00	.00	.00	.00	155,370.00	.00
5304001	TRAVEL & PER DIEM	27,250.00	.00	.00	.00	27,250.00	.00
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	.00	500.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	69,284.00	.00	.00	.00	69,284.00	.00
5304205	POSTAGE AND FREIGHT	37,800.00	.00	.00	.00	37,800.00	.00
5304302	UTILITY SRV-ELECTRIC	69,877.00	.00	.00	.00	69,877.00	.00
5304303	UTILITY SRV-WTR,SWR,LPGA	14,880.00	.00	.00	.00	14,880.00	.00
5304304	UTILITY SRV-TRASH REMOVA	19,720.00	.00	.00	.00	19,720.00	.00
5304401	RENTAL/LEASE-EQUIPMENT	19,010.00	.00	.00	.00	19,010.00	.00
5304403	RENTAL/LEASE-LAND	13,983.00	.00	.00	.00	13,983.00	.00
5304405	RENTAL/LEASE-BUILDINGS	600.00	.00	.00	.00	600.00	.00
5304501	INSURANCE & BONDS-PREMIU	897,188.00	.00	.00	.00	897,188.00	.00
5304601	REPAIR/MAINT-BLDG & GRD	607,800.00	.00	12,722.50	.00	595,077.50	2.09
5304602	REPAIR/MAINT-VEHICLES	402,831.00	.00	.00	.00	402,831.00	.00
5304603	REPAIR/MAINT-EQUIPMENT	124,650.00	.00	.00	.00	124,650.00	.00
5304604	REPAIR/MAINT-OFFICE EQUI	975.00	.00	.00	.00	975.00	.00
5304605	REPAIR/MAINT-DP EQUIPMEN	4,150.00	.00	.00	.00	4,150.00	.00
5304606	REPAIR/MAINT-SOFTWARE	88,160.00	.00	.00	.00	88,160.00	.00
5304609	REPAIR/MAINT-RADIO COSTS	86,376.00	.00	.00	.00	86,376.00	.00
5304701	PRINTING & BINDING	10,600.00	.00	.00	.00	10,600.00	.00
5304801	PROMOTIONAL ACTIVITIES	12,500.00	.00	.00	.00	12,500.00	.00
5304901	ADVERTISING-LEGAL	200.00	.00	.00	.00	200.00	.00
5304921	OPER EXP-RMB SPCL ASSESS	1,000.00	.00	.00	.00	1,000.00	.00
5304922	FEES/COSTS-OTHER	1,300.00	.00	.00	.00	1,300.00	.00
5304923	FEES/COSTS-FILING FEES	1,500.00	.00	.00	.00	1,500.00	.00
5304933	FEES/COSTS-CST ALLO PLN	1,057,272.00	.00	.00	.00	1,057,272.00	.00
5304936	FEES/COSTS-TC COMMISSN	787,438.00	.00	.00	.00	787,438.00	.00
5304937	FEES/COSTS-TC REFUNDS	2,000.00	.00	.00	.00	2,000.00	.00
5304940	FEES/COSTS-PROP APPRSR	1,181,567.00	.00	.00	.00	1,181,567.00	.00
5304953	FEES/COSTS-FLT GPS TRCKN	26,040.00	.00	.00	.00	26,040.00	.00

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FUND-1661 HC FIRE RESCUE - FIRE
DEPARTMENT-02261 HC FIRE RESCUE - FIRE
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304955	FEES/COSTS-FLT CAP RECV	979,124.00	.00	.00	.00	979,124.00	.00
5304956	FEES/COSTS-FLT FCLTY AL	7,000.00	.00	.00	.00	7,000.00	.00
5304957	FEES/COSTS-FLEET/ADMIN	76,368.00	.00	.00	.00	76,368.00	.00
5304959	FEES/COSTS-BANK CHARGES	2,000.00	.00	.00	.00	2,000.00	.00
5304965	FEES / COSTS-NEW HIRES	27,000.00	.00	.00	.00	27,000.00	.00
5305101	OFFICE SUPPLIES	12,500.00	.00	.00	.00	12,500.00	.00
5305201	OPERATING SUPPLIES	160,355.00	.00	15,000.00	.00	145,355.00	9.35
5305202	GAS, OIL & LUBRICANTS	254,085.00	.00	.00	.00	254,085.00	.00
5305205	CLOTHING & UNIFORM APPRL	125,200.00	.00	.00	.00	125,200.00	.00
5305206	TOOLS & SMALL IMPLEMENTS	85,500.00	.00	.00	.00	85,500.00	.00
5305207	SAFETY GEAR AND SUPPLIES	566,660.00	.00	.00	.00	566,660.00	.00
5305214	OPER SUPP - HYDRANTS	8,600.00	.00	.00	.00	8,600.00	.00
5305217	OPER SUPP-HCFR-MSA/SCBA	27,775.00	.00	6,940.23	.00	20,834.77	24.99
5305218	OPER SUPP-HCFR-TRT	21,500.00	.00	.00	.00	21,500.00	.00
5305219	OPER SUPP-HCFR-HAZMAT	32,380.00	.00	.00	.00	32,380.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	20,758.00	.00	.00	.00	20,758.00	.00
5305222	OPER SUPP-CMPTR HARDWARE	6,200.00	.00	.00	.00	6,200.00	.00
5305225	OPER SUPP-MEDICAL SUPL'S	750.00	.00	.00	.00	750.00	.00
5305236	OPER SUPP-COMNTY OUTREAC	17,500.00	.00	.00	.00	17,500.00	.00
5305237	OPER SUPP-DRONES	18,500.00	.00	.00	.00	18,500.00	.00
5305246	OPER SUPP-HCFR-ARFF	11,000.00	.00	.00	.00	11,000.00	.00
5305247	OPER SUPP-HCFR-TRN OPS	15,500.00	.00	.00	.00	15,500.00	.00
5305248	OPER SUPP-HCFR-MARINE	10,000.00	.00	.00	.00	10,000.00	.00
5305250	OPER SUPP-VEH ACCESSORY	70,000.00	.00	.00	.00	70,000.00	.00
5305251	OPER SUPP-COMM ACCESSORY	15,295.00	.00	.00	.00	15,295.00	.00
5305264	UNCAPITALIZED EQUIPMENT	231,050.00	.00	.00	.00	231,050.00	.00
5305274	UNCAP EQUIP-TECH	95,750.00	.00	.00	.00	95,750.00	.00
5305401	BOOKS/PUBLICATIONS/SUBSC	2,000.00	.00	.00	.00	2,000.00	.00
5305402	DUES AND MEMBERSHIPS	5,657.00	.00	.00	.00	5,657.00	.00
5305420	SUBSCRIPTIONS-ELECTRONIC	50,543.00	.00	.00	.00	50,543.00	.00
5305506	EDUC-TRAINING & TUITION	189,863.00	225.00	.00	225.00	189,638.00	.12
5305510	EDUC-TUITION REIMBURSEMN	20,000.00	.00	.00	.00	20,000.00	.00
	TOTAL * OPERATING EXPENSES	9,686,038.00	225.00	34,662.73	225.00	9,651,150.27	.36
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606101	LAND ACQUISITION	1,850,000.00	.00	.00	.00	1,850,000.00	.00
5606401	EQUIPMENT $5,000 OR MORE	166,750.00	.00	.00	.00	166,750.00	.00
	TOTAL * CAPITAL OUTLAY	2,016,750.00	.00	.00	.00	2,016,750.00	.00
1ST SUBTOTAL-570 * DEBT SERVICE							
5707117	PRINCIPAL-LOC	345,107.00	.00	.00	.00	345,107.00	.00
5707217	INTEREST-LOC	37,443.00	.00	.00	.00	37,443.00	.00
	TOTAL * DEBT SERVICE	382,550.00	.00	.00	.00	382,550.00	.00
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909501	AMORTIZATION-BOND ISS CS	35,904.00	.00	.00	.00	35,904.00	.00

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FUND-1661 HC FIRE RESCUE - FIRE
DEPARTMENT-02261 HC FIRE RESCUE - FIRE
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5909910	BUDGET RES FOR CONTINGNC	9,084,236.00	.00	.00	.00	9,084,236.00	.00
5909917	BUDGET RES-CAPITAL PROJC	14,480,969.00	.00	.00	.00	14,480,969.00	.00
	TOTAL * NON-OPERATING EXPENSE	23,601,109.00	.00	.00	.00	23,601,109.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	73,500.00	.00	.00	.00	73,500.00	.00
5920830	TRNSF-NON-ADVAL REV S202	168,554.00	.00	.00	.00	168,554.00	.00
5951210	TRNSF-HLTH SELF INS(5121	310,824.00	.00	.00	.00	310,824.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	552,878.00	.00	.00	.00	552,878.00	.00
1ST SUBTOTAL-599 TRNSF-TO/FROM SAME FUND							
5999078	TRNSF-GRANT MATCH	40,000.00	.00	.00	.00	40,000.00	.00
	TOTAL TRNSF-TO/FROM SAME FUND	40,000.00	.00	.00	.00	40,000.00	.00
	TOTAL HC FIRE RESCUE - FIRE	62,870,306.00	898,518.09	34,662.73	898,518.09	61,937,125.18	1.48
	TOTAL HC FIRE RESCUE - FIRE	62,870,306.00	898,518.09	34,662.73	898,518.09	61,937,125.18	1.48
TOTAL REPORT		62,870,306.00	898,518.09	34,662.73	898,518.09	61,937,125.18	1.48

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

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FUND-1691 HC FIRE RESCUE - RESCUE
DEPARTMENT-02491 HC FIRE RESCUE - RESCUE
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	12,118,200.00	396,990.01	.00	396,990.01	11,721,209.99	3.28
5101212	SALARY-MARKET ADJUSTMENT	89,503.00	.00	.00	.00	89,503.00	.00
5101400	SALARIES & WAGES-OVERTIM	569,000.00	32,006.56	.00	32,006.56	536,993.44	5.63
5101501	SPECIAL PAY-STIPENDS	25,725.00	20.00	.00	20.00	25,705.00	.08
5102100	FICA TAXES-MATCHING	925,338.00	31,890.81	.00	31,890.81	893,447.19	3.45
5102200	RETIREMENT CONTRIBUTIONS	4,089,893.00	143,090.52	.00	143,090.52	3,946,802.48	3.50
5102300	LIFE & HEALTH INSURANCE	3,176,343.00	97,952.68	.00	97,952.68	3,078,390.32	3.08
5102400	WORKERS COMP PREMIUMS	520,158.00	18,252.93	.00	18,252.93	501,905.07	3.51
	TOTAL * PERSONAL SERVICES	21,514,160.00	720,203.51	.00	720,203.51	20,793,956.49	3.35
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303101	PROFESSIONAL SERVICES	519,000.00	.00	.00	.00	519,000.00	.00
5303115	PROF SRV-MEDICAL DIRECTO	69,950.00	.00	.00	.00	69,950.00	.00
5303401	CONTRACTED SERVICES	30,154.00	.00	.00	.00	30,154.00	.00
5303410	CONTR SRV-JANITORIAL/PES	6,050.00	.00	.00	.00	6,050.00	.00
5303413	CONTR SRV-MOWING	10,800.00	.00	.00	.00	10,800.00	.00
5303425	CONTR SRV-BILLING SRVCS	799,357.00	.00	.00	.00	799,357.00	.00
5303431	CONTR SRV-H H W DISPOSAL	900.00	.00	.00	.00	900.00	.00
5303449	CONTR SVC-OTH LIC/FEES	45,000.00	.00	.00	.00	45,000.00	.00
5303460	CONTR SRV-DISPATCHING	630,000.00	.00	.00	.00	630,000.00	.00
5303465	CONTR SRV-EMPL PHYSICALS	150,250.00	.00	.00	.00	150,250.00	.00
5304001	TRAVEL & PER DIEM	14,250.00	4,917.00	.00	4,917.00	9,333.00	34.51
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	.00	500.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	69,284.00	.00	.00	.00	69,284.00	.00
5304205	POSTAGE AND FREIGHT	3,500.00	.00	.00	.00	3,500.00	.00
5304302	UTILITY SRV-ELECTRIC	69,877.00	.00	.00	.00	69,877.00	.00
5304303	UTILITY SRV-WTR,SWR,LPGA	20,230.00	.00	.00	.00	20,230.00	.00
5304304	UTILITY SRV-TRASH REMOVA	18,720.00	.00	.00	.00	18,720.00	.00
5304401	RENTAL/LEASE-EQUIPMENT	28,010.00	.00	.00	.00	28,010.00	.00
5304405	RENTAL/LEASE-BUILDINGS	600.00	.00	.00	.00	600.00	.00
5304501	INSURANCE & BONDS-PREMIU	389,950.00	.00	.00	.00	389,950.00	.00
5304601	REPAIR/MAINT-BLDG & GRD	607,800.00	.00	12,722.50	.00	595,077.50	2.09
5304602	REPAIR/MAINT-VEHICLES	1,095,876.00	.00	.00	.00	1,095,876.00	.00
5304603	REPAIR/MAINT-EQUIPMENT	234,788.00	.00	.00	.00	234,788.00	.00
5304604	REPAIR/MAINT-OFFICE EQUI	975.00	.00	.00	.00	975.00	.00
5304605	REPAIR/MAINT-DP EQUIPMEN	4,150.00	.00	.00	.00	4,150.00	.00
5304606	REPAIR/MAINT-SOFTWARE	119,525.00	.00	.00	.00	119,525.00	.00
5304609	REPAIR/MAINT-RADIO COSTS	86,376.00	.00	.00	.00	86,376.00	.00
5304701	PRINTING & BINDING	2,600.00	.00	.00	.00	2,600.00	.00
5304801	PROMOTIONAL ACTIVITIES	7,500.00	.00	.00	.00	7,500.00	.00
5304901	ADVERTISING-LEGAL	200.00	.00	.00	.00	200.00	.00
5304922	FEES/COSTS-OTHER	1,375.00	.00	.00	.00	1,375.00	.00
5304923	FEES/COSTS-FILING FEES	1,500.00	.00	.00	.00	1,500.00	.00
5304933	FEES/COSTS-CST ALLO PLN	569,274.00	.00	.00	.00	569,274.00	.00
5304936	FEES/COSTS-TC COMMISSN	471,015.00	.00	.00	.00	471,015.00	.00
5304940	FEES/COSTS-PROP APPRSR	314,343.00	.00	.00	.00	314,343.00	.00

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FUND-1691 HC FIRE RESCUE - RESCUE
DEPARTMENT-02491 HC FIRE RESCUE - RESCUE
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304953	FEES/COSTS-FLT GPS TRCKN	11,340.00	.00	.00	.00	11,340.00	.00
5304955	FEES/COSTS-FLT CAP RECV	1,210,967.00	.00	.00	.00	1,210,967.00	.00
5304956	FEES/COSTS-FLT FCLTY AL	2,500.00	.00	.00	.00	2,500.00	.00
5304957	FEES/COSTS-FLEET/ADMIN	29,304.00	.00	.00	.00	29,304.00	.00
5304959	FEES/COSTS-BANK CHARGES	12,350.00	.00	.00	.00	12,350.00	.00
5304965	FEES / COSTS-NEW HIRES	27,000.00	.00	.00	.00	27,000.00	.00
5305101	OFFICE SUPPLIES	12,500.00	.00	.00	.00	12,500.00	.00
5305201	OPERATING SUPPLIES	160,275.00	.00	15,000.00	.00	145,275.00	9.36
5305202	GAS, OIL & LUBRICANTS	673,100.00	.00	.00	.00	673,100.00	.00
5305205	CLOTHING & UNIFORM APPRL	121,200.00	.00	.00	.00	121,200.00	.00
5305206	TOOLS & SMALL IMPLEMENTS	20,000.00	.00	.00	.00	20,000.00	.00
5305207	SAFETY GEAR AND SUPPLIES	12,500.00	.00	.00	.00	12,500.00	.00
5305219	OPER SUPP-HCFR-HAZMAT	4,000.00	.00	.00	.00	4,000.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	28,052.00	.00	.00	.00	28,052.00	.00
5305222	OPER SUPP-CMPTR HARDWARE	6,200.00	.00	.00	.00	6,200.00	.00
5305225	OPER SUPP-MEDICAL SUPL'S	660,750.00	.00	385,000.00	.00	275,750.00	58.27
5305237	OPER SUPP-DRONES	18,500.00	.00	.00	.00	18,500.00	.00
5305247	OPER SUPP-HCFR-TRN OPS	27,500.00	.00	.00	.00	27,500.00	.00
5305250	OPER SUPP-VEH ACCESSORY	70,000.00	.00	.00	.00	70,000.00	.00
5305251	OPER SUPP-COMM ACCESSORY	15,295.00	.00	.00	.00	15,295.00	.00
5305264	UNCAPITALIZED EQUIPMENT	337,550.00	.00	.00	.00	337,550.00	.00
5305274	UNCAP EQUIP-TECH	125,150.00	.00	.00	.00	125,150.00	.00
5305401	BOOKS/PUBLICATIONS/SUBSC	1,500.00	.00	.00	.00	1,500.00	.00
5305402	DUES AND MEMBERSHIPS	877.00	.00	.00	.00	877.00	.00
5305420	SUBSCRIPTIONS-ELECTRONIC	49,443.00	.00	.00	.00	49,443.00	.00
5305506	EDUC-TRAINING & TUITION	67,528.00	.00	.00	.00	67,528.00	.00
5305510	EDUC-TUITION REIMBURSEMN	80,000.00	.00	.00	.00	80,000.00	.00
	TOTAL * OPERATING EXPENSES	10,179,060.00	4,917.00	412,722.50	4,917.00	9,761,420.50	4.10
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606101	LAND ACQUISITION	1,850,000.00	.00	.00	.00	1,850,000.00	.00
5606401	EQUIPMENT $5,000 OR MORE	1,202,750.00	.00	.00	.00	1,202,750.00	.00
	TOTAL * CAPITAL OUTLAY	3,052,750.00	.00	.00	.00	3,052,750.00	.00
1ST SUBTOTAL-580 * GRANTS & AID							
5808101	AID TO GOVT AGENCIES	11,000.00	.00	.00	.00	11,000.00	.00
	TOTAL * GRANTS & AID	11,000.00	.00	.00	.00	11,000.00	.00
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909501	AMORTIZATION-BOND ISS CS	23,896.00	.00	.00	.00	23,896.00	.00
5909910	BUDGET RES FOR CONTINGNC	8,839,850.00	.00	.00	.00	8,839,850.00	.00
5909917	BUDGET RES-CAPITAL PROJC	3,028,986.00	.00	.00	.00	3,028,986.00	.00
	TOTAL * NON-OPERATING EXPENSE	11,892,732.00	.00	.00	.00	11,892,732.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	73,500.00	.00	.00	.00	73,500.00	.00

SELECTION CRITERIA: expledgr.key_orgn='02491'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1691 HC FIRE RESCUE - RESCUE
DEPARTMENT-02491 HC FIRE RESCUE - RESCUE
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5916610	TRNSF-HC CONS FIRE (1661	217,672.00	.00	.00	.00	217,672.00	.00
5920830	TRNSF-NON-ADVAL REV S202	168,554.00	.00	.00	.00	168,554.00	.00
5951210	TRNSF-HLTH SELF INS(5121	267,672.00	.00	.00	.00	267,672.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	727,398.00	.00	.00	.00	727,398.00	.00
1ST SUBTOTAL-599 TRNSF-TO/FROM SAME FUND							
5999078	TRNSF-GRANT MATCH	65,000.00	.00	.00	.00	65,000.00	.00
	TOTAL TRNSF-TO/FROM SAME FUND	65,000.00	.00	.00	.00	65,000.00	.00
	TOTAL HC FIRE RESCUE - RESCUE	47,442,100.00	725,120.51	412,722.50	725,120.51	46,304,256.99	2.40
	TOTAL HC FIRE RESCUE - RESCUE	47,442,100.00	725,120.51	412,722.50	725,120.51	46,304,256.99	2.40
TOTAL REPORT		47,442,100.00	725,120.51	412,722.50	725,120.51	46,304,256.99	2.40

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Business Development
Prepared By: Christine Schmidt
Initiator: Valerie Pianta
DOC ID: 16507
Legal Request Number:
Bid/Contract Number:

TITLE
Invoice From Brooksville Main Street for FY 2026 Funding for Participation in Florida Main Street Program

BRIEF OVERVIEW
Attached Invoice No. 24-837 was submitted for support and partnership of the Brooksville Main Street Program. Funding for the program in the amount of $55,000.00 was allocated and approved by the Board at the September 23, 2025 (Item 14548), final public hearing on the FY2026 budget. As required, Brooksville Main Street provided the attached 2025 annual review. The Board must now approve the expenditure as a valid public purpose for payment of the funds.

FINANCIAL IMPACT
Funding in the amount of $55,000.00 is available in:

Fund: 0011 - General Fund, **Department: 01771** - Business Development, **Account: 5303414** - Contr Srv-Small Bus Initv.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board determine that the expenditure of $55,000.00 in support of Brooksville Main Street serves a public purpose and authorize staff to process the attached invoice for payment. Brooksville Main Street shall provide an annual accounting of how the funding is spent.

REVIEW PROCESS

Valerie Pianta	Approved	09/26/2025 2:21 PM
Amelia Gebala	Escalated	09/30/2025 5:18 PM
Albert Bertram	Delegated	10/01/2025 9:06 AM
Amelia Gebala	Approved	10/01/2025 12:41 PM
Erin Dohren	Approved	10/01/2025 12:53 PM
Pamela Hare	Approved	10/01/2025 1:51 PM
Jon Jouben	Approved	10/01/2025 2:46 PM
Heidi Prouse	Approved	10/06/2025 1:40 PM
Toni Brady	Approved	10/07/2025 11:30 AM
Jeffrey Rogers	Approved	10/08/2025 8:28 AM
Colleen Conko	Approved	10/08/2025 9:40 AM

May 13, 2025

Honorable Brian Hawkins, Chair
Board of County Commissioners
Hernando County Government
20 N Main Street
Brooksville, Fl 34604

RE: 2025-2026 Allocation Funding Request

Dear Chair Hawkins,

On behalf of the Brooksville Main Street (BMS) Board of Directors and myself, I extend our sincere gratitude for the incredibly successful 2024-2025 partnership. It has been a year of remarkable progress and positive transformation within our historic downtown, yielding significant economic and community benefits for Hernando County.

As the **only** dedicated 501(c)(3) non-profit agency focused on the economic development and revitalization of Downtown Brooksville, our mission is deeply rooted in preserving our small-town charm while fostering a strong sense of community and family. We are passionately committed to historic preservation and revitalization, ensuring Brooksville's unique character thrives for generations to come. Through the dedicated efforts of our **Design, Economic Vitality, Organization, and Promotions** committees, we actively cultivate downtown Brooksville as a dynamic "destination," attracting both residents and visitors to experience its diverse offerings.

We are proud to be recognized as an accredited member of *Main Street America and Florida Main Street*, and we deeply value our strong collaborations with key partners including the *Hernando County Government, Florida's Adventure Coast Visitors Bureau, City of Brooksville, Greater Hernando County Chamber of Commerce, Florida Humanities, Florida Wildlife Corridor, Florida Division of Arts & Culture, and the National Trust for Historic Preservation*.

Investing in Brooksville Main Street yields significant benefits for Hernando County Government. Our initiatives generate positive public relations for the county and cultivate a viable downtown core, directly increasing the tax base. This revitalization creates a rippling effect, strengthening the broader county economy and serving as a key draw for both new industry and existing county-wide businesses. A thriving downtown fosters a positive perception of the entire county and bolsters community pride, creating a strong common partnership alongside the City of Brooksville. Our focus on heritage preservation enhances the county's unique appeal and offers an effective alternative to potentially more complex redevelopment districts.

Ultimately, a vibrant downtown improves the overall quality of life for residents, enhances the work environment for county employees, and serves as a valuable asset in attracting industrial recruitment to the entire Hernando County region.

Our **Economic Vitality and Organization** Committees have worked collaboratively, forging re-energized partnerships with local government, property owners, and businesses. These efforts have demonstrably positioned Brooksville as a place ripe for investment and a compelling destination. **In 2024, Brooksville Main Street events and activities generated an impressive $1,169,791 in economic impact within Hernando County!** This significant boost is amplified by the remarkable dedication of our volunteers, who contributed over **5,094 hours**, valued at over **$170,615**.

Additionally, downtown Brooksville welcomed over **42,000 visitors**, showcasing its growing appeal as a key attraction within the county.

This increased vibrancy has spurred a remarkable revival of new entrepreneurs in our downtown, including thriving retail stores like *Citrus & Sage Bookstore and Artisan Haven*, both of which originated as pop-up vendors at our community events. We've also celebrated the expansion or relocation of valued businesses such as *Granddaddy Records, Boondoggles, The Hardware Store, and Green Door on Broad*, all now proudly calling downtown Brooksville home, contributing to the county's economic landscape.

Looking ahead, our community anticipates the arrival of even more new businesses, recognizing downtown Brooksville as a burgeoning economic vitality hub. We are particularly excited to be an integral part of the Entertainment District championed by the City of Brooksville's CRA for continued economic development within Hernando County.

Our **Promotions** Committee has planned another dynamic year for the 2025-2026 fiscal year, featuring a diverse array of engaging events that draw visitors from across the county and beyond:

- Brooksville Tangerine Festival *(February)*
- Pedal Play Day *(March) (in partnership with Florida's Adventure Coast Visitors Bureau)*
- Volunteer Appreciation Celebration *(April)*
- Beautify Brooksville *(April & September)*
- Friday Night Live *(monthly Sept, Oct, Nov, March, April & May)*
- Downtown Street Markets *(monthly Sept, Oct, Nov, March, April & May)*
- Moonlight Movies *(monthly June, July, August)*
- Halloween Howl and Safety Fun Fest *(October) (in partnership with the Hernando County Sheriff's Office)*
- Founders Week Celebration *(October) (in partnership with the City of Brooksville)*
- 9/11 Museum Mobile Museum Exhibit *(November) (in partnership with Tunnel 2 Towers Foundation)*
- Small Business Saturday *(November)*
- Christmas Events: *(December)*
    - Christmas on Main Tree Lighting
    - Family Sensory Christmas Celebration
- New Year's Eve Tangerine Ball Drop *(December)*

In 2024, our dedicated **Design** Committee successfully completed the Mobile Mural program, commissioning over 20 vibrant mobile murals and one permanent mural for downtown. We partnered with the City of Brooksville to enhance Russell Street Park through a *National Endowment of the Arts* grant, installing permanent mural structures along the popular Good Neighbor Trail.

Our continued partnership with *Florida's Adventure Coast Visitors Bureau* and the *Hernando County Arts Council* saw the Mermaid Tale Trail expand with ten new mermaid statues, bringing the total to 37 captivating statues throughout Hernando County, drawing even more visitors to our region. Our Mermaid Trail Scavenger Hunt also introduced three exciting new locations.

Through a vital grant from the State of Florida, we collaborated with the City of Brooksville to create new Historic Design Guidelines, a step towards National Historic District designation.

On top of that, BMS was honored to receive another Division of Historical Resource Grant for TourBVL, enabling the creation of ten new historic walking tours, further enhancing our downtown's appeal as a destination within the county.

Brooksville Main Street is committed to showcasing the very best of downtown Brooksville, a key asset within Hernando County. Through our strong community collaborations, we are dedicated to fostering a thriving and active business environment, a vibrant recreation centerpiece, and a city we are all proud to call home.

As you finalize the 2025-2026 budget, we respectfully request the continued funding allocation of **$50,000** to Brooksville Main Street. This crucial investment will directly empower us to build upon our successes and continue delivering impactful events and programs that cultivate an energetic, vibrant, and thriving downtown district, further enticing residents, families, and visitors from across Hernando County and beyond to our vital downtown corridor, driving economic growth and enhancing our community's quality of life.

With renewed enthusiasm and deep appreciation from the entire Brooksville Main Street team, we thank you for your continued partnership and for your thoughtful consideration of this vital request, which will enable us to further our mission of a thriving downtown for the benefit of all of Hernando County.

Warmest Regards,

Dawn Triconi
Executive Director

INVOICE

Brooksville Main Street, Inc
205 E Fort Dade Ave
Brooksville, FL 34601-2613

ExecutiveDirector@welovebvl.org
+1 (352) 540-6409
www.welovebvl.org

Bill to
Hernando County BOCC
15470 Flight Path Dr
Brooksville, FL 34604

Ship to
Hernando County BOCC
15470 Flight Path Dr
Brooksville, FL 34604

Invoice details
Invoice no.: 24-837
Terms: Net 30
Invoice date: 09/25/2025
Due date: 10/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	09/25/2025	**Government Donation**	Public Sponsorship- Fiscal Year 2025-2026	1	$50,000.00	$50,000.00
2.	09/25/2025	**Government Donation**	Public Sponsorship- COM 2025 Tree Lighting	1	$5,000.00	$5,000.00

Total **$55,000.00**

Note to customer

Thank you for your continued partnership.

Brooksville Main Street, Inc

Statement of Financial Position

As of August 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Brannen Bank... 7301	47,445.97
Petty Cash (2022-2023)	5,590.00
Truist Bank 8588	17,521.22
Total Bank Accounts	**$70,557.19**
Accounts Receivable	
Accounts Receivable (A/R)	32,115.49
Total Accounts Receivable	**$32,115.49**
Other Current Assets	
Payments to deposit	150.00
Uncategorized Asset * 2022-2023	0.00
Total Other Current Assets	**$150.00**
Total Current Assets	**$102,822.68**
Other Assets	
BVF Passthru*	0.00
Total Other Assets	**$0.00**
TOTAL ASSETS	**$102,822.68**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	**$0.00**
Credit Cards	
Visa Card 5881 - 1	736.34
Total Credit Cards	**$736.34**
Other Current Liabilities	
Taxes Payable - FICA	0.00
Total Other Current Liabilities	**$0.00**
Total Current Liabilities	**$736.34**
Total Liabilities	**$736.34**
Equity	
Opening balance equity	0.00
Retained Earnings	128,241.56
Net Revenue	-26,155.22
Total Equity	**$102,086.34**
TOTAL LIABILITIES AND EQUITY	**$102,822.68**

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='01771'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT-01771 BUSINESS DEVELOPMENT
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	171,459.00	.00	.00	.00	171,459.00	.00
5101212	SALARY-MARKET ADJUSTMENT	6,585.00	.00	.00	.00	6,585.00	.00
5102100	FICA TAXES-MATCHING	13,117.00	.00	.00	.00	13,117.00	.00
5102200	RETIREMENT CONTRIBUTIONS	35,314.00	.00	.00	.00	35,314.00	.00
5102300	LIFE & HEALTH INSURANCE	17,421.00	.00	.00	.00	17,421.00	.00
5102400	WORKERS COMP PREMIUMS	172.00	.00	.00	.00	172.00	.00
	TOTAL * PERSONAL SERVICES	244,068.00	.00	.00	.00	244,068.00	.00
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303414	CONTR SRV-SMALL BUS INIT	112,500.00	.00	.00	.00	112,500.00	.00
5304001	TRAVEL & PER DIEM	46,250.00	.00	.00	.00	46,250.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	600.00	.00	.00	.00	600.00	.00
5304205	POSTAGE AND FREIGHT	13,450.00	.00	.00	.00	13,450.00	.00
5304501	INSURANCE & BONDS-PREMIU	4,290.00	.00	.00	.00	4,290.00	.00
5304701	PRINTING & BINDING	2,500.00	.00	.00	.00	2,500.00	.00
5304801	PROMOTIONAL ACTIVITIES	94,100.00	.00	.00	.00	94,100.00	.00
5304901	ADVERTISING-LEGAL	640.00	.00	.00	.00	640.00	.00
5304902	ADVERTISING-OTHER	17,240.00	.00	.00	.00	17,240.00	.00
5305101	OFFICE SUPPLIES	1,200.00	.00	.00	.00	1,200.00	.00
5305201	OPERATING SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	2,245.00	.00	.00	.00	2,245.00	.00
5305401	BOOKS/PUBLICATIONS/SUBSC	240.00	.00	.00	.00	240.00	.00
5305402	DUES AND MEMBERSHIPS	2,287.00	.00	.00	.00	2,287.00	.00
5305506	EDUC-TRAINING & TUITION	3,595.00	.00	.00	.00	3,595.00	.00
	TOTAL * OPERATING EXPENSES	302,137.00	.00	.00	.00	302,137.00	.00
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606301	IMPROV (GRTR THAN 50,000	6,000.00	.00	.00	.00	6,000.00	.00
	TOTAL * CAPITAL OUTLAY	6,000.00	.00	.00	.00	6,000.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5951210	TRNSF-HLTH SELF INS(5121	3,200.00	.00	.00	.00	3,200.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	3,200.00	.00	.00	.00	3,200.00	.00
	TOTAL BUSINESS DEVELOPMENT	555,405.00	.00	.00	.00	555,405.00	.00
	TOTAL GENERAL FUND	555,405.00	.00	.00	.00	555,405.00	.00
TOTAL REPORT		555,405.00	.00	.00	.00	555,405.00	.00

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Tourist Development
Prepared By: Tammy Heon
Initiator: Tammy Heon
DOC ID: 16528
Legal Request Number:
Bid/Contract Number:

TITLE
Tourist Development Council Special Events Marketing Grant Awards to Promote Florida's Adventure Coast Events for FY 2026

BRIEF OVERVIEW
The Tourist Development Council (TDC) has recommended Marketing Grants for six events on Florida's Adventure Coast. A summary of the applicants, events and grant recommendations is attached.

All TDC Special Event Marketing Grants are funded by the 5% Tourist Development Tax; a tax collected on transient lodging rentals of less than six months.

FINANCIAL IMPACT
The recommended grant awards total $10,400. The available budget for grant funding is currently $60,000.

Fund: 1261 - Tourist Development Tax, **Department: 02811** - Tourist Development, **Account: 5304804** - PROM ACT-Sponsorship.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the TDC's special event grant funding recommendations.

REVIEW PROCESS

Tammy Heon	Approved	09/29/2025 3:05 PM
Valerie Pianta	Approved	09/30/2025 11:09 AM
Albert Bertram	Delegated	09/30/2025 11:47 AM
Amelia Gebala	Approved	10/01/2025 12:04 PM
Erin Dohren	Approved	10/01/2025 12:55 PM
Pamela Hare	Approved	10/01/2025 2:04 PM
Michael Cowan	Approved	10/07/2025 3:11 PM
Heidi Prouse	Approved	10/07/2025 3:38 PM
Toni Brady	Approved	10/09/2025 8:42 AM
Jeffrey Rogers	Approved	10/19/2025 7:55 PM
Colleen Conko	Approved	10/20/2025 11:01 AM

TDC Special Event Grant Funding Recommendations
FY 2026

Applicant	Event	Date of Event	Description	Recommended Funding
Foggy Longbritches, LLC	Florida Winter Music Festival	November 5-9, 2025	The Florida Winter Music Festival in Brooksville Florida is a five-day celebration of Americana, folk, bluegrass, and roots music, bringing together local and national artists at the Florida Sand Music Ranch. Children's programming as well.	$1,000
Brooksville Main Street	Tunnel 2 Towers/Unplugged for the Brave Concert	November 7-9, 2025	This is a powerful multifaceted event designed to honor the heroes and our nations military and first responders. The two main components are the Tunnel to Towers NEVER FORGET Mobile Exhibit on Saturday and Sunday and an accompanying Unplugged for the Brave concert on Friday in downtown Brooksville.	$2,000
Brooksville Main Street	Christmas on Main Street	December 6, 2025	Christmas on Main is a true community celebration that brings our historic downtown to life. The tree lighting ceremony is the centerpiece but the magic extends to every corner of the event, including local choirs and carolers who fill the air with festive music., a Christmas Craft Market with local vendors and artisans offering unique gifts for the season.	$1,300
Foggy Longbritches, LLC	Florida Americana Music Festival	February 4-8, 2026	The Florida Winter Music Festival in Brooksville Florida is a five-day celebration of Americana, folk, bluegrass, and roots music, bringing together local and national artists at the Florida Sand Music Ranch.	$1,300
SWAMP Mountain Bike Club	Croomfest	February 6-7, 2026	CroomFest is the signature annual celebration of adventure community and the great outdoors held at the scenic Silver Lake Campground in the Withlacoochee State Forest. Each February riders of all levels gather to enjoy mountain biking gravel and road rides along with paddling and hiking in one of Florida's most beautiful natural settings.	$1,300
HC Fine Arts Council	Art in the Park	March 14-15, 2026	Art in the Park is an annual event dedicated to fine art, craftsmanship, and community that creates a unique opportunity and tradition for artists, collectors, and patrons of the arts. Their 40th annual show will feature 100 unique arts exhibitors, art demonstrations, live music, and interactive art installations throughout the park.	$3,500
Total TDC Marketing Grant Funding (as of October 1, 2025)				**$10,400**

TJH, 9/29/2025, 2:56 PM

Thursday, September 18, 2025

Application for HC TDC Grant Funding

Hernando County Tourist Development Council
Grant Funding Program Application, Procedures and Agreement

The primary purpose of the Hernando County Local Special Event Grant Funding Program is to provide funding to local organizations for marketing of special events that promote Hernando County as a tourist destination. **Funds received pursuant to the Special Event Grant Funding Program must ONLY be used for expenditures associated with marketing and promoting the event** to visitors and guests outside of Hernando County, with the goal of encouraging overnight **visitors.** The program is administered through the Hernando County Tourist Development Council (HCTDC) and Florida's Adventure Coast Visitors Bureau.

Applicants are required to provide a completed application with a detailed marketing plan.

Local special events that may receive funding must demonstrate a history of producing room nights, creating positive economic impact, and/or the potential to draw visitors to the area with a regional marketing plan. In addition, applicants must be able to project a number of overnight visitors staying in Hernando County accommodations. The application should specify the grant dollar amount requested and a detailed proposed use of the requested funds.

All forms must be completed and submitted to the Visitors Bureau in advance of the HCTDC Meeting where presentations will be heard. **Applications for grants for the FY 2025-2026 year must be recieved at least 10 Days prior to the TDC Meeting where it will be reviewed.** Applications will be reviewed by the TDC Meeting and funding recommendations forwarded to the BOCC for review and final approval. Please allow at least six weeks for the process and creation of a PO.

The remaining TDC Meetings and Grant Application Due Dates for FY 2025-2026 are as follows:

September 25th TDC Meeting – Grant Applications due by September 12th

November 20th TDC Meeting – Grant Applications due by November 7th

January 22nd TDC Meeting - Grant Applications due by January 9th

March 26th TDC Meeting - Grant Applications due by March 13th

May 23rd TDC Meeting - Grant Applications due by May 15th

July 23rd TDC Meeting - Grant Applications due by July 10th

The number of grants awarded, and the amount of each grant award, will be dependent upon the availability of designated funds and specific allocations.

All Local Special Event Funding Grants are **reimbursement grants** and will be paid upon completion of the event and submission of an invoice, and required documentation.

There are several requirements to be met to be eligible for grant funding.

1. Funds are for advertising and marketing expenses for the event only.

2. All advertisements MUST include the Florida's Adventure Coast logo and MUST be pre-approved by Visitors Bureau staff prior to use. Allow 2 business days for approval.

3. All Social Media ads must include the hashtag #FLAdventureCoast.

4. Invoices for all advertising and expenses, WITH copies of the ads, AND proof of payment MUST be submitted with your report and invoice.

5. An Invoice requesting reimbursement, along with a report on the event, must be submitted to the HCTDC within 60 days of the close of the event. Invoices must be made out to the HCTDC and include copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate the request for funds. The link to the electronic reporting form will be sent to you with the notificiation of your grant.

6. All applications and subsequent reports must be submitted thru the Grant Funding Portal. Please do not submit your reports in any other format.

7. You must meet all of the requirements listed above to recieve your grant funding riumbursement. If you skip any steps or do not seek approval of your ads, you will be disqualified and will not recieve your riumbursement.

Organization Name	Brooksville Main Street
Organization EIN# or FEN#	853770860
Business Address	205 E Ft Dade Ave Brooksvile, FL, 34601
Application completed by	Dawn Triconi
Title	Executive Director
Email	executivedirector@welovebvl.org
Telephone No.	(352) 540-6409
Name of Event	Christmas On Main
Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	Christmas on Main is a true community celebration that brings our historic downtown to life It is an unforgettable holiday experience for all ages Our tree lighting ceremony is the centerpiece but the magic extends to every corner of the event We feature a variety of entertainment including local choirs and carolers who fill the air with festive music We are proud to showcase a Christmas Craft Market with local vendors and artisans offering unique gifts for the season Our cherished traditions include a live nativity scene that shares the reason for the season and the magical Patricias Boutique Windows Come to Life display where live models create stunning scenes We offer opportunities for families to meet

	Santa and create lasting memories The event fosters community spirit promotes local businesses and brings joy to our residents and visitors while also supporting the revitalization efforts of our historic downtown
Date(s) of Event	Saturday, December 6, 2025
Hours of Event	3:00 PM - 9:00 PM
Should your event span more than three days, please list all dates and times below:	none
Is this a new event or a repeat event?	Repeat event; Initial grant request
Event Marketing Contact	Dawn Triconi
Email Address	executivedirector@welovebvl.org
Telephone No.	(352) 540-6409
Organization or event Website	www.welovebvl.org

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.facebook.com/brooksvillemainstreet/

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.instagram.com/brooksvillemainstreetfl/

Event location(s)	Downtown Brooksville
Address of Event	21 N Main Street Brooksville, FL, 34601
Telephone No.	(352) 540-6409
Projected number of event vendors	175
Projected Number of Local Attendees:	7000
Projected Number of Out-of-Town Attendees:	5000
Projected Number of Hotel Rooms:	15
Projected Number of Camping Sites:	15

Please provide a detailed marketing plan and proposed use of requested funds.

Be certain to indicate the target markets reached by the advertising and the run dates for all advertising programs; reimbursable expenses must be spent on advertising outside of Hernando County.

Ex: Tampa Bay Times

Weeks of March 15-April 28, 2018

Pinellas, Hillsborough, Pasco and Hernando

$1500

Media Outlet #1	Facebook
Schedule for Publication or Media	November 15 through December 6
Reach of Publication or Media	Social Media statewide
Budget for Publication or Media	200
Media Outlet #2	Naturecoaster com
Schedule for Publication or Media	November 15 through December 6
Reach of Publication or Media	Hernando Pasco Citrus Hillsborough Internet
Budget for Publication or Media	700
Media Outlet #3	Hernando Sun
Schedule for Publication or Media	Nov 21 Nov 28 Dec 5
Reach of Publication or Media	Hernando Pasco Citrus and digital
Budget for Publication or Media	600
Media Outlet #4	WWJB
Schedule for Publication or Media	Nov 15 through Dec 6
Reach of Publication or Media	Hernando Pasco Citrus
Budget for Publication or Media	750
Media Outlet #5	Radio
Schedule for Publication or Media	HITS 106 and sister stations Nov 15 through Dec 6
Reach of Publication or Media	Hernando Pasco Citrus Sumter Marion Ocala Gainesville
Budget for Publication or Media	1100
Total Marketing and Advertising Budget:	3934
Total Grant Amount Requested:	3934

Please retain a copy of the entire completed packet for your own reference.

Please initial each item below, signifying that you have read and understand the conditions of the

I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and all digital platforms, must include a link to FloridasAdventureCoast.com. All social media ads must include the hashtag #FLAdventureCoast.	DMT
I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases	DMT
I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Visitors Bureau staff in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded. Submit your ad proofs to Michelle Rose at mrose@floridasadventurecoast.com.	DMT
I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request.	DMT
I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars.	DMT
I understand that the Event must be accessible to the public and to disabled persons.	DMT

I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event.	DMT
I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	DMT
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	DMT

Any notice contemplated or required by this Agreement shall be sent, in writing, to:

Florida's Adventure Coast Visitors Bureau
Attn: Tammy J. Heon
205 E. Ft Dade Ave.
Brooksville, FL 34601

I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:	
Name:	Dawn Triconi
Title:	Executive Director
Date	Thursday, September 18, 2025

TDC Grant Funding Score Sheet

Applicant **Brooksville Main Street**

Applicant Event Christmas on Main Street

Dates of Event 12/6/2025

Number of days of Event 1
(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan 1
(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance 4
Expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more sites

Key Initiative?
Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget	$3,493.00
1/3 Allowed TDC Funding	$1,164.33
Requested Grant Funding	$3,493.00
Total Points	6
Grant Award Based on Points	$2,500
Recommended Grant Award	**$ 1,300.00**

TJH, 9/23/2025, 1:00 PM

Thursday, September 18, 2025

Application for HC TDC Grant Funding

Hernando County Tourist Development Council
Grant Funding Program Application, Procedures and Agreement

The primary purpose of the Hernando County Local Special Event Grant Funding Program is to provide funding to local organizations for marketing of special events that promote Hernando County as a tourist destination. **Funds received pursuant to the Special Event Grant Funding Program must ONLY be used for expenditures associated with marketing and promoting the event** to visitors and guests outside of Hernando County, with the goal of encouraging overnight **visitors.** The program is administered through the Hernando County Tourist Development Council (HCTDC) and Florida's Adventure Coast Visitors Bureau.

Applicants are required to provide a completed application with a detailed marketing plan.

Local special events that may receive funding must demonstrate a history of producing room nights, creating positive economic impact, and/or the potential to draw visitors to the area with a regional marketing plan. In addition, applicants must be able to project a number of overnight visitors staying in Hernando County accommodations. The application should specify the grant dollar amount requested and a detailed proposed use of the requested funds.

All forms must be completed and submitted to the Visitors Bureau in advance of the HCTDC Meeting where presentations will be heard. **Applications for grants for the FY 2025-2026 year must be recieved at least 10 Days prior to the TDC Meeting where it will be reviewed.** Applications will be reviewed by the TDC Meeting and funding recommendations forwarded to the BOCC for review and final approval. Please allow at least six weeks for the process and creation of a PO.

The remaining TDC Meetings and Grant Application Due Dates for FY 2025-2026 are as follows:

September 25th TDC Meeting – Grant Applications due by September 12th

November 20th TDC Meeting – Grant Applications due by November 7th

January 22nd TDC Meeting - Grant Applications due by January 9th

March 26th TDC Meeting - Grant Applications due by March 13th

May 23rd TDC Meeting - Grant Applications due by May 15th

July 23rd TDC Meeting - Grant Applications due by July 10th

The number of grants awarded, and the amount of each grant award, will be dependent upon the availability of designated funds and specific allocations.

All Local Special Event Funding Grants are **reimbursement grants** and will be paid upon completion of the event and submission of an invoice, and required documentation.

There are several requirements to be met to be eligible for grant funding.

1. Funds are for advertising and marketing expenses for the event only.

2. All advertisements MUST include the Florida's Adventure Coast logo and MUST be pre-approved by Visitors Bureau staff prior to use. Allow 2 business days for approval.

3. All Social Media ads must include the hashtag #FLAdventureCoast.

4. Invoices for all advertising and expenses, WITH copies of the ads, AND proof of payment MUST be submitted with your report and invoice.

5. An Invoice requesting reimbursement, along with a report on the event, must be submitted to the HCTDC within 60 days of the close of the event. Invoices must be made out to the HCTDC and include copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate the request for funds. The link to the electronic reporting form will be sent to you with the notificiation of your grant.

6. All applications and subsequent reports must be submitted thru the Grant Funding Portal. Please do not submit your reports in any other format.

7. You must meet all of the requirements listed above to recieve your grant funding riumbursement. If you skip any steps or do not seek approval of your ads, you will be disqualified and will not recieve your riumbursement.

Organization Name	Brooksville Main Street
Organization EIN# or FEN#	85-3770860
Business Address	205 E Ft Dade Ave Brooksville, FL, 34601
Application completed by	Dawn Triconi
Title	Executive Director
Email	executivedirector@welovebvl.org
Telephone No.	(352) 540-6409
Name of Event	Tunnel 2 Towers 911 Mobile Museum Unplugged for the Brave Concert
Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	This is a powerful multifaceted event designed to honor the heroes and our nations military and first responders The two main components are the Tunnel to Towers NEVER FORGET Mobile Exhibit on Saturday and Sunday and an accompanying Unplugged for the Brave concert on Friday in downtown Brooksville The overarching theme is Never Forget focusing on remembrance patriotism and honoring the sacrifices of those who serve It is a day of reflection and gratitude brought to the community through a series of interactive and moving installations The centerpiece of the event is the Tunnel to Towers NEVER FORGET Mobile Exhibit This is an eighy three

	foot tractor trailer that transforms into a massive eleven hundred squarefoot museum The exhibit is a powerful educational tool features Authentic Artifacts Steel beams from the World Trade Center pieces of the marble lobby floor and aluminum facade Multimedia Documentary videos and recordings of dispatch audio provide a harrowing and intimate look into the events of that day Guided Tours The exhibit is guided by retired New York City firefighters and first responders who were eyewitnesses to history providing firsthand accounts and personal memories of the tragedy and its aftermath The Unplugged for the Brave concert will be Friday night Country music star James Otto will be performing an acoustic performance to an intimate crowd at the Hardware Store
Date(s) of Event	Friday, November 7, 2025
Hours of Event	6:00 PM - 10:00 PM
Date(s) of Event	Saturday, November 8, 2025
Hours of Event	10:00 AM - 4:30 PM
Date(s) of Event	Sunday, November 9, 2025
Hours of Event	10:00 AM - 4:30 PM
Should your event span more than three days, please list all dates and times below:	Friday Saturday Sunday
Is this a new event or a repeat event?	New
Event Marketing Contact	Dawn Triconi
Email Address	executivedirector@welovebvl.org
Telephone No.	(352) 540-6409
Organization or event Website	www.welovebvl.org

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.facebook.com/brooksvillemainstreet/

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.instagram.com/brooksvillemainstreetfl/

Event location(s)	Downtown Brooksville
Address of Event	115 N Main Street Brooksville, FL, 34601

Telephone No.	(352) 540-6409
Projected number of event vendors	0
Projected Number of Local Attendees:	2500
Projected Number of Out-of-Town Attendees:	1000
Projected Number of Hotel Rooms:	15
Projected Number of Camping Sites:	15

Please provide a detailed marketing plan and proposed use of requested funds.

Be certain to indicate the target markets reached by the advertising and the run dates for all advertising programs; reimbursable expenses must be spent on advertising outside of Hernando County.

Ex: Tampa Bay Times

Weeks of March 15-April 28, 2018

Pinellas, Hillsborough, Pasco and Hernando

$1500

Media Outlet #1	Hernando Sun
Schedule for Publication or Media	Oct 24 Oct 31 Nov 7
Reach of Publication or Media	Hernando Pasco Citrus and website
Budget for Publication or Media	600
Media Outlet #2	Social Media Facebook
Schedule for Publication or Media	October 15 through November 9
Reach of Publication or Media	Social media statewide
Budget for Publication or Media	200
Media Outlet #3	The Naturecoaster com
Schedule for Publication or Media	October 15 through November 9
Reach of Publication or Media	social media Pasco Hernando Citrus Marion Sumter and more through digital
Budget for Publication or Media	650
Media Outlet #4	Radio
Schedule for Publication or Media	Hits 106 Citrus 953 967Fox Z1033 10-20 through 11-9

Reach of Publication or Media	Citrus Hernando Pasco Sumter Marion Gainesville Ocala The Villages
Budget for Publication or Media	4000
Media Outlet #5	WWJB radio
Schedule for Publication or Media	10 20 through 11 9
Reach of Publication or Media	Hernando Pasco Citrus
Budget for Publication or Media	750
Total Marketing and Advertising Budget:	6200
Total Grant Amount Requested:	6200

Please retain a copy of the entire completed packet for your own reference.

Please initial each item below, signifying that you have read and understand the conditions of the Tourism Grant Program.

I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and all digital platforms, must include a link to FloridasAdventureCoast.com. All social media ads must include the hashtag #FLAdventureCoast.	DMT
I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases	DMT
I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Visitors Bureau staff in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded. Submit your ad proofs to Michelle Rose at mrose@floridasadventurecoast.com.	DMT

I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request.	DMT
I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars.	DMT
I understand that the Event must be accessible to the public and to disabled persons.	DMT
I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event.	DMT
I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	DMT
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	DMT

Any notice contemplated or required by this Agreement shall be sent, in writing, to:

Florida's Adventure Coast Visitors Bureau
Attn: Tammy J. Heon
205 E. Ft Dade Ave.
Brooksville, FL 34601

I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:

Name:	Dawn Triconi
Title:	Executive Director
Date	Thursday, September 18, 2025

TDC Grant Funding Score Sheet

Applicant **Brooksville Main Street**

Applicant Event Tunnel 2 Towers/Unplugged for the Brave concert

Dates of Event November 7-9, 2025

Number of days of Event 3
(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan 3
(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance 2
Expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more sites

Key Initiative?
Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget	$6,200.00
1/3 Allowed TDC Funding	$2,066.67
Requested Grant Funding	$6,200.00
Total Points	8
Grant Award Based on Points	$2,500
Recommended Grant Award	**$ 2,000.00**

TJH, 9/23/2025, 1:03 PM

Friday, September 12, 2025

Application for HC TDC Grant Funding

Hernando County Tourist Development Council
Grant Funding Program Application, Procedures and Agreement

The primary purpose of the Hernando County Local Special Event Grant Funding Program is to provide funding to local organizations for marketing of special events that promote Hernando County as a tourist destination. **Funds received pursuant to the Special Event Grant Funding Program must ONLY be used for expenditures associated with marketing and promoting the event** to visitors and guests outside of Hernando County, with the goal of encouraging overnight **visitors.** The program is administered through the Hernando County Tourist Development Council (HCTDC) and Florida's Adventure Coast Visitors Bureau.

Applicants are required to provide a completed application with a detailed marketing plan.

Local special events that may receive funding must demonstrate a history of producing room nights, creating positive economic impact, and/or the potential to draw visitors to the area with a regional marketing plan. In addition, applicants must be able to project a number of overnight visitors staying in Hernando County accommodations. The application should specify the grant dollar amount requested and a detailed proposed use of the requested funds.

All forms must be completed and submitted to the Visitors Bureau in advance of the HCTDC Meeting where presentations will be heard. **Applications for grants for the FY 2025-2026 year must be recieved at least 10 Days prior to the TDC Meeting where it will be reviewed.** Applications will be reviewed by the TDC Meeting and funding recommendations forwarded to the BOCC for review and final approval. Please allow at least six weeks for the process and creation of a PO.

The remaining TDC Meetings and Grant Application Due Dates for FY 2025-2026 are as follows:

September 25th TDC Meeting – Grant Applications due by September 12th

November 20th TDC Meeting – Grant Applications due by November 7th

January 22nd TDC Meeting - Grant Applications due by January 9th

March 26th TDC Meeting - Grant Applications due by March 13th

May 23rd TDC Meeting - Grant Applications due by May 15th

July 23rd TDC Meeting - Grant Applications due by July 10th

The number of grants awarded, and the amount of each grant award, will be dependent upon the availability of designated funds and specific allocations.

All Local Special Event Funding Grants are **reimbursement grants** and will be paid upon completion of the event and submission of an invoice, and required documentation.

There are several requirements to be met to be eligible for grant funding.

1. Funds are for advertising and marketing expenses for the event only.

2. All advertisements MUST include the Florida's Adventure Coast logo and MUST be pre-approved by Visitors Bureau staff prior to use. Allow 2 business days for approval.

3. All Social Media ads must include the hashtag #FLAdventureCoast.

4. Invoices for all advertising and expenses, WITH copies of the ads, AND proof of payment MUST be submitted with your report and invoice.

5. An Invoice requesting reimbursement, along with a report on the event, must be submitted to the HCTDC within 60 days of the close of the event. Invoices must be made out to the HCTDC and include copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate the request for funds. The link to the electronic reporting form will be sent to you with the notificiation of your grant.

6. All applications and subsequent reports must be submitted thru the Grant Funding Portal. Please do not submit your reports in any other format.

7. You must meet all of the requirements listed above to recieve your grant funding riumbursement. If you skip any steps or do not seek approval of your ads, you will be disqualified and will not recieve your riumbursement.

Organization Name	Foggy Longbritches LLC
Organization EIN# or FEN#	93-2297678
Business Address	1056 Osowaw Blvd Spring Hill, FL, 34607
Application completed by	Ingrid Schaper
Title	Manager
Email	foggylongbritches@gmail.com
Telephone No.	(352) 228-0292
Name of Event	Florida Americana Music Festival
Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	Music festival Americana music in wide variety of genres Kids program Food and craft vendors Camping available
Date(s) of Event	Wednesday, February 4, 2026
Hours of Event	6:00 PM - 11:00 PM

Date(s) of Event	Thursday, February 5, 2026
Hours of Event	4:00 PM - 11:00 PM
Date(s) of Event	Friday, February 6, 2026
Hours of Event	11:00 AM - 11:00 PM
Should your event span more than three days, please list all dates and times below:	Feb Fourth to Eighth
Is this a new event or a repeat event?	Repeat event; Initial grant request
Event Marketing Contact	Ingrid Schaper
Email Address	foggylongbritches@gmail.com
Telephone No.	(352) 228-0292
Organization or event Website	www.foggylongbritches.com

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.facebook.com/groups/2039191063088417

Event location(s)	Florida Sand Music Ranch
Address of Event	85 Myers Rd Brooksville, FL, 34602
Telephone No.	(863) 245-8442
Projected number of event vendors	30
Projected Number of Local Attendees:	400
Projected Number of Out-of-Town Attendees:	1000
Projected Number of Hotel Rooms:	10
Projected Number of Camping Sites:	200

Please provide a detailed marketing plan and proposed use of requested funds.

Be certain to indicate the target markets reached by the advertising and the run dates for all advertising programs; reimbursable expenses must be spent on advertising outside of Hernando County.

Ex: Tampa Bay Times

Weeks of March 15-April 28, 2018

Pinellas, Hillsborough, Pasco and Hernando

$1500

Media Outlet #1	Creative Loafing Magazine
Schedule for Publication or Media	December, January, February editions
Reach of Publication or Media	statewide
Budget for Publication or Media	500
Media Outlet #2	Facebook
Schedule for Publication or Media	ongoing
Reach of Publication or Media	across the country
Budget for Publication or Media	1500
Media Outlet #3	YouTube
Schedule for Publication or Media	ongoing
Reach of Publication or Media	worldwide
Budget for Publication or Media	1000
Media Outlet #4	Local morning news
Schedule for Publication or Media	January
Reach of Publication or Media	Tampa Bay area
Budget for Publication or Media	500
Media Outlet #5	Senior Voice Magazine
Schedule for Publication or Media	January issue
Reach of Publication or Media	Citrus & Hernando Counties
Budget for Publication or Media	500
Total Marketing and Advertising Budget:	4000
Total Grant Amount Requested:	1500

Please retain a copy of the entire completed packet for your own reference.

Please initial each item below, signifying that you have read and understand the conditions of the Tourism Grant Program.

I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and	IS

all digital platforms, must include a link to FloridasAdventureCoast.com. All social media ads must include the hashtag #FLAdventureCoast.

I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases IS

I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Visitors Bureau staff in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded. Submit your ad proofs to Michelle Rose at mrose@floridasadventurecoast.com. IS

I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request. IS

I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars. IS

I understand that the Event must be accessible to the public and to disabled persons. IS

I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event. IS

I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	IS
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	IS

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Florida's Adventure Coast Visitors Bureau
Attn: Tammy J. Heon
205 E. Ft Dade Ave.
Brooksville, FL 34601

I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:	I Schaper
Name:	Ingrid Schaper
Title:	Manager
Date	Friday, September 12, 2025

TDC Grant Funding Score Sheet

Applicant	**Foggy Longbritches, LLC**
Applicant Event	Florida Americana Music Festival
Dates of Event	Feb 4-8, 2026
Number of days of Event	3

(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan	3

(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance	2

Expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights	0

(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites	3

(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more sites

Key Initiative?	0

Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget	$4,000.00
1/3 Allowed TDC Funding	$1,333.33
Requested Grant Funding	$1,500.00
Total Points	11
Grant Award Based on Points	$5,000
Recommended Grant Award	**$ 1,300.00**

TJH, 9/23/2025, 12:52 PM

Friday, August 29, 2025

Application for HC TDC Grant Funding

Hernando County Tourist Development Council
Grant Funding Program Application, Procedures and Agreement

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March 26th TDC Meeting - Grant Applications due by March 13th

May 23rd TDC Meeting - Grant Applications due by May 15th

July 23rd TDC Meeting - Grant Applications due by July 10th

The number of grants awarded, and the amount of each grant award, will be dependent upon the availability of designated funds and specific allocations.

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There are several requirements to be met to be eligible for grant funding.

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2. All advertisements MUST include the Florida's Adventure Coast logo and MUST be pre-approved by Visitors Bureau staff prior to use. Allow 2 business days for approval.

3. All Social Media ads must include the hashtag #FLAdventureCoast.

4. Invoices for all advertising and expenses, WITH copies of the ads, AND proof of payment MUST be submitted with your report and invoice.

5. An Invoice requesting reimbursement, along with a report on the event, must be submitted to the HCTDC within 60 days of the close of the event. Invoices must be made out to the HCTDC and include copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate the request for funds. The link to the electronic reporting form will be sent to you with the notificiation of your grant.

6. All applications and subsequent reports must be submitted thru the Grant Funding Portal. Please do not submit your reports in any other format.

7. You must meet all of the requirements listed above to recieve your grant funding riumbursement. If you skip any steps or do not seek approval of your ads, you will be disqualified and will not recieve your riumbursement.

Organization Name	Foggy Longbritches LLC
Organization EIN# or FEN#	93-2297678
Business Address	1056 Osowaw Blvd Spring Hill, FL, 34607
Application completed by	Ingrid Schaper
Title	Manager
Email	foggylongbritches@gmail.com
Telephone No.	(352) 228-0292
Name of Event	Florida Winter Music Festival
Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	Music festival Americana music in wide variety of genres kids program food and craft vendors camping available
Date(s) of Event	Wednesday, November 5, 2025
Hours of Event	6:00 PM - 11:00 PM

Date(s) of Event	Thursday, November 6, 2025
Hours of Event	4:00 PM - 11:00 PM
Date(s) of Event	Sunday, November 9, 2025
Hours of Event	11:00 AM - 5:00 PM
Should your event span more than three days, please list all dates and times below:	November Fifth to Nineth
Is this a new event or a repeat event?	Repeat
If a repeat event, upload the most recent Grant Funding Report	PDF Invoice for marketing grant - Floridas … .pdf
Event Marketing Contact	Keegan Galt
Email Address	officiallionofjudah@gmail.com
Telephone No.	(352) 228-0292
Organization or event Website	www.foggylongbritches.com

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.facebook.com/groups/3320423338205823

Event location(s)	Florida Sand Music Ranch
Address of Event	85 Myers Rd Brooksville, FL, 34602
Telephone No.	(863) 245-8442
Projected number of event vendors	30
Projected Number of Local Attendees:	400
Projected Number of Out-of-Town Attendees:	1000
Projected Number of Hotel Rooms:	10
Projected Number of Camping Sites:	200

Please provide a detailed marketing plan and proposed use of requested funds.

Be certain to indicate the target markets reached by the advertising and the run dates for all advertising programs; reimbursable expenses must be spent on advertising outside of Hernando County.

Ex: Tampa Bay Times

Weeks of March 15-April 28, 2018

Pinellas, Hillsborough, Pasco and Hernando

$1500

Media Outlet #1	Creative Loafing Magazine
Schedule for Publication or Media	September, October editions
Reach of Publication or Media	statewide
Budget for Publication or Media	500
Media Outlet #2	Facebook
Schedule for Publication or Media	Ongoing
Reach of Publication or Media	Across the country
Budget for Publication or Media	1500
Media Outlet #3	YouTube
Schedule for Publication or Media	Ongoing
Reach of Publication or Media	Worldwide
Budget for Publication or Media	1000
Media Outlet #4	Local morning news
Schedule for Publication or Media	October
Reach of Publication or Media	Tampa Bay area
Budget for Publication or Media	500
Media Outlet #5	Senior Voice Magazine
Schedule for Publication or Media	October issue
Reach of Publication or Media	Citrus & Hernando Counties
Budget for Publication or Media	500
Total Marketing and Advertising Budget:	$4000
Total Grant Amount Requested:	$1000

Please retain a copy of the entire completed packet for your own reference.

Please initial each item below, signifying that you have read and understand the conditions of the Tourism Grant Program.

I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and all digital platforms, must include a link to FloridasAdventureCoast.com. All social media ads must include the hashtag #FLAdventureCoast. IS

I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases IS

I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Visitors Bureau staff in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded. Submit your ad proofs to Michelle Rose at mrose@floridasadventurecoast.com. IS

I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request. IS

I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars. IS

I understand that the Event must be accessible to the public and to disabled persons. IS

I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event.	IS
I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	IS
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	IS

Any notice contemplated or required by this Agreement shall be sent, in writing, to:

Florida's Adventure Coast Visitors Bureau
Attn: Tammy J. Heon
205 E. Ft Dade Ave.
Brooksville, FL 34601

I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:	
Name:	Ingrid Schaper
Title:	Manager
Date	Friday, August 29, 2025

TDC Grant Funding Score Sheet

Applicant	**Foggy Longbritches, LLC**
Applicant Event	Florida Winter Music Festival
Dates of Event	November 5-9, 2026
Number of days of Event	3

(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan	3

(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance	2

Expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights	1

(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites	2

(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more sites

Key Initiative?	0

Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget	$4,000.00
1/3 Allowed TDC Funding	$1,333.33
Requested Grant Funding	$1,500.00
Total Points	11
Grant Award Based on Points	$5,000
Recommended Grant Award	**$ 1,000.00**

TJH, 9/29/2025, 1:04 PM

Wednesday, July 2, 2025

Application for HC TDC Grant Funding

Hernando County Tourist Development Council
Grant Funding Program Application, Procedures and Agreement

The primary purpose of the Hernando County Local Special Event Grant Funding Program is to provide funding to local organizations for marketing of special events that promote Hernando County as a tourist destination. **Funds received pursuant to the Special Event Grant Funding Program must ONLY be used for expenditures associated with marketing and promoting the event** to visitors and guests outside of Hernando County, with the goal of encouraging overnight **visitors.** The program is administered through the Hernando County Tourist Development Council (HCTDC) and Florida's Adventure Coast Visitors Bureau.

Applicants are required to provide a completed application with a detailed marketing plan.

Local special events that may receive funding must demonstrate a history of producing room nights, creating positive economic impact, and/or the potential to draw visitors to the area with a regional marketing plan. In addition, applicants must be able to project a number of overnight visitors staying in Hernando County accommodations. The application should specify the grant dollar amount requested and a detailed proposed use of the requested funds.

All forms must be completed and submitted to the Visitors Bureau in advance of the HCTDC Meeting where presentations will be heard. **Applications for grants for the FY 2025-2026 year must be recieved at least 10 Days prior to the TDC Meeting where it will be reviewed.** Applications will be reviewed by the TDC Meeting and funding recommendations forwarded to the BOCC for review and final approval. Please allow at least six weeks for the process and creation of a PO.

The remaining TDC Meetings and Grant Application Due Dates for FY 2025-2026 are as follows:

September 25th TDC Meeting – Grant Applications due by September 12th

November 20th TDC Meeting – Grant Applications due by November 7th

January 22nd TDC Meeting - Grant Applications due by January 9th

March 26th TDC Meeting - Grant Applications due by March 13th

May 23rd TDC Meeting - Grant Applications due by May 15th

July 23rd TDC Meeting - Grant Applications due by July 10th

The number of grants awarded, and the amount of each grant award, will be dependent upon the availability of designated funds and specific allocations.

All Local Special Event Funding Grants are **reimbursement grants** and will be paid upon completion of the event and submission of an invoice, and required documentation.

There are several requirements to be met to be eligible for grant funding.

1. Funds are for advertising and marketing expenses for the event only.

2. All advertisements MUST include the Florida's Adventure Coast logo and MUST be pre-approved by Visitors Bureau staff prior to use. Allow 2 business days for approval.

3. All Social Media ads must include the hashtag #FLAdventureCoast.

4. Invoices for all advertising and expenses, WITH copies of the ads, AND proof of payment MUST be submitted with your report and invoice.

5. An Invoice requesting reimbursement, along with a report on the event, must be submitted to the HCTDC within 60 days of the close of the event. Invoices must be made out to the HCTDC and include copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate the request for funds. The link to the electronic reporting form will be sent to you with the notificiation of your grant.

6. All applications and subsequent reports must be submitted thru the Grant Funding Portal. Please do not submit your reports in any other format.

7. You must meet all of the requirements listed above to recieve your grant funding riumbursement. If you skip any steps or do not seek approval of your ads, you will be disqualified and will not recieve your riumbursement.

Organization Name	Hernando County Fine Arts Council
Organization EIN# or FEN#	59-3342853
Business Address	PO Box 1265 Brooksville, FL, 34605
Application completed by	Cheryl Hill
Title	Treasurer
Email	treasurer@hernandoarts.org
Telephone No.	(352) 584-0429
Name of Event	Art in the Park 2026
Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	See attached
Date(s) of Event	Saturday, March 14, 2026
Hours of Event	10:00 AM - 5:00 PM

Date(s) of Event	Sunday, March 15, 2026
Hours of Event	10:00 AM - 4:00 PM
Is this a new event or a repeat event?	Repeat
If a repeat event, upload the most recent Grant Funding Report	Hernando County TDC Grant Funding … .pdf
Event Marketing Contact	Jessica Knutila
Email Address	Office@hernandoarts.org
Telephone No.	(352) 587-8062
Organization or event Website	https://www.aitphernando.com

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.facebook.com/artintheparkhernando

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.instagram.com/hernandoarts/

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.youtube.com/channel/UCgQDkV_DabGAtXeL0SfS4mg

Event location(s)	Tom Varn Park
Address of Event	306 Darby Lane Brooksville, FL, 34601
Telephone No.	(352) 584-0429
Projected number of event vendors	200
Projected Number of Local Attendees:	4000
Projected Number of Out-of-Town Attendees:	2000
Projected Number of Hotel Rooms:	15
Projected Number of Camping Sites:	5

Please provide a detailed marketing plan and proposed use of requested funds.

Be certain to indicate the target markets reached by the advertising and the run dates for all advertising programs; reimbursable expenses must be spent on advertising outside of Hernando County.

Ex: Tampa Bay Times

Weeks of March 15-April 28, 2018

Pinellas, Hillsborough, Pasco and Hernando

$1500

Media Outlet #1	Social Media Paid Ads
Schedule for Publication or Media	Oct 2025 - March 2026
Reach of Publication or Media	USA
Budget for Publication or Media	$2100
Media Outlet #2	Suncoast News and Hernando Sun
Schedule for Publication or Media	February, March 2025
Reach of Publication or Media	Hernando, Pasco, Pinellas
Budget for Publication or Media	$1200
Media Outlet #3	Social Media Posting
Schedule for Publication or Media	July 2025 - March 2026
Reach of Publication or Media	USA
Budget for Publication or Media	$1500
Media Outlet #4	Street signage and printing
Schedule for Publication or Media	October 2025 - March 2026
Reach of Publication or Media	Tampa Bay Area and Surrounding Counties
Budget for Publication or Media	$2100
Media Outlet #5	Ezekials Photography
Schedule for Publication or Media	March 13, 2026 - March 15, 2026
Reach of Publication or Media	USA
Budget for Publication or Media	$700
Media Outlet #6	Roots Creative Co event marketing
Schedule for Publication or Media	October 2025 - March 2026
Reach of Publication or Media	USA

Budget for Publication or Media	$1000
Media Outlet #7	WUFT Radio
Schedule for Publication or Media	March 2026
Reach of Publication or Media	Gainesville and surrounding areas
Budget for Publication or Media	$600
Media Outlet #8	WUSF and WEDU TV and Radio
Schedule for Publication or Media	March 2026
Reach of Publication or Media	Tampa Bay Area
Budget for Publication or Media	$700
Media Outlet #9	ZAPP
Schedule for Publication or Media	September 2025 - January 2026
Reach of Publication or Media	USA and beyond
Budget for Publication or Media	$500
Media Outlet #10	Art Fair Calendar and Sunshine Artist
Schedule for Publication or Media	October 2025 - January 2026
Reach of Publication or Media	USA
Budget for Publication or Media	$725
Total Marketing and Advertising Budget:	$11,125
Total Grant Amount Requested:	$11,125

Please retain a copy of the entire completed packet for your own reference.

Please initial each item below, signifying that you have read and understand the conditions of the Tourism Grant Program.

I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and all digital platforms, must include a link to FloridasAdventureCoast.com. All social media ads must include the hashtag #FLAdventureCoast.	CAH

I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases	CAH
I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Visitors Bureau staff in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded. Submit your ad proofs to Michelle Rose at mrose@floridasadventurecoast.com.	CAH
I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request.	CAH
I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars.	CAH
I understand that the Event must be accessible to the public and to disabled persons.	CAH

I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event.	CAH
I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	CAH
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	CAH

Any notice contemplated or required by this Agreement shall be sent, in writing, to:

Florida's Adventure Coast Visitors Bureau
Attn: Tammy J. Heon
205 E. Ft Dade Ave.
Brooksville, FL 34601

I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:	
Name:	Cheryl Hill
Title:	Treasurer
Date	Wednesday, July 2, 2025

TDC Grant Funding Score Sheet

Applicant **HC Fine Arts Council**

Applicant Event Art in the Park

Dates of Event March 14-15, 2026

Number of days of Event 2
(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan 2
(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance 3
Expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more sites

Key Initiative? 0
Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget	$11,125.00
1/3 Allowed TDC Funding	$3,708.33
Requested Grant Funding	$11,125.00
Total Points	7
Grant Award Based on Points	$2,500
Recommended Grant Award	**$ 3,500.00**

TJH, 9/23/2025, 12:41 PM

Tuesday, September 23, 2025

Application for HC TDC Grant Funding

Hernando County Tourist Development Council
Grant Funding Program Application, Procedures and Agreement

The primary purpose of the Hernando County Local Special Event Grant Funding Program is to provide funding to local organizations for marketing of special events that promote Hernando County as a tourist destination. **Funds received pursuant to the Special Event Grant Funding Program must ONLY be used for expenditures associated with marketing and promoting the event** to visitors and guests outside of Hernando County, with the goal of encouraging overnight **visitors.** The program is administered through the Hernando County Tourist Development Council (HCTDC) and Florida's Adventure Coast Visitors Bureau.

Applicants are required to provide a completed application with a detailed marketing plan.

Local special events that may receive funding must demonstrate a history of producing room nights, creating positive economic impact, and/or the potential to draw visitors to the area with a regional marketing plan. In addition, applicants must be able to project a number of overnight visitors staying in Hernando County accommodations. The application should specify the grant dollar amount requested and a detailed proposed use of the requested funds.

All forms must be completed and submitted to the Visitors Bureau in advance of the HCTDC Meeting where presentations will be heard. **Applications for grants for the FY 2025-2026 year must be recieved at least 10 Days prior to the TDC Meeting where it will be reviewed.** Applications will be reviewed by the TDC Meeting and funding recommendations forwarded to the BOCC for review and final approval. Please allow at least six weeks for the process and creation of a PO.

The remaining TDC Meetings and Grant Application Due Dates for FY 2025-2026 are as follows:

September 25th TDC Meeting – Grant Applications due by September 12th

November 20th TDC Meeting – Grant Applications due by November 7th

January 22nd TDC Meeting - Grant Applications due by January 9th

March 26th TDC Meeting - Grant Applications due by March 13th

May 23rd TDC Meeting - Grant Applications due by May 15th

July 23rd TDC Meeting - Grant Applications due by July 10th

The number of grants awarded, and the amount of each grant award, will be dependent upon the availability of designated funds and specific allocations.

All Local Special Event Funding Grants are **reimbursement grants** and will be paid upon completion of the event and submission of an invoice, and required documentation.

There are several requirements to be met to be eligible for grant funding.

1. Funds are for advertising and marketing expenses for the event only.

2. All advertisements MUST include the Florida's Adventure Coast logo and MUST be pre-approved by Visitors Bureau staff prior to use. Allow 2 business days for approval.

3. All Social Media ads must include the hashtag #FLAdventureCoast.

4. Invoices for all advertising and expenses, WITH copies of the ads, AND proof of payment MUST be submitted with your report and invoice.

5. An Invoice requesting reimbursement, along with a report on the event, must be submitted to the HCTDC within 60 days of the close of the event. Invoices must be made out to the HCTDC and include copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate the request for funds. The link to the electronic reporting form will be sent to you with the notificiation of your grant.

6. All applications and subsequent reports must be submitted thru the Grant Funding Portal. Please do not submit your reports in any other format.

7. You must meet all of the requirements listed above to recieve your grant funding riumbursement. If you skip any steps or do not seek approval of your ads, you will be disqualified and will not recieve your riumbursement.

Organization Name	Swamp Mountain Bike Club
Organization EIN# or FEN#	82-4375352
Business Address	5128 Puritan Road TAMPA, FL, 33617
Application completed by	Pat Sanchez
Title	Executive Director
Email	Pat.sanchez@swampmtbclub.com
Telephone No.	(813) 598-5709
Name of Event	CroomFest

Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	CroomFest is the signature annual celebration of adventure community and the great outdoors held at the scenic Silver Lake Campground in the Withlacoochee State Forest Each February riders of all levels gather to enjoy mountain biking gravel and road rides along with paddling and hiking in one of Floridas most beautiful natural settings The event blends recreation with camaraderie offering guided rides camping music food and social activities that connect people through shared outdoor experiences Proceeds directly support SWAMP trail building and maintenance ensuring safe sustainable access to nature for thousands in the Tampa Bay community
Date(s) of Event	Wednesday, February 4, 2026
Hours of Event	1:00 PM - 10:00 PM
Date(s) of Event	Thursday, February 5, 2026
Hours of Event	6:30 AM - 10:00 PM
Date(s) of Event	Friday, February 6, 2026
Hours of Event	6:30 AM - 10:00 PM
Should your event span more than three days, please list all dates and times below:	Feb seventh to Feb nineth check out on the nineth at Eleven AM
Is this a new event or a repeat event?	Repeat
If a repeat event, upload the most recent Grant Funding Report	PDF Adventure Coast.pdf
Event Marketing Contact	Pat Sanchez
Email Address	Pat.sanchez@swampmtbclub.com
Telephone No.	(813) 598-5709
Organization or event Website	SWAMPmtbclub.com

Event or Organization Social Media Sites: (Please provide complete URL for social media channels)

https://www.facebook.com/swampmtbclub

Event location(s)	Silver Lake Campgrounds
Address of Event	31475 Silver Lake Blvd Brooksville, Florida, 34602
Telephone No.	(352) 797 4140

Projected number of event vendors	10
Projected Number of Local Attendees:	300
Projected Number of Out-of-Town Attendees:	200
Projected Number of Hotel Rooms:	20
Projected Number of Camping Sites:	80

Please provide a detailed marketing plan and proposed use of requested funds.

Be certain to indicate the target markets reached by the advertising and the run dates for all advertising programs; reimbursable expenses must be spent on advertising outside of Hernando County.

Ex: Tampa Bay Times

Weeks of March 15-April 28, 2018

Pinellas, Hillsborough, Pasco and Hernando

$1500

Media Outlet #1	website
Schedule for Publication or Media	weekly
Reach of Publication or Media	State of Florida
Budget for Publication or Media	500
Media Outlet #2	Local Bike Shop Posters flyers
Schedule for Publication or Media	4 months
Reach of Publication or Media	Hillsborough, Pinellas, Pasco, Hernando
Budget for Publication or Media	500
Media Outlet #3	Website database
Schedule for Publication or Media	Monthly from Sept to Feb
Reach of Publication or Media	Southeastern states
Budget for Publication or Media	500
Media Outlet #4	Social Media
Schedule for Publication or Media	Bi monthly Sept thru Feb
Reach of Publication or Media	All over the US
Budget for Publication or Media	2500

1200

Total Marketing and Advertising Budget:	4000
Total Grant Amount Requested:	3500

Please retain a copy of the entire completed packet for your own reference.

Please initial each item below, signifying that you have read and understand the conditions of the Tourism Grant Program.

I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and all digital platforms, must include a link to FloridasAdventureCoast.com. All social media ads must include the hashtag #FLAdventureCoast.	PS
I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases	PS
I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Visitors Bureau staff in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded. Submit your ad proofs to Michelle Rose at mrose@floridasadventurecoast.com.	PS

I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request.	PS
I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars.	PS
I understand that the Event must be accessible to the public and to disabled persons.	PS
I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event.	PS
I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	PS
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	PS

Any notice contemplated or required by this Agreement shall be sent, in writing, to:

Florida's Adventure Coast Visitors Bureau

Attn: Tammy J. Heon
205 E. Ft Dade Ave.
Brooksville, FL 34601

I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:

P Sanchez

Name: Pat Sanchez

Title: Executive Director

Date Tuesday, September 23, 2025

TDC Grant Funding Score Sheet

Applicant **SWAMP Mountain Bike Club**

Applicant Event Croomfest

Dates of Event February 6-7, 2025

Number of days of Event 2
(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan 2
(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance 1
Expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights 0
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites 2
(0 points up to 25; 1 point for 26-50; 2 points for 51-100; 3 points for 100 or more sites

Key Initiative? 1
Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget	$4,000.00
1/3 Allowed TDC Funding	$1,333.33
Requested Grant Funding	$3,500.00
Total Points	8
Grant Award Based on Points	$2,500
Recommended Grant Award	**$ 1,300.00**

TJH, 9/23/2025, 12:38 PM

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='02811'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1261 TOURIST DEVELOPMENT TAX
DEPARTMENT-02811 TOURIST DEVELOPMENT
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	285,712.00	.00	.00	.00	285,712.00	.00
5101212	SALARY-MARKET ADJUSTMENT	3,583.00	.00	.00	.00	3,583.00	.00
5101400	SALARIES & WAGES-OVERTIM	1,000.00	.00	.00	.00	1,000.00	.00
5102100	FICA TAXES-MATCHING	21,857.00	.00	.00	.00	21,857.00	.00
5102200	RETIREMENT CONTRIBUTIONS	45,795.00	.00	.00	.00	45,795.00	.00
5102300	LIFE & HEALTH INSURANCE	63,243.00	.00	.00	.00	63,243.00	.00
5102400	WORKERS COMP PREMIUMS	286.00	.00	.00	.00	286.00	.00
	TOTAL * PERSONAL SERVICES	421,476.00	.00	.00	.00	421,476.00	.00
	1ST SUBTOTAL-530 * OPERATING EXPENSES						
5303401	CONTRACTED SERVICES	122,641.00	.00	.00	.00	122,641.00	.00
5303405	CONTR SRV-UNIFORMS	250.00	.00	.00	.00	250.00	.00
5303410	CONTR SRV-JANITORIAL/PES	1,156.00	.00	.00	.00	1,156.00	.00
5303488	CONTR SRV-MARKETING	880,000.00	.00	.00	.00	880,000.00	.00
5304001	TRAVEL & PER DIEM	11,400.00	.00	.00	.00	11,400.00	.00
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	.00	500.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	6,780.00	.00	.00	.00	6,780.00	.00
5304205	POSTAGE AND FREIGHT	5,000.00	.00	.00	.00	5,000.00	.00
5304301	UTILITY SRV-ELEC/WTR/SWR	3,600.00	.00	.00	.00	3,600.00	.00
5304401	RENTAL/LEASE-EQUIPMENT	3,216.00	.00	.00	.00	3,216.00	.00
5304405	RENTAL/LEASE-BUILDINGS	1,092.00	.00	.00	.00	1,092.00	.00
5304501	INSURANCE & BONDS-PREMIU	32,000.00	.00	.00	.00	32,000.00	.00
5304602	REPAIR/MAINT-VEHICLES	1,438.00	.00	.00	.00	1,438.00	.00
5304701	PRINTING & BINDING	20,000.00	.00	.00	.00	20,000.00	.00
5304801	PROMOTIONAL ACTIVITIES	9,500.00	.00	.00	.00	9,500.00	.00
5304802	PROM ACT-SPECIAL PROJECT	20,800.00	.00	.00	.00	20,800.00	.00
5304804	PROM ACT-SPONSORSHIP	60,000.00	.00	.00	.00	60,000.00	.00
5304805	PROMO-WEBSITE&RELATED EX	125,660.00	.00	.00	.00	125,660.00	.00
5304813	PROMO-EMAIL ADVRTSG/MRKT	4,000.00	.00	.00	.00	4,000.00	.00
5304815	PROMO-FAM TOURS EXP	2,499.00	.00	.00	.00	2,499.00	.00
5304816	PROMO-URL DOMAIN RENEW	1,200.00	.00	.00	.00	1,200.00	.00
5304817	PROMO-TRADESHOW	6,014.00	.00	.00	.00	6,014.00	.00
5304901	ADVERTISING-LEGAL	80.00	.00	.00	.00	80.00	.00
5304922	FEES/COSTS-OTHER	300.00	.00	.00	.00	300.00	.00
5304933	FEES/COSTS-CST ALLO PLN	152,303.00	.00	.00	.00	152,303.00	.00
5304945	FEES/COSTS-CLERK	75,106.00	.00	.00	.00	75,106.00	.00
5304953	FEES/COSTS-FLT GPS TRCKN	420.00	.00	.00	.00	420.00	.00
5304956	FEES/COSTS-FLT FCLTY AL	88.00	.00	.00	.00	88.00	.00
5304957	FEES/COSTS-FLEET/ADMIN	888.00	.00	.00	.00	888.00	.00
5304959	FEES/COSTS-BANK CHARGES	1,000.00	.00	.00	.00	1,000.00	.00
5305101	OFFICE SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
5305201	OPERATING SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
5305202	GAS, OIL & LUBRICANTS	3,500.00	.00	.00	.00	3,500.00	.00
5305221	OPER SUPP-CMPTR SOFTWARE	2,940.00	.00	.00	.00	2,940.00	.00
5305264	UNCAPITALIZED EQUIPMENT	500.00	.00	.00	.00	500.00	.00
5305274	UNCAP EQUIP-TECH	3,360.00	.00	.00	.00	3,360.00	.00

SELECTION CRITERIA: expledgr.key_orgn='02811'
ACCOUNTING PERIOD: 1/26

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1261 TOURIST DEVELOPMENT TAX
DEPARTMENT-02811 TOURIST DEVELOPMENT
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5305401	BOOKS/PUBLICATIONS/SUBSC	12,636.00	.00	.00	.00	12,636.00	.00
5305402	DUES AND MEMBERSHIPS	19,710.00	.00	.00	.00	19,710.00	.00
5305506	EDUC-TRAINING & TUITION	9,900.00	.00	.00	.00	9,900.00	.00
	TOTAL * OPERATING EXPENSES	1,605,477.00	.00	.00	.00	1,605,477.00	.00
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909910	BUDGET RES FOR CONTINGNC	3,184,033.00	.00	.00	.00	3,184,033.00	.00
	TOTAL * NON-OPERATING EXPENSE	3,184,033.00	.00	.00	.00	3,184,033.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	70,000.00	.00	.00	.00	70,000.00	.00
5951210	TRNSF-HLTH SELF INS(5121	6,720.00	.00	.00	.00	6,720.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	76,720.00	.00	.00	.00	76,720.00	.00
	TOTAL TOURIST DEVELOPMENT	5,287,706.00	.00	.00	.00	5,287,706.00	.00
	TOTAL TOURIST DEVELOPMENT TAX	5,287,706.00	.00	.00	.00	5,287,706.00	.00
TOTAL REPORT		5,287,706.00	.00	.00	.00	5,287,706.00	.00

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Utilities
Prepared By: Penny Grocholski
Initiator: Gordon Onderdonk
DOC ID: 16185
Legal Request Number:
Bid/Contract Number:

TITLE
Approval of Water Master Plan Update Prepared by McKim & Creed for Utilities Department

BRIEF OVERVIEW
Attached is a Water Master Plan Update for Hernando County Utilities Department prepared by McKim & Creed. The update includes new population and water demand projections considering the recent developments within the County. Also included is an update to our Countywide water distribution model to determine system upgrades that will be necessary in the future. Modeling was done in five-year increments from 2025 to 2045 to help plan for capital improvements and ensure reliable water service.

Key components of the Water Master Plan Update include:

- Updated population and water demand calculations
- Reviewing and updating the existing hydraulic model
- Documenting model assumptions and analysis criteria
- Calibrating and validating the model for accuracy
- Simulating future demand scenarios in five-year increments (2025-2045)
- Identifying and recommending system improvements to address current and projected hydraulic limitations
- Supporting the development of a Capital Improvement Program (CIP) aligned with projected system growth and demand

FINANCIAL IMPACT
No financial impact at this time.

LEGAL NOTE
The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board adopt and approve the attached Hernando County Water Master Plan Update.

REVIEW PROCESS

Katrina Tejera	Approved	07/17/2025 2:47 PM
Grace Sheppard	Approved	07/18/2025 8:56 AM
Ron Patel	Approved	07/18/2025 9:44 AM
Gordon Onderdonk	Delegated	07/18/2025 11:42 AM
Ron Patel	Escalated	07/22/2025 5:18 PM
Grace Sheppard	Delegated	07/23/2025 8:05 AM
Ron Patel	Escalated	07/28/2025 5:17 PM

Grace Sheppard	Delegated	07/29/2025 12:09 PM
Ron Patel	Approved	07/31/2025 9:34 AM
Gordon Onderdonk	Approved	10/17/2025 4:23 PM
Erin Dohren	Approved	10/20/2025 12:23 PM
Pamela Hare	Approved	10/20/2025 1:43 PM
Michael Cowan	Approved	10/21/2025 10:33 AM
Natasha Lopez Perez	Approved	10/21/2025 2:57 PM
Heidi Prouse	Approved	10/22/2025 11:36 AM
Toni Brady	Approved	10/22/2025 11:52 AM
Jeffrey Rogers	Approved	10/22/2025 11:58 AM
Colleen Conko	Approved	10/22/2025 12:06 PM

1365 HAMLET AVENUE, CLEARWATER, FL 33756
TEL (727) 442-7196 ● FAX (727) 461-3827

TECHNICAL MEMORANDUM

TO:	Ron Patel, P.E., Hernando County
FROM:	Mitch Chiavaroli, P.E., McKim & Creed
CC:	Gordon Onderdonk, Hernando County Jeff Trommer, WSP
DATE:	~~March 22, 2025~~ Revised October 1, 2025
RE:	Hernando County Water Master Plan Update - Hydraulic Modeling

Executive Summary

In accordance with Task 6 - Hydraulic Modeling, of the Potable Water Master Plan (WMP) Update scope of services, McKim & Creed (M&C) has prepared this Technical Memorandum (TM) to summarize the hydraulic modeling efforts performed and the recommended improvements to the County's water supply and distribution infrastructure. This TM discusses the condition of the potable hydraulic model as received from Hernando County (County), identifies changes made to the hydraulic model, describes the assumptions made and incorporated into the hydraulic model, and summarizes the hydraulic modeling criteria used in the analysis. The results from the hydraulic modeling for planning period were used to determine the recommended improvements to address observed limitations within the County's potable water distribution system.

As part of the 2021 WMP, McKim & Creed combined the County's hydraulic models into a single hydraulic model covering all service areas: the West Hernando, Seville, East Hernando, Royal Oaks, Dogwood Estates, and Cedar Lane service areas. McKim & Creed also updated and calibrated the model and created model scenarios with recommended improvements based on the demand projections through 2040. As part of the current WMP update, the County provided McKim & Creed with the current version of the model, which includes changes made since 2021.

Updated water demand projections used for these hydraulic modeling efforts are explained in the 2024 Demand Projections Technical Memorandum. The hydraulic model was loaded with updated projected water demands through 2045. Using the 2021 WMP recommendations as a starting point, McKim & Creed modeled scenarios in five-year increments from 2025 through 2045. The purpose was to identify capital improvement program (CIP) recommendations for addressing system growth and potential hydraulic deficiencies.

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Abbreviations and Acronyms

AB	Antelope-Barrow
AC	Asbestos Cement
AM	Ante Meridiem (Before Midday)
AP	Airport
Avg	Average
AWWA	American Water Works Association
Blvd	Boulevard
BPS	Booster Pump Station
BW	Braewood
C	Hazen-Williams Friction Factor
CI	Cast Iron
CIP	Capital Improvements Program
CK	Cartee-Keysville
County	Hernando County
Ct	Court
D	Diameter
DI	Ductile Iron
Dr	Drive
e.g.	Exempli Gratia (For Example)
EL	Eldridge
EL.	Elevation
EST	Elevated Storage Tank
FF	Fire Flow
fps	Feet Per Second
ft	Feet
ft^2	Square Feet
FY	Fiscal Year
Gals	Gallons
GIS	Geographic Information System
gpm	Gallons Per Minute
GR	Gretna
GST	Ground Storage Tank
HCUD	Hernando County Utilities Department
HD	Hill-n-Dale
HDPE	High-Density Polyethylene
h_f	Headloss Due to Friction
HGL	Hydraulic Grade Line
HR	Hexam Rd
HSP	High Service Pump
Hydro	Hydropneumatic Storage Tank
i.e.	Id Est (That Is)
in.	Inches
JA	Jamaica-Apricot

KI	Mariner-Killian
L	Length
LA	Lakeside Acres
LD	Linden-Deer
LF	Linear Feet
LR	Lockhart Rd
M&C	McKim & Creed
mgd	Million Gallons Per Day
MMAD	Maximum Month Average Day
MSBU	Municipal Service Benefit Unit
N/A	Not Applicable
NFPA	National Fire Protection Association
No.	Number
Oct	October
PDD	Peak Day Demand
PM	Post Merīdiem (After Midday)
psi	Pounds Per Square Inch
PVC	Polyvinyl Chloride
Q	Flow
R^2	Regression Coefficient of Determination
RA	Rolling Acres
Rd	Road
RH	Royal Highlands
RMN	Ridge Manor North
RMS	Ridge Manor South
RMW	Ridge Manor West
SCADA	Supervisory Control and Data Acquisition
SP	Springwood Estates
St	Street
STL	Steel
SVL	Seville
SWH	Southwest Hernando
TP	Timber Pines
TM	Technical Memorandum
VFD	Variable Frequency Drive
WH	West Hernando
WTP	Water Treatment Plant
WUP	Water Use Permit
WWW WTP-1	Weeki Wachee Woodlands No. 1
WWW WTP-2	Weeki Wachee Woodlands No. 2

1 Introduction

In 2024, the County delivered on average, approximately 21.77 million gallons per day (mgd) of potable water to a functional population of approximately 145,000 in the County's service area. The County uses groundwater wells to supply source water to its seventeen (17) water treatment plants (WTPs), which are distributed amongst its six (6) water supply systems. The County does not import water from external sources and relies exclusively on its WTP-based well systems.

Of the six (6) water supply systems, the West Hernando System is the largest and serves the Spring Hill community in southwest Hernando County. The East Hernando System is the second largest and it serves the eastern areas of the County. The Seville System is considerably smaller and is located in the northwest part of the County. The three remaining systems are small and essentially serve the communities of Royal Oaks, Dogwood Estates, and Cedar Lane, which are centrally located. Altogether, the HCUD water supply systems have a total permitted annual average capacity of 24.36 mgd.

2 Existing Hydraulic Model

During project scope development, the County provided McKim & Creed with their latest Bentley WaterCAD/GEMS hydraulic model covering six (6) service areas:

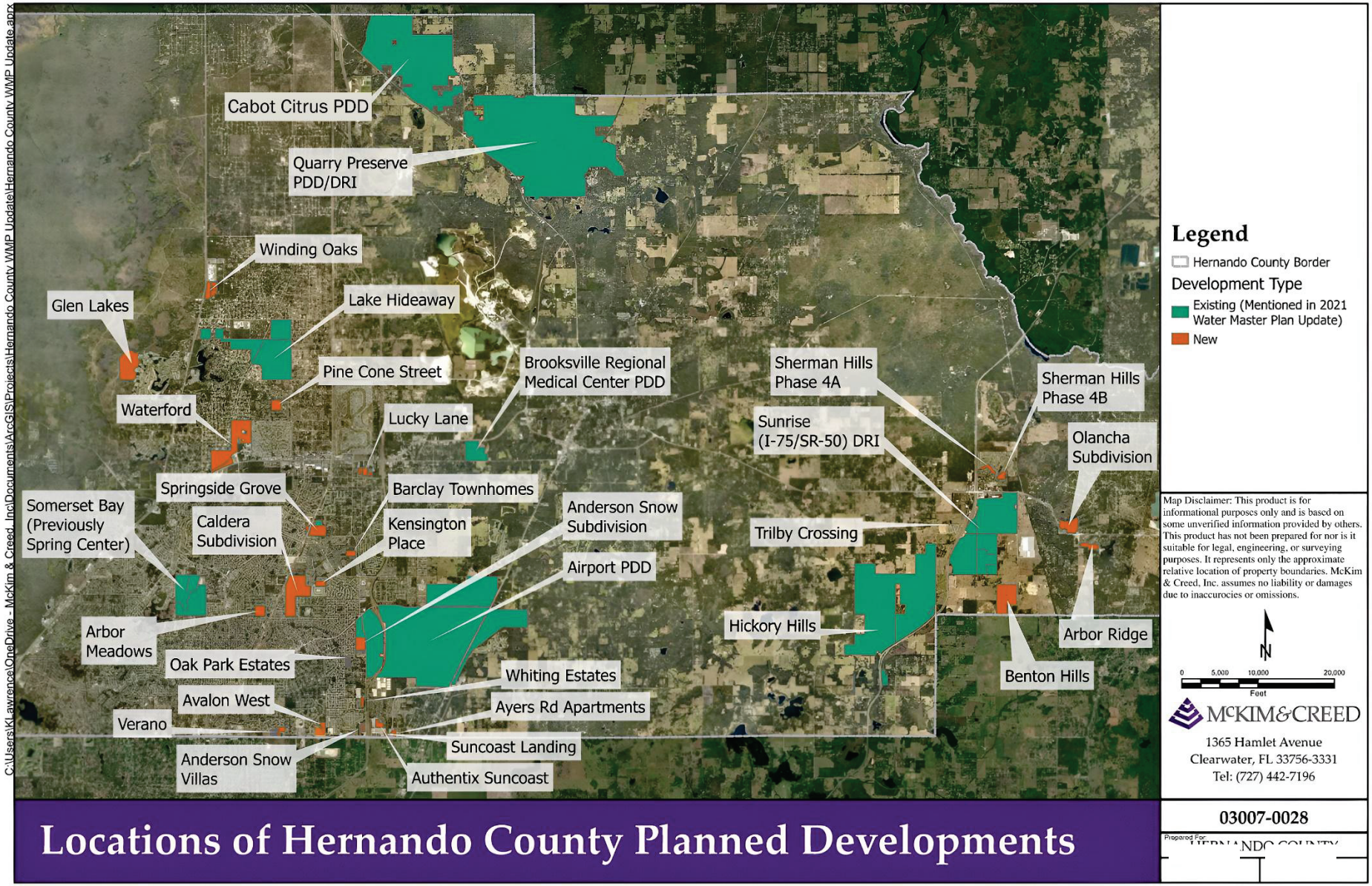
- West Hernando
- Seville
- East Hernando
- Royal Oaks
- Dogwood Estates
- Cedar Lane

The County provided model was used for this planning analysis.

3 Physical Model Updates

Starting with the year 2025, projected demands outlined in the 2024 Demand Projections Technical Memorandum (2024 Demand TM) were loaded in the model. In particular, junctions associated with each new development were chosen. In cases where junctions or pipes did not exist to supply a planned development, they were added. The locations of the planned developments are shown in **Figure 3-1**. (Note that **Figure 3-1** is intended to show the approximate location of the majority of the larger planned developments that were identified by the County during the demand development phase of the project. The demand development takes into account projected countywide population growth information obtained from SWFWMD, BEBR, and Hernando County, which accounts for the smaller developments and infill.)

Figure 3-1. Locations of Planned Developments in the HCUD Service Areas



3.1 Pipe Sizes and Geometry

No updates were made to the size and geometry of existing transmission mains pipes except as detailed under the suggested improvements sections for each scenario.

3.2 Pipe Materials and Physical Properties

No updates were made to the pipe materials. In order to prevent reverse flow issues in the model, check valves were added to pipes downstream of WTP pumps. New piping associated with the Wiscon WTP, which is currently in design, was also added.

3.3 Junctions and Hydrants

No updates were made to the junctions beyond changes made for the purpose of assigning demand for new developments.

3.4 Storage and Tanks

No updates were made to storage tanks in the model aside from removing those which were decommissioned and adding the planned Wiscon GST. The storage tanks included in the model are shown in **Table 3-1** through **Table 3-4.**

Table 3-1. West Hernando Ground Storage Tanks

Facility Name	Tank No.	GST Ground EL. (ft)	Volume (gal)
Antelope Barrow[(1)]	1	60	1,000,000
Cartee Keysville	1	35	1,000,000
Eldridge	1	39	2,000,000
Gretna	1	69	2,000,000
Hexam Rd	1	42	2,000,000
Jamaica Apricot	1	37	500,000
Linden-Deer	1	39	2,000,000
Mariner Killian	1	76	2,000,000
Royal Highlands	1	19	500,000
Southwest Hernando	1	80	2,000,000
Southwest Hernando	2	80	2,000,000
Timber Pines[(1)]	1	62	500,000
West Hernando	1	19	850,000
Wiscon[(2)]	1	80	2,000,000

[(1)] It is understood that the existing well pumps cannot be pulled from these wells and replacement wells is not feasible. Facility planned to be decommissioned after 2030

[(2)] Proposed for 2025

Table 3-2. East Hernando Hydropneumatic and GST Tanks

Facility Name	Tank No.	Hydro Ground EL. (ft)	Volume (gal)
Hill 'n Dale	1	104	10,000
Lockhart Rd	1	138	30,000[1]
Lockhart Rd (GST)	1	140	2,000,000[1]
Ridge Manor South	1	70	5,000
Ridge Manor West	1	70	20,000
Rolling Acres	1	110	5,000

[1] GST planned to replace the hydropneumatic tank in 2025

Table 3-3. East Hernando Elevated Storage Tanks

Facility Name	Tank No.	Volume (gal)
Ridge Manor	1	500,000[1]

[1] Planned to be decommissioned after 2030

Table 3-4. Smaller System Storage Tanks

Facility Name	Tank No.	Volume (gal)
Seville (GST)	1	750,000
Seville (Hydro)	1	10,000
Royal Oaks (Hydro)	1	10,000
Dogwood Estates (Hydro)	1	10,000
Dogwood Estates (Hydro)	2	10,000
Cedar Lane (Hydro)	1	15,000
Cedar Lane (Hydro)	2	15,000
Landfill (Hydro)[2]	1	7,500

[2] Serves landfill and FDOT toll plaza only

3.5 High-Service Pump Curves

Pump curves for the high service pump stations utilized in the model are the same as the pump curves that were included in the 2021 WMP, with the following exceptions.

- Killian WTP high service pump curves were updated for the current design.
- Lockhart WTP high service pump curves were updated for the current design.
- Wiscon WTP high service pump curves were included for the current design.

A pump curve summary table is included in **Appendix A**.

3.6 Facility Controls

No changes were made to existing facility controls in the hydraulic model. For the proposed Wiscon wells, the well pumps were programmed in the model to turn on when the GST falls below 50% full, and off above 98% full.

The hydraulic model already included Lockhart Rd WTP coming online in 2025, so no changes were made to that facility and its controls in the model.

Facilities which have been decommissioned were deleted from the model. Settings for these facilities are summarized in **Table 3-5** through **Table 3-10**. Updates per the 2021 WMP recommendations are noted.

Table 3-5. West Hernando Facility Pressure Settings

Facility Name	Acronym	Pressure (psi)
Antelope-Barrow WTP(1)	AB WTP	76
Cartee-Keysville WTP	CK WTP	75-80
Eldridge WTP	EL WTP	71
Gretna WTP	GR WTP	73
Hexam Rd WTP	HR WTP	73
Jamaica-Apricot WTP	JA WTP	76
Linden-Deer WTP	LD WTP	73
Mariner-Killian WTP	KI WTP	55
Royal Highlands WTP	RH WTP	80
Southwest Hernando WTP	SW WTP	56(2)
Timber Pines BPS(1)	TP BPS	57
West Hernando WTP	WH WTP	71

(1) Facility planned to be decommissioned after 2030

(2) Pressure setting should be increased to 60 psi in 2030 and increased again to 70 psi in 2045 to meet increased demands

Table 3-6. East Hernando Facility Pressure Settings

Facility Name	Acronym	Pressure (psi)
Hill-n-Dale WTP	HD WTP	62
Lockhart Rd WTP	LR WTP	29-50
Ridge Manor South WTP	RMS WTP	57-76
Ridge Manor West WTP	RMW WTP	73
Rolling Acres WTP	RA WTP	48-68

Table 3-7. Seville Facility Pressure Settings

Facility Name	Acronym	Pressure (psi)
Seville WTP	SVL	71-74

Table 3-8. West Hernando High Service Pumps

Facility Name	HSP No.	HSP Ground Elev. (ft)	Pump Status		Time Setting
			On (psi)	Off (psi)	On/Off
Antelope-Barrow WTP[(1)]	AB-1	68	--	CS	-
	AB-2	68	76	VFD	8 PM – 8 AM
	AB-3	68	76	VFD	8 PM – 8 AM
Cartee-Keysville WTP	CK-1	35	75	VFD	-
	CK-2	35	75	VFD	
Eldridge WTP	EL-1	39	71	VFD	-
	EL-2	39	71	VFD	
	EL-3	39	71	VFD	
	EL-4	39	71	VFD	
	EL-5	39	71	VFD	
Gretna WTP	GR-1	69	73	VFD	-
	GR-2	69	73	VFD	
	GR-3	69	73	VFD	
	GR-4	69	73	VFD	
	GR-5	69	73	VFD	
Hexam Rd WTP	HR-1	42	73	VFD	-
	HR-2	42	73	VFD	
	HR-3	42	73	VFD	
Jamaica-Apricot WTP	JA-1	37	76	VFD	5 AM – 8 AM, 7 PM – 10 PM
Linden-Deer WTP	LD-1	39	73	VFD	-
	LD-2	39	73	VFD	
	LD-3	39	73	VFD	
	LD-4	39	73	VFD	
	LD-5	39	73	VFD	
Mariner-Killian WTP	KI-1	76	55	VFD	-
	KI-2	76	55	VFD	
	KI-3	76	55	VFD	
Royal Highlands WTP	RH-1	23	80	VFD	-
	RH-2	23	80	VFD	
Southwest Hernando WTP	SW-1	80	54	VFD	-
	SW-2	80	54	VFD	
	SW-3	80	54	VFD	
	SW-4	80	54	VFD	

Facility Name	HSP No.	HSP Ground Elev. (ft)	Pump Status		Time Setting
			On (psi)	Off (psi)	On/Off
	SW-5	80	54	VFD	
	SW-6	80	54	VFD	
West Hernando WTP	WH-1	23	71	VFD	-
	WH-2	23	71	VFD	
	WH-3	23	71	VFD	
	WH-4	23	71	VFD	

(1) WTP planned to be decommissioned after 2030

Table 3-9. Seville High Service Pumps

Facility Name	HSP No.	HSP Ground Elev. (ft)	Pump Status		Time Setting
			On (psi)	Off (psi)	On/Off
Seville WTP	SVL-1	54	71	74	-
Seville WTP	SVL-2	54	71	74	-

Table 3-10: West Hernando Booster Pump Stations

Facility Name	Booster Pump No.	Booster Ground Elev. (ft)	Pump Status		Time Setting	
			On (psi)	Off (psi)	On	Off
Timber Pines BPS(1)	TP-1	55	40	57	6 AM – 9 AM	
	TP-2	55	40	57	-	

(1) Facility planned to be decommissioned after 2030

Well pumps operate in the model at treatment plants either feeding a hydropneumatic tank or feeding a ground storage tank. Controls were updated as necessary to avoid tanks from draining.

Table 3-11: West Hernando Well Pumps

Facility Name	Well No.	Well Ground Elev. (ft)	Tank Level	
			On (ft)	Off (ft)
Antelope-Barrow WTP[1]	AB-1	60	-	20
Antelope-Barrow WTP[1]	AB-2	60	-	20
Cartee-Keysville WTP	CK-1	35	22	25
Cartee-Keysville WTP	CK-2	35	22	25
Cartee-Keysville WTP	CK-3	36	22	25
Eldridge WTP	EL-1	32	26	30
Eldridge WTP	EL-2	32	26	30
Gretna WTP	GR-1	68	28.5	30
Gretna WTP	GR-2	64	28.5	30
Gretna WTP	GR-3	60	28.5	30
Hexam Rd WTP	HR-1	40	28	30
Hexam Rd WTP	HR-2	40	28	30
Jamaica-Apricot WTP	JA-1	37	14	16
Jamaica-Apricot WTP	JA-2	32	14	16
Linden-Deer WTP	LD-1	36	28	30
Linden-Deer WTP	LD-2	36	28	30
Linden-Deer WTP	LD-3	36	28	30
Mariner-Killian WTP	KI-3	76	30.5	31
Mariner-Killian WTP	KI-4	83	30	31
Mariner-Killian WTP	KI-5[2]	83	-	-
Royal Highlands WTP	RH-1	27	12	15
Southwest Hernando WTP	SW-1	86	26	26.5
Southwest Hernando WTP	SW-2	87	26	26.5
Southwest Hernando WTP	SW-3	86	25.5	26.5
Southwest Hernando WTP	SW-4	70	25.5	26.5
Southwest Hernando WTP	SW-5	60	25.5	26.5
Southwest Hernando WTP	SW-6	60	25	26.5
Southwest Hernando WTP	SW-7	60	25	26.5
West Hernando WTP	WH-1	60	12.5	20
West Hernando WTP	WH-2	65	12.5	20
West Hernando WTP	WH-3	22	-	-
West Hernando WTP	WH-4	32	-	-
West Hernando WTP	WH-5	37	12.5	20

[1] Wells planned to be decommissioned after 2030

[2] Currently not in service.

Table 3-12: East Hernando Well Pumps

Facility Name	Well No.	Well Ground Elev. (ft)	Tank HGL[1]	
			On (ft)	Off (ft)
Hill-n-Dale WTP	HD-1	104	219.5	254
Hill-n-Dale WTP	HD-2	104	219.5	254
Lockhart Rd WTP	LR-1	138	155	170
Lockhart Rd WTP	LR-2	138	155	170
Lockhart Rd WTP	LR-3	138	155	170
Ridge Manor South WTP	RMS-1	70	202	246
Ridge Manor West WTP	RMW-1	63	220	230
Rolling Acres WTP	RA-1	110	222.5	267

(1) On-site hydropneumatic or ground storage tank unless otherwise noted

Table 3-13: Small System Well Pumps

Facility Name	Well No.	Well Ground Elev. (ft)	Tank Level	
			On (ft)	Off (ft)
Seville WTP	SVL-1	53	63	67
Seville WTP	SVL-2	53	63	67
Royal Oaks WTP	RO-1	160	264	302
Dogwood Estates WTP	DE-1	105	215	262
Dogwood Estates WTP	DE-2	105	215	262
Cedar Lane WTP	CL-1(1)	130	Off	Off
Cedar Lane WTP	CL-2	130	235	281

(1) Model indicates one well is a standby

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4 Potable Water Demand

Demand projections are defined in the January 2024 Water Demand Projections Technical Memorandum, a copy of which is included as **Appendix B**.

4.1 Diurnal Demand Patterns

The diurnal demand patterns from the 2021 WMP, i.e., the average diurnal curve developed for the Eldridge WTP using WTP's normalized flow data from four (4) days between April 2017 and May 2019, were used for this hydraulic modeling effort. Developments were assigned the "residential" demand pattern.

Subsequent to performing the hydraulic modeling, the County and M&C met to discuss concerns the County has pertaining to low system pressures predicted in the model during the peak demand hours of the peak demand days. The diurnal curve from the 2021 WMP has a "peaking factor" of approximately 1.747 that occurs in the 8:00 p.m. hour. The County believes the peaking factor of the diurnal curve overestimates the peak hourly usage demand and asked M&C to reevaluate the peak factor using more recent flow data.

The County provided flow data for the calendar years of 2022 and 2023 for 5 water treatment plants; Linden-Deer, Eldridge, Hexam, Southwest, and Killian WTPs. When analyzing the data for diurnal patterns, M&C observed that Southwest and Killian WTPs did not have typical diurnal patterns, and therefore the data for these two WTPs was not used in the analysis. The analysis is summarized in the March 2025 Diurnal Curve Determination Memorandum submitted to the County, a copy of which is include in Appendix C. This analysis resulted in "combined" diurnal peaking factors ranging from 1.42 to 1.67. ("Combined" looks at the average hourly peaking factor of the Linden-Deer, Eldridge, Hexam WTPs.)

After presenting this information to the County, it was agreed to keep the diurnal curve pattern in the existing hydraulic model the same with the exception of "flattening" the evening diurnal peak between the hours of 7:00 and 9:00 p.m. to a maximum 1.60.

4.2 Scenario Development

The scenarios analyzed for planning periods and alternatives are the following:

- Average day demand
- Peak day demand (average day demand times a peaking factor), across 24-hours
- Peak day demand plus fire flow, steady state (i.e., a snapshot in time)

The peak day peaking factors used for the 2021 WMP were also used for this hydraulic modelling effort:

- 1.7 for the West Hernando Service Area
- 1.8 for the East Hernando Service Area
- 2.5 for the Seville Service Area
- 3.0 for the Cedar Lane, Dogwood Estates, and Royal Oaks Service Areas

Note that at the County's direction, water usage data from January 2019 through October 2024 was analyzed to determine more current peaking factors for the East and West Hernando Service Areas. During this period, the average day to peak day peaking factors for the East Hernando Service Area ranged from 1.40 to 1.73; with the peaking factor above 1.7 for three of the six years. As such, M&C recommends the continued use of the 1.8 peaking factor for the East Hernando Service Area. The average day to peak day peaking factors for the West Hernando Service Area ranged from 1.34 to 1.55. While lower than the 1.7 peaking factor currently used in the model for the West Hernando Service Area, M&C would not recommend using a peaking factor less than 1.6 for the West Hernando Service Area.

These more recent peaking factors were discussed with the County on January 24, 2025, and it was agreed to keep the peaking factors of 1.8 (East Hernando) and 1.7 (West Hernando) in the hydraulic model. However, this discussion lead to further evaluation of the diurnal curve used in the model. (See previous Section 4.1.)

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5 Hydraulic Modeling Criteria

The hydraulic modeling criteria used with the 2021 WMP were used for this hydraulic modeling effort. The criteria used is summarized as follows.

5.1 Minimum and Maximum Pressures

Junctions were analyzed for minimum and maximum pressure under peak day demand (PDD) scenarios. Typical guidelines for distribution system pressures under normal operating conditions are 40 to 90 psi. Operating in this range typically provides for satisfactory pressure for customers while minimizing system leakage and pipeline breaks associated with high pressures. Pressures exceeding 100 psi are allowable in transmission mains but should be avoided in distribution lines. Minimum pressures of 20 psi must be maintained under all conditions. The American Water Works Association states that typical pressure design criteria are as follows:

- 90 – 100 psi during minimum demands
- 60 – 90 psi during average demands
- 35 – 50 psi during peak hour demand
- 20 psi minimum during peak day demand plus fire flow

Typical system values the County has noted range from 50 psi in the Spring Hill area to 90 psi in Hernando Beach. (The 2021 WMP recommended installation of pressure relief valves (PRV's) on the two water mains that feed Hernando Beach. These PRV's are "installed" in the hydraulic model.) The County has experienced a number of breaks both on the mains and on the customer service lines. While some level of breaks is unavoidable, the County wishes to operate at 70 psi or lower as much as possible. As noted in Table 3-5 through Table 3-7, there are pumps in the system typically delivering at or higher than 70 psi at this time. A target of 45 psi sustained minimum on the peak day is desirable to limit customer complaints.

Under fire flow conditions, the minimum pressure allowed was 20 psi to conform to National Fire Protection Association (NFPA) regulations. Pressures outside of these values on the discharge side of pumps and throughout the distribution system were considered deficiencies.

5.2 Maximum Velocities

The model was used to evaluate pipe conditions with respect to the calculated maximum velocities, particularly under PDD scenarios. When high velocities are experienced, there is increased potential for hydraulic transients (i.e., water hammer) in a distribution system. Additionally, since the pressure loss in the system is roughly proportional to the square of the velocity, energy requirements increase considerably with velocity. As noted in the 2021 WMP, a velocity of 4 – 6 fps during normal operations is a typical target, with a limit of 10 fps during fire flow. Dead-end 6-inch mains cannot meet a 10 fps limit for fire flow requirements of 1000 gpm and higher if a velocity limit is imposed for fire flows. The minimum recommended size for dead-end mains is 8-inch for fire protection with 6-inch mains capable of providing protection if looped.

As noted in the 2021 WMP, suction and discharge piping can have higher velocities than the distribution system.

The maximum velocity allowed during normal conditions in the distribution system model was 8 fps. This was viewed as a practical recommendation for the County's system. Because the County does not have long transmission mains, booster pumps, steep changes in elevation, drastic changes in pressure, or pumps turning on and off repeatedly, the risk of hydraulic transient issues is minimalized. Additionally, the County operates at relatively low pressures, which increases the available surge allowance should transient conditions occur.

5.3 Maximum Headloss Gradients

The headloss gradient along a pipe is a measure of how much energy is lost per unit length of pipe. Typical guidelines allow for an upper limit of 10 ft/1000 ft (0.01) for distribution piping and an upper limit of 3 ft/1000 ft (0.003) for transmission mains. As noted in the 2021 WMP, typical design criteria are 5 – 7 ft/1000 ft for small pipe diameters (less than 16-inch) and 2 – 3 ft/1000 ft for large pipe diameters (16-inch or greater).

An upper limit on headloss gradient was not set for this analysis. However, a high headloss gradient was used to identify hydraulic bottlenecks. Additionally, pipes with a high headloss gradient should be priority candidates for upsizing as part of any rehabilitation and replacement program.

5.4 System-Wide Fire Flow Availability

The County abides by the Florida Fire Prevention Code, which in turn generally relies on NFPA's Fire Code for fire flow requirements. One- and two-family dwellings that are 5,000 square feet (ft^2) and smaller have a minimum fire flow requirement of 1,000 gpm for one (1) hour. Allowances can be made for automatic sprinkler systems, building separation, and other factors. These were not analyzed on a case-by-case basis, and 1,000 gpm was set as the fire flow requirement for typical residential dwellings.

Fire flow requirements for non-residential buildings require additional evaluation. Required flow and duration range from 1,500 gpm over two (2) hours to 8,000 gpm over four (4) hours depending on area and type of construction. Reductions in required flow can be made for building isolation, automatic sprinkler systems, and other factors for non-residential buildings. Adding to the complexity is that fire flow provided for large buildings is often from multiple hydrants. The NFPA fire code aggregates the capacity of hydrants within 1,000 ft of a building but typically limits the contribution of any single hydrant to 1,500 gpm. Because the non-residential fire flow requirements can vary for each property and building, a target of 1,500 gpm was typically used for non-residential properties.

Parcels with the following future land use descriptions were assigned a 1,500 gpm fire flow requirement:

- Commercial
- Educational
- Industrial
- Multi-family Residential
- Mixed-use

- Planned Development District
- Public Facility

Similar to the 2021 WMP, each parcel was assigned to the nearest fire hydrant. The highest fire flow assigned to a hydrant dictated the fire flow requirement for each particular hydrant. For future conditions, junctions were used to represent fire flow locations (e.g., line extensions to future developments where hydrant locations are unknown).

Under any fire flow conditions, the minimum flow requirement had to be met while maintaining a minimum of 20 psi residual pressure in the system.

5.5 Summary of Hydraulic Criteria

While other parameters were analyzed, the definition of a hydraulic deficiency during model analysis was identified as any of the following:

- Pressure above 100 psi at any time during PDD conditions but preferably 70 psi and lower.
- Pressure below 40 psi at any time during PDD conditions on the discharge-side of the HSPSs but preferably 45 psi and higher. In several cases, short durations where pressures dropped below 40 psi during PDD were allowed on a case-by-case basis.
- Pressure below 20 psi at any hydrant location during PDD plus fire flow conditions.
- Velocity exceeding 8 fps during PDD conditions in transmission and distribution mains.

5.6 Modeling Scenarios

The modeling effort examined impacts of projected system growth, various alternative conditions, and changes in operation on the system hydraulics. For each model scenario, typically three (3) run types were analyzed, average daily demand (ADD), peak day demand (PDD), and peak day demand plus fire flow (PDD+FF).

ADD was simulated over a 24-hour period, i.e., an extended-period simulation (EPS). The focus of ADD model runs was generally to cross-check model output at WTPs with permitted capacity and not to identify system deficiencies or recommended improvements.

PDD was generated by scaling the ADD to account for possible PDD conditions. The peaking factors used were 1.7 for West, 1.8 for East, 2.5 for Seville, and 3.0 for the remaining smaller systems. This demand scenario was run as a 24-hour EPS. The focus of PDD model runs for this project was to identify projected hydraulic deficiencies and recommend improvements.

Under PDD+FF, each demand node was analyzed under PDD with an additional demand range to determine the available fire flow. This demand scenario was simulated under steady-state conditions (i.e., a snapshot in time). The focus of PDD+FF model runs for this project was to highlight areas where fire flow availability may not meet current standards under PDD conditions, which represent a near worst-case scenario for the fully functioning water system. The ability to meet fire flow demand would be expected to be greater throughout the rest of the year.

Table 5-1 summarizes the current well capacity in each service area and the projected ADD (MGD) values. Values in bold indicate projected demands that exceed current well capacity. With the increased demands, additional source water will be required. The County is actively pursuing new source water through expansion of existing wellfields (Gretna, Ridge Manor West), new wellfields (Centralia) and collaborative efforts with developers (Sunrise).

The modeling effort is focused on the distribution system and, as such, it is assumed that sufficient source water will be available for each service area through the aforementioned additional water sources. Therefore, the source water availability was not a restriction to running the model.

Table 5-1: Well Capacity versus ADD

Service Area	Well Capacity (MGD)	Projected ADD by Year (MGD)				
		2025[1]	2030	2035	2040	2045
West Hernando	21.16	20.91	21.75	**22.36**	**23.75**	**24.90**
East	2.54	1.17	1.91	**2.90**	**3.47**	**4.05**
Seville	0.49	0.04	**0.57**	**1.52**	**2.04**	**2.56**
Cedar Lane	0.04	0.02	0.04	0.04	0.04	0.04
Dogwood Estates	0.11	0.09	0.10	0.10	0.11	0.11
Royal Oaks	0.02	0.02	0.02	0.02	0.02	0.02
Total	**24.36**	**22.25**	**24.39**	**26.95**	**29.43**	**31.68**

[1] 2025 projected water demands are based on actual 2024 annual average day metered flows with a 2% increase for 2025.

5.6.1 Small Systems

The small systems of Cedar Lane, Dogwood Estates, and Royal Oaks are essentially built-out and the updated demand projections are similar to those in the 2021 WMP. Therefore these were not analyzed.

5.6.2 Seville

Seville was analyzed under the 2025, 2030, 2035, 2040, and 2045 demand year conditions. Improvements recommended in the 2021 WMP Update are used as the initial modeling scenario for each planning period. The following assumptions were made:

- Proposed Quarry Preserve wells and WTP online by 2035. Actual timeframe for this facility is dependent on the development's schedule as at least one well and WTP is required to provide water to the Quarry Preserve Development.

5.6.3 East Hernando

East Hernando was modeled under the 2025, 2030, 2035, 2040, and 2045 demand year conditions. Improvements recommended in the 2021 WMP Update are used as the initial modeling scenario for each planning period. The following assumptions were made:

- The expanded Lockhart Road WTP will be online in 2025.

- The Trilby Crossing transmission main and the Cortez Blvd water main projects identified in the 2021 WMP are complete.
- The Ridge Manor EST would be offline prior to 2035. (Proposed 12" transmission main crossing I-75 needs to be in service before EST can be removed from service.)
- The model includes three active pressure reducing valves installed near the Lockhart WTP, one on Lockhart Rd, one on Old Trilby Road, and the third on a future parallel east-west water main. The pressure setting in the model for each valve is 65 psi.

5.6.4 West Hernando

West Hernando was modeled under the 2025, 2030, 2035, 2040, and 2045 demand year conditions. Improvements recommended in the 2021 WMP Update are used as the initial modeling scenario for each planning period. The following assumptions were made:

- The Timber Pines GST and BPS will be decommissioned after 2030.
- The Antelope-Barrow WTP will be decommissioned after 2030.
- Killian WTP improvements in service in 2025.
- Pressure reducing valves installed on the water mains to the Hernando Beach area in 2025.
- Wiscon WTP in service after 2025.
- The water main associated with the County Line Road to Ayers Road transportation project in service by 2025.
- Water mains associated with airport and US 41 FDOT projects are constructed and in service prior to 2030.
- The Gretna WTP permitted well capacity increase of 0.65 MGD was maintained.

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6 CAPITAL IMPROVEMENTS PROJECTS

Improvements to the County's water systems to meet the projected 2045 water demands were identified using the data obtained from the water demand projections, water supply source evaluation, and hydraulic modeling performed for the County's water distribution system. Improvements to the County's water supply, water treatment, and water distribution systems identified previously in the 2021 WMP are still recommended, however the year to complete several of these improvements may have changed as noted in the subsequent project descriptions. Projects that were identified as underway in the 2021 WMP were included in the hydraulic model as being in service for the 2025 analysis.

6.1 SMALL SYSTEMS

The small systems of Cedar Lane, Dogwood Estates, and Royal Oaks are essentially built-out and the updated water demand projections are similar to those in the 2021 WMP. Therefore, further analysis of these small systems was not performed. The findings from the 2021 Water Master Plan for these small systems, i.e., improvements necessary to address low pressures under fire flow conditions are still applicable. The following paragraphs summarize the results of the previous hydraulic modeling. With similar demand projections, the results will be the same.

6.1.1 Cedar Lane System

The Cedar Lane population projections utilized as the basis of the average day demand project an increase from 302 people in 2021 to 318 people in 2045. No modeled hydraulic deficiencies were identified for the Cedar Lane system. Per HCUD, the hydropneumatic tanks are scheduled to be replaced (size for size) in 2025. No other capital improvement projects were identified for the planning period.

6.1.2 Dogwood Estates System

The Dogwood Estates population projections utilized as the basis of the average day demand project an increase from 750 people in 2021 to 839 people in 2045. Per HCUD, one hydropneumatic tank is scheduled to be replaced (size for size) in 2025. Two deficiencies were identified from the previous hydraulic modeling, low minimum pressures in the northeast corner of the system and fire flows that are below 1000 gpm with a 20 psi residual pressure.

The low minimum pressures in the northeast corner of the system are attributed to the significant grade differences within the system - a low of 64 ft to a high of 146 ft. Adjusting the low pressure setting on the hydropneumatics tank will raise the low minimum pressure.

Regarding fire flows, per HCUD, there is an existing MSBU for fire flow at 500 gpm.

6.1.3 Royal Oaks System

The Royal Oaks population projections utilized as the basis of the average day demand project an increase from 161 people in 2021 to 168 people in 2045. Only one deficiency was identified from the previous hydraulic modeling, fire flows that are below 1000 gpm with a 20 psi residual pressure. However, per HCUD, there is an existing MSBU for fire flow at 500 gpm.

6.2 Seville Service Area

The Seville, or North Service Area sees the largest percentage increase in water demand, over 500% increase, between today and 2045. This is the result of two identified developments, Cabot Citrus and Quarry Preserve. Without the demand from these two developments, the existing wells and Seville WTP would have sufficient capacity to meet the projected Seville Service Area demand. However, the water demand from the Cabot Citrus and Quarry Preserve developments will require both new source water (Quarry Preserve wells QP-1 and QP-2) and a new Quarry Preserve WTP.

The recommended improvements for Seville Service Area for the 20-year planning period total $29,125,400 in 2025 dollars and include the following projects identified in 5-year increments. Note that for all identified projects, the estimated project cost includes 30% construction contingency plus 12% for engineering and project administration.

It is noted that per the Cabot Citrus Water and Sewer Agreement, the first phase of the development requires approximately 190,000 GPD of water service. This demand will be met by a well and treatment system constructed by the developer. Connection to the County's system is conditioned on availability (system in right of way abutting their site boundary). Once considered available, the developer has 1 year to connect. These conditions will affect when the flows need to be added to the model.

Year 2030

- Quarry Preserve Wells (two) and WTP – Construction of two 16" diameter wells, each equipped with a 1 mgd well pump; 2 MG GST; HSPS with a 2,700 gpm pumping capacity; and disinfection system.
  - Estimated project cost = $13,494,300. This project is developer driven; developers will be required to share in the cost of the project and deed land to the County for the wells and WTP.

- Ponce de Leon Blvd Transmission Main - This project includes 18,000 LF of 12-inch pipe along Ponce de Leon Blvd from Suncoast Parkway to Quarry Preserve and 5,400 LF of 20-inch pipe from QP WTP to Quarry Preserve. This transmission main connects existing Seville distribution system with the Quarry Preserve WTP and serves to provide water to the planned Cabot Citrus development. Note that the actual length of 20-inch pipe depends on how and where the Quarry Preserve water distribution infrastructure is designed. For purposes of this planning effort, the entire Quarry Preserve demand was set at one node in the hydraulic model. Also included in this project is the installation of

a pressure reducing valve (65 psi) between Quarry Preserve and Cabot Citrus (needed during ADD due to the significant change in elevation).

- Estimated project cost = $15,390,800. This project is developer driven; developers will be required to share in the cost of the project.

Year 2040

- Quarry Preserve HSPS Improvements – Expand the capacity of the HSPS by adding a third duty pump (2,700 gpm capacity).
  - Estimated project cost = $240,300.

6.3 East Hernando Service Area

The 2045 projected average day water demand in the East Hernando Service Area is 4.05 mgd, an increase of 2.27 mgd over the projected 2025 average day demand of 1.78 mgd, or an increase of over 200%. (Note that the 2021 WMP also included most of the planned developments used in current demand projection, however the 2021 WMP assumed only partial buildout of the larger developments over the 20-year planning period. As noted in the February 2024 Water Demands TM, the current demand projections assume full buildout of the identified developments by the year 2045.)

With the increased water demand projected for the East Hernando Service Area, the current source water capacity is insufficient. Additional well construction is required. New well construction for the Lockhart WTP has recently been completed, and the expansion of the Lockhart WTP is scheduled to be completed in 2025. The remaining source water deficit will be addressed with the construction of the Sunrise wells, SR-1 and SR-2. The other recommended source water improvement is the completion of a second well at the Ridge Manor West WTP (RM-W2R) as a backup water supply source for this facility.

The recommended improvements for East Hernando Service Area for the 20-year planning period total $44,105,800 in 2025 dollars and include the following projects identified in 5-year increments. Note that for all identified projects, the estimated project cost includes 30% construction contingency plus 12% for engineering and project administration.

Year: 2025

- I-75 Crossing - Trilby to Kettering Rd Transmission Main – I-75 crossing and extensions to Kettering Road to eliminate the Ridge Manor EST and north to Cracker Crossing for looping, totaling 10,800 LF of 12" water main. (It is understood that this project may be pushed out beyond 2025, however for planning purposes, completion is shown prior to implementing the identified 2030 improvements.)
  - Estimated project cost = $6,235,400. This project is developer driven and will be completed under a Developer's Agreement at no cost to the County. Per the County, the Developers' Agreement identifies the proposed transmission main crossing I-75 to be a 16" main.

- Ridge Manor West WTP Improvements - Complete Well RM-W2R as a back-up well for the WTP, including 350 gpm well pump, and 2nd hydropneumatic tank. Pump control panel should include receptacle for portable generator.
  - Estimated project cost = $1,502,400
- Three projects upsizing existing water mains to provide full fire flow protection under peak day plus fire flow demands (PDD+FF). **Note that if there are MSBU's to provide 500 gpm fire flow for these areas, like other locations within the County, the need to upsize the pipe will not be required**.

  Fort Dade Park Community – Upsize approximately 10,600 LF of 6" water main to 8" pipe (2,900 LF) and 10" pipe (7,700 LF) to improve fire flow protection.
  - Estimated project cost = $4,419,000

  Tree Lane – Install approximately 1,900 LF of 8" water main along Tree Lane from Cortez Blvd to Ridge Manor Blvd, then along Ridge Manor Blvd to Boxtree Court to improve fire flow protection.
  - Estimated project cost = $438,200

  Westlake – Upsize approximately 2,900 LF of 6" water main to 8" pipe to improve fire flow protection.
  - Estimated project cost = $1,049,200

Year 2030

- I-75/SR 50 PDD Looping – Includes 13,800 LF of 16" water main
  - Estimated project cost = $8,759,600. This project is developer driven; developer will be required to share in the project cost. Per the County, a segment of the 16" water main on Kettering has been installed as part of the Benton Hills Development.
- River Crossing Transmission Main – River crossing redundancy consisting of 17,600 LF of 12" water main
  - Estimated project cost = $9,808,000
- Sunrise WTP – Construction of a 1 mgd WTP including two 16" diameter wells each with a 350 gpm well pump, hydropneumatic tanks, chemical feed system for disinfection, site work, electrical and instrumentation systems, and yard piping. Location of the Sunrise WTP will need to be coordinated with the proposed Sunrise Development. For planning purposes, it is assumed that the facility will be constructed on the west side of the development, just east of I-75.

  - Estimated project cost = $5,911,400. This project is developer driven; developer will be required to share in the cost of the project and sell land to the County for the wells and WTP.

Year 2035

- Lockhart Rd Transmission Main South – Transmission main south down Lockhart Rd consisting of 10,600 LF of 12" water main

- Estimated project cost = $5,982,600.

6.4 West Hernando Water Service Area

The 2045 projected average day water demand in the West Hernando Service Area is 24.90 mgd, an increase of 5.68 mgd over the projected 2025 average day demand of 19.42 mgd, or an increase of approximately 28%. Note that like the East Hernando Service Area, the 2021 WMP also included many of the planned developments used in current demand projection, however the 2021 WMP assumed only partial buildout of the larger developments over the 20-year planning period. As noted in the February 2024 Water Demands TM, the current demand projections assume full buildout of the identified developments by the year 2045, unless information was available from either the developer or the County indicating otherwise.

Like the East Hernando Service Area, the constructed well capacity will not be sufficient to meet projected water demand when considering the need to remove from service the wells and WTP at Jamaica and Antelope and/or wells at Southwest. To account for the loss of these wells, construction of new water supply sources is recommended. One of these new sources, the two (2) proposed wells, WI-1 and WI-2, are already under contract for construction. The other new water supply sources proposed include one additional well at the Gretna WTP (GR-4) and four additional wells along Centralia, CW-1 through CW-4.

With the addition of a new well at the Gretna WTP, construction of a second 2 MG GST is also recommended. Upgrades to the existing HSPS at Gretna are not required as the HSPS was originally constructed to account for this future expansion of the WTP. The proposed Centralia wells will supply additional raw water to the Hexam WTP, which will be expanded with a second GST.

As noted, the two wells WI-1 and WI-2 are already under contract to be constructed; with construction scheduled to be complete early in 2025. The Wiscon WTP, a new facility, planned for construction in 2025 will be located on County property adjacent to the Wiscon Operations Facility. This new WTP includes a 2 MG GST, HSPS, and standby generator. Initially, this WTP will be connect to the existing 12" transmission main on Wiscon Rd. As the demand on this WTP increases, the 12" transmission main will need to be upsized to 24" or a parallel 12" transmission will need to be installed from the Wiscon WTP to Mariner Blvd.

The remainder of the recommended improvements are transmission main improvements. The recommended improvements for West Hernando Water Service Area for the 20-year planning period total $117,681,000 in 2025 dollars and include the following projects identified in 5-year increments. Note that for all identified projects, the estimated project cost includes 30% construction contingency plus 12% for engineering and project administration.

Year: 2025

- Gretna WTP – WTP improvements consisting of one 2 MG GST and one new 16" diameter well and one 1 mgd well pump
  - Estimated project cost = $5,532,200

- Summer Set Bay Improvements – Water main improvements consisting of 2,500 LF of 8" water main, 6,000 LF of 12" water main, and 11,700 LF of 16" water main to extend service into this planned development
  - Estimated project cost = $11,323,600. This project is developer driven. Per the County, the developer is installing these water mains.
- Gretna to Spring Hill Drive Transmission Main – Transmission main from Gretna WTP to Spring Hill Drive consisting of 1,400 LF of 20" water main and 9,000 LF of 16" water main
  - Estimated project cost = $7,148,300
- Royal Highlands WTP – Increase the pressure setting to 80 psi to improve the ability of this facility to meet PDD+FF.
  - Estimated project cost = No cost
- Woodland Waters Blvd – While the hydraulic modelling shows a need to upsize approximately 3,400 LF of 8" water main to 10" pipe to improve fire flow protection, it is understood that the Lake Hideaway Phase 2 will be required to connect to the water main at the end of Woodland Waters Blvd. This will provide a back feed into the subdivision via a planned 16-inch trunk main from Hexam Road south through the project.

Year: 2030

- Airport Area South Improvements – Consisting of 9,900 LF of 12" water main
  - Estimated project cost = $5,585,600 This project is developer driven; developer will be required to share in the project cost.
- Airport Area North Improvements – Consisting of 3,500 LF of 12" water main and 4,100 LF of 16" water main
  - Estimated project cost = $4,631,000
- Coronado Drive Transmission Main – Includes 4,100 LF of 16" and 3,500 LF of 12" transmission main. Upsizing transmission main east out of Gretna WTP.
  - Estimated project cost = $4,570,000
- Deltona Blvd 12" Water Main – Includes 5,000 LF of 12" transmission main along Deltona Blvd from Spring Hill Drive to Belen Avenue and across to Terrace View Lane
  - Estimated project cost = $2,765,100
- Tracy Street 8" Water Main – Includes 500 LF of 8" transmission main along Tracy Street to connect a 16" main with a low-pressure area near Mariner Blvd
  - Estimated project cost = $188,500
- Centralia Wells – Construction of four new 16" diameter wells, each with a 1,000 gpm well pump, and approximately 36,500 LF of 16" and 20" raw water transmission main from the Centralia wellfield to the Hexam WTP (project schedule is dependent on the Lake Hideaway developer's schedule.
  - Estimated project cost = $43,049,200

Year: 2035

- Hexam WTP Expansion – Expansion of existing WTP including a second 2 MG GST to provide redundancy and additional treated water storage capacity. With the planned development in the immediate vicinity of the Hexam WTP, should this facility need to be taken off-line for repair of maintenance, the water distribution system will not meet minimum target pressures. The facility already has a redundant high service pump. Adding the second ground storage tank provides the redundancy and flexibility needed to periodically take the existing tank out of service for inspection and maintenance. (**Expansion of the Hexam WTP is dependent on the developer's timeline for the buildout of the Lake Hideaway development, the construction of the Centralia wellfield, and associated raw water transmission main.**)
  - Estimated project cost = $3,920,500
- Barclay Avenue Transmission Main – Includes 6,000 LF of 16" transmission main along Barclay Ave from Highgrove to Astaire with 300 LF of 8" at Silverthorn Ave (addresses low pressures in the Mariner Blvd area)
  - Estimated project cost = $3,966,200
- Mariner Blvd 16" Transmission Main – Includes 8,800 LF of 16" transmission main along Mariner Blvd from Killian to Cortez (addresses low pressures in the Mariner Blvd area)
  - Estimated project cost = $5,640,400
- County Line Rd Water Main – Includes 10,000 LF of 10" and 14,700 12" transmission mains along County Line Rd from Preston Hollow to Fargo
  - Estimated project cost = $13,824,500
- Suncoast Blvd 12" Water Main – Includes 7,000 LF of 12" transmission main along Suncoast Blvd from County Line Rd to Eldridge Rd. (Per HCUD, a portion of this project is currently being designed by a private subdivision developer. If built, it would complete the segment from County Line Road to Fairbanks Road connecting through their subdivision's road right of way. HCUD plans to participate in water main oversizing from 8-inch to 12-inch. Note that the estimated project cost below does not account for this.)
  - Estimated project cost = $3,978,300

It should be noted that with the decommissioning of the Antelope Barrow WTP and the Timber Pines GST and BPS following the 2030 planning period, the hydraulic modeling predicts that starting with planning year 2040, the southeast area of the West Hernando Service Area will experience of low pressures (defined as less than 40 psi) during a few hours of the PDD. Upgrades to the transmission system to resolve these low pressures were considered, but did not show any significant improvement. As the low pressures occurred only during a 4-hour window during the peak day demand in the planning year, it is the Consultants recommendation that the County continue to monitor pressures in this area as demands increase to confirm potential low pressure predictions.

7 References

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APPENDIX A

Pump Summary

Appendix A: Pump Curve Summary

Facility Name	Pump #	Motor Make	Motor HP	Pump Make	Pump Model #	Pump Serial #
Cartee-Keysville WTP	CK-1	GE	50	PEERLESS	4AD14	409554
Cartee-Keysville WTP	CK-2	EMERSON	60	PEERLESS	4AD14	409554
Eldridge WTP	EL-1	RELIANCE	125	PATTERSON	8X6MI	SC-C070250-001
Eldridge WTP	EL-2	RELIANCE	125	PATTERSON	8X6MI	SC-C070250-002
Eldridge WTP	EL-3	RELIANCE	125	PATTERSON	8X6MI	SC-0070250-003
Eldridge WTP	EL-4	RELIANCE	125	PATTERSON	8X6MI	SC-0070250-004
Eldridge WTP	EL-5	RELIANCE	125	PATTERSON	8X6MI	SC-0070250-005
Gretna WTP	GR-1	RELIANCE	125	PATTERSON	8X6MI	SC-C070251-001
Gretna WTP	GR-2	RELIANCE	125	PATTERSON	8X6MI	SC-C070251-002
Gretna WTP	GR-3	RELIANCE	125	PATTERSON	8X6MI	SC-C070251-003
Gretna WTP	GR-4	RELIANCE	125	PATTERSON	8X6MI	SC-C07025-004
Gretna WTP	GR-5	RELIANCE	125	PATTERSON	8X6MI	SC-C07025-005
Hexam Rd WTP	HR-1	BALDOR	75	PEERLESS	6AE16G	9927005966-10-A
Hexam Rd WTP	HR-2	BALDOR	75	PEERLESS	6AE16G	9927005966-10-C
Hexam Rd WTP	HR-3	BALDOR	75	PEERLESS	6AE16G	9927005966-10-B
Jamaica-Apricot WTP	JA-1	US MOTOR	75	GOULDS	3410	8274C326
Linden-Deer WTP	LD-1	RELIANCE	100	PATTERSON	8X6MI	SC-C070252-001
Linden-Deer WTP	LD-2	RELIANCE	100	PATTERSON	8X6MI	SC-C070252-002
Linden-Deer WTP	LD-3	RELIANCE	100	PATTERSON	8X6MI	SC-C070252-003
Linden-Deer WTP	LD-4	RELIANCE	100	PATTERSON	8X6MI	SC-C070252-004
Linden-Deer WTP	LD-5	RELIANCE	100	PATTERSON	8X6MI	SC-C070252-005
Mariner-Killian WTP	KI-1	TECO WESTINGHOUSE	100	GOULDS	3180	254C912
Mariner-Killian WTP	KI-2	TECO WESTINGHOUSE	100	GOULDS	3180	253C748
Mariner-Killian WTP	KI-3	TECO WESTINGHOUSE	100	GOULDS	3180	Unknown

Facility Name	Pump #	Motor Make	Motor HP	Pump Make	Pump Model #	Pump Serial #
Mariner-Killian WTP	High Service Pumps	N/A	100	Patterson	8x6 MI-I	N/A – Not installed yet
Royal Highlands WTP	RH-1	EMERSON	60	STERLING	C-1440	543878B
Royal Highlands WTP	RH-2	EMERSON	60	STERLING	C-1440	543878A
Seville WTP	SVL-1	US MOTOR	75	PENTAIR	411LFC	15-2432602-3
Seville WTP	SVL-2	US MOTOR	75	PENTAIR	411LFC	15-2432602-1
Southwest Hernando WTP	SW-1	US MOTOR	75	ITT	1150	1-64486-01-3
Southwest Hernando WTP	SW-2	US MOTOR	75	ITT	1150	1-64486-01-1
Southwest Hernando WTP	SW-3	US MOTOR	75	ITT	1150	1-64486-01-2
Southwest Hernando WTP	SW-4	US MOTOR	75	ITT	1150	1-64486-01-4
Southwest Hernando WTP	SW-5	WEG	75	PEERLESS	6AE14	Unknown
Southwest Hernando WTP	SW-6	US MOTOR	75	PEERLESS	6AE14	Unknown
West Hernando WTP	WH-1	EMERSON	50	GOULDS	3410	A262C832-1
West Hernando WTP	WH-2	EMERSON	50	GOULDS	3410	A262C832-2
West Hernando WTP	WH-3	EMERSON	50	GOULDS	3410	A261C691-2
West Hernando WTP	WH-4	EMERSON	50	GOULDS	3410	A261C691-1
Wiscon WTP	Well Pumps	USEM	40	PEERLESS	12MB/MC	N/A – Not installed yet
Wiscon WTP	High Service Pumps	N/A	50	PATTERSON	5x4M	N/A – Not installed yet

APPENDIX B

Water Demand Projections
Technical Memorandum

1365 HAMLET AVENUE, CLEARWATER, FL 33756
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TECHNICAL MEMORANDUM

TO:	Ron Patel, P.E., Hernando County
FROM:	Mitch Chiavaroli, P.E., McKim & Creed
CC:	Jeff Trommer, WSP
DATE:	~~January 14, 2024~~ Revised July 22, 2025
RE:	Water Demand Projections Technical Memorandum

Executive Summary

In accordance with Task 3, Water Demand Projections, McKim & Creed reviewed data from several sources to project the future potable water demands for the Hernando County Utilities Department potable water service area, including:

A. 2022 Southwest Florida Water Management District (SWFWMD) Functional Population Projections (updated version published in 2023)
B. Geographical information system (GIS) and spreadsheet data obtained from SWFWMD with population projections detailed to the parcel level.
C. University of Florida's Bureau of Economic and Business Research (BEBR)
D. Information obtained from the Hernando County website showing approved developments within the County's potable water service area along with associated development orders.
E. Historical gross water usage for Hernando County Utilities Department customers
F. Hernando County's 2040 Comprehensive Plan
G. Hernando County's Reclaimed Water Master Plan

Based on the analysis of this data, McKim & Creed recommends planning for a 2045 average day demand of 32.69 million gallons per day (MGD) and an annual average per capita demand of 130 gallons (gpcd). It should be noted that the 2040 average demand of 30.24 MGD exceeds the permitted quantity of 23.29 MGD in the current water use permit (WUP) compared to the 2021 level of 24.36 MGD.

Mitch Chiavaroli, PE
FL Professional Engineer No. 56335
McKim & Creed, Inc.
1365 Hamlet Avenue
Clearwater, Florida 33756

This document has been digitally signed and sealed on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic documents.

Introduction

McKim & Creed (M&C) and WSP completed a Potable Water Master Plan (Master Plan or WMP) for Hernando County (County) in July 2021. The Master Plan used population projections, as well as date pertaining to identified and potential planned developments to determine water demands for the 20-year planning period through 2040 in 5-year increments. Since the completion of the Master Plan, several new planned developments, plus modifications to known planned developments, have been introduced. As such, the County requested the Master Plan be updated to reflect changes to the projected water demands and extend the projections through year 2045.

Using the information from the 2021 Master Plan, recent planning data received from the Hernando County Utilities Department (HCUD), and population projections obtained from the Southwest Florida Water Management District (SWFWMD) and the University of Florida's Bureau of Economic and Business Research (BEBR), revised water demands were developed.

The future demand projections were developed for 20 years (2025 through 2045) in five (5)-year increments and are summarized in this Water Demand Technical Memorandum.

Population Projections

Population projections obtained from SWFWMD and BEBR were analyzed. The SWFWMD projections are detailed to the parcel level and particularly useful for allocating population projections to HCUD's service areas.

SWFWMD PROJECTIONS

The SWFWMD population projections for the HCUD service area from 2022 are shown in **Table 1**. These values represent the adjusted total functional population. The total functional population is the sum of the functionalized seasonal population and the permanent residential population. The functionalized seasonal population is the peak seasonal resident population reduced to account for the percentage of the year seasonal residents typically reside elsewhere, which in turn, results in a subsequent reduction in potable water use during that time[1].

Table 1: Base Population Projections from SWFWMD[2]

HCUD Service Area	2021	2025	2030	2035	2040	2045
Functional Population	151,827	157,869	163,752	167,844	170,901	173,585

M&C obtained GIS shapefiles from SWFWMD and compared the information with the 2022 SWFWMD projections (updated version published in 2023). The files used included:

[1] The Geospatial Small-Area Population Forecasting (GSAPF) Model Methodology used by the Southwest Florida Water Management District, GIS Associates, Inc., 2021

[2] Section C, Population Projections — Utility and Parcel Layers, SWFWMD, https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/Adjusted_SWFWMD_2022_PS_Projection_Summaries_17APR2023.xlsx, April 27, 2023

- Shapefiles from SWFWMD GIS portal:
  - *Hernando Population Projection Points*. This file includes population projection points for the County within the SWFWMD area. File created March 21, 2022, and updated February 1, 2023[3]
  - *Public Supply Service Areas*. This file includes polygons of all public supply service areas in the SWFWMD area, including the County's service area. Data updated on November 17, 2021[4]
- Excel spreadsheet via SWFWMD: *Population Projections calculated using the latest GIS Associates, Inc. 's (GISA) population projection model data and the PS_SERVICEAREAS GIS layer (dated: 17APR2023). (2022 GISA Projections Adjusted using 2021 PSARs)*[2]

Items of note include:

- The SWFWMD projections considered some of the County's approved developments as large planned developments but treated others as ordinary parcels of undeveloped land. This approach results in underestimating future population projections. Adding the latest development information obtained from the County may help to address this.
- Some of HCUD's potable water lines and current customers extend outside of the HCUD service boundary shapefile. An example of this condition is shown in **Figure 1**. This was also noted in the 2021 Potable Water Master Plan.

[3] Hernando Population Projection Points Zip File, SWFWMD Online Mapping and Data, SWFWMD, https://swfwmd.maps.arcgis.com/home/item.html?id=ece6c97b9abf4853b87ec75380de0004#overview, February 1, 2023

[4] Public Supply Service Areas, Southwest Florida Water Management District Geospatial Open Data Portal, SWFWMD, https://data-swfwmd.opendata.arcgis.com/datasets/swfwmd::public-supply-service-areas/explore?location=28.078608%2C-82.078950%2C8.00, November 17, 2021

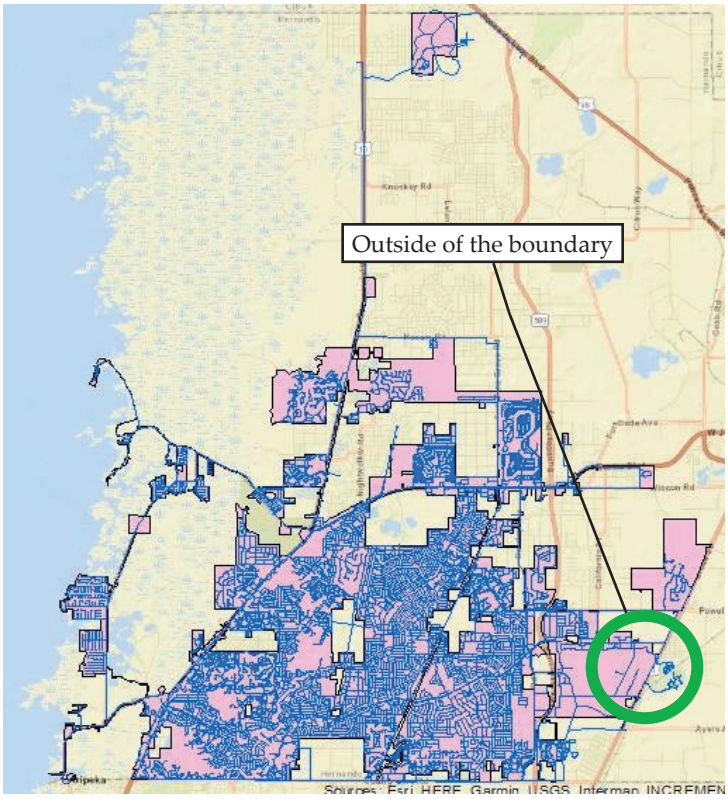

Figure 1 West Hernando Service Area

Pink shading = service area from SWFWMD, blue lines = potable water lines from County

- The SWFWMD population projections included in the parcels within the HCUD service area shapefile boundary did not match SWFWMD published population projections. For example, based on the GIS data the total functional population for 2021 is 131,655. That is 13% lower than the adjusted value of 151,827 from the April 2023 SWFWMD spreadsheet. Upon contacting SWFWMD, they explained that the "differences between the raw GISA projections and the summary file stem from the adjustments made to the base year. Before publishing the projections, SWFWMD compares the base year of the deliverable to the latest population served on the Public Supply Annual Report (PSAR). If there is a difference greater than 5 percent, SWFWMD utilizes the PSAR population and applies the GISA growth rates to extend out to 2050. For the latest deliverable, the 2021 PSAR population was 151,827, and the 2025-2050 populations were subsequently revised upward. The same process was conducted for the 2017 deliverable."

BEBR PROJECTIONS

The BEBR population projections are countywide and do not restrict the population projections to only areas served by the municipal or private utility services. As such, the BEBR population projections will be higher than the SWFWMD projections previously discussed. **Table 2** lists the latest BEBR medium-growth population projections through 2045.

Table 2: BEBR Medium-Growth Populations Projections

Hernando County Population	2021	2025	2030	2035	2040	2045
2022 BEBR Medium - Growth Population	199,207	206,800	217,500	226,400	233,500	239,300

The BEBR projections also show greater population growth than the SWFWMD projections. **Table 3** compares the 2022 SWFWMD population projections to the BEBR medium-growth population projections.

Table 3: Comparison of BEBR and SWFWMD Population Projections

Hernando County Population	2021	2025	2030	2035	2040	2045
SWFWMD Functional Population	151,827	157,869	163,752	167,844	170,901	173,585
2022 BEBR Medium-Growth Population	199,207	206,800	217,500	226,400	233,500	239,300
Difference	47,380	48,931	53,748	58,556	62,599	65,715
Percent Difference	23.8%	23.7%	24.7%	25.9%	26.8%	27.5%
Percentage of County served by HCUD (calculated)	76.2%	76.3%	75.3%	74.1%	73.2%	72.5%

Based on the SWFWMD and BEBR population estimates, approximately 76% of the County population was served by HCUD in 2021. SWFWMD estimates of growth from 2025–2045 compared to the BEBR estimates project that an average of 74% of County residents will be served by HCUD within the 2025–2045 timeframe, with the greatest service area population being 76% in 2025.

Using 76% of the BEBR population projection within the HCUD service area, the BEBR population projections would need to be adjusted as shown in **Table 4**. These population projections were distributed proportionally across each HCUD service area, in proportion to their distribution in the SWFWMD GIS layer for the year 2021.

Table 4: HCUD Service Area Population Estimates

HCUD Service Area	2021	2025	2030	2035	2040	2045
SWFWMD Functional Population	151,827	157,869	163,752	167,844	170,901	173,585
Adjusted BEBR Population w/in HCUD service area	151,397	157,168	165,300	172,064	177,460	181,868

Population estimates as the service area level were developed by using the relative proportion of people in each service area from the SWFWMD GIS layer in 2021. This value was then applied to the 'BEBR Population w/in HCUD service area' numbers to create Adjusted BEBR estimates. These form the foundation of the population projections.

APPROVED DEVELOPMENTS

Hernando County has several approved developments that will become HCUD customers when constructed. Some are classified as planned development districts (PDDs) while others are developments of regional interest (DRIs). The SWFWMD and BEBR population projections look at historical regional growth and do not account for the rapid growth and more dense population associated with these new developments. Therefore, SWFWMD and BEBR population projections are going to be lower than population projections that include these developments.

The following is a summary of the approved developments. This list is based on the Hernando 2040 County Comprehensive Plan Section B. Future Land Use Map Series, and the 2021 Master Plan.

West Hernando:

- Airport – Projected buildout population of 3,533.[5]
- Brooksville Regional Medical Center (West) – 200 hospital beds, 50-bed assisted-living facility.[5]
- Somerset Bay (formerly Spring Center) – Maximum 3,000 residential units.[5]
- Lake Hideaway - Up to 2,400 single family units, up to 1,300 multifamily units[6], up to 50,000 SF of retail commercial, up to 150,000 SF of office (2,862,000 GPD max average daily flow for multi-family residential but shows zero demand for commercial[7]). Phase 1 will contain 211 single-family units.[8] As noted above, this development is already accounted for in the GIS projections, so it was not double counted.
- Lucky Lane (Kensington Woods) – up to 139 single-family residential units (108,420 GPD total maximum daily flow for residential).[9]
- Anderson Snow Villas – 128 residential units. The project will be constructed in two phases. Phase One will consist of 92 lots and Phase two will contain the remaining 36 lots. (99,840 GPD maximum daily flow for residential).[10]
- Anderson Snow Road Subdivision – up to 174 residential lots (60,900 GPD for residential).[11]

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[5] Information from 2019 Population and Demand Projections Report, Name change 2025
[6] 2008 Lake Hideaway Development Order
[7] Lake Hideaway Phase 1 (Pods A and B) Conditional Plat Capacity Analysis, Coastal Engineering Associates (CEA), 2021
[8] Lake Hideaway Phase 1 (Pods A and B) Conditional Plat – Narrative, CEA, July 9, 2021
[9] Lucky Lane Capacity Analysis, CEA, 2022
[10] Anderson Snow Villas Basis of Design Engineering Report, CEA, 2021
[11] Anderson Snow Road Subdivision Capacity Analysis, CEA, April 5, 2022

- Arbor Meadows Development: Rainbow Glen – 153 residential units (117,000 GPD maximum daily flow for residential).[12]
- Barclay Townhomes – Up to 172 residential townhomes (60,200 GPD average daily flow for residential).[13]
- Caldera at Sterling Hill – up to 814 single-family residential units. Phase 1 – up to 121 single -family lots, (42,350 GPD average daily flow for residential for Phase 1, 284,900 GPD average daily flow for residential upon completion).[14] [15] [16] [17]
- Waterford (previously called Cortez Oaks) – up to 919 single-family units (321,650 GPD for residential).[18]
- Glen Lakes Phase II-13AB – up to 188 single-family units (47,000 GPD residential for Phase 1 & 2, 117,000 GPD residential for total project). In total Glen Lakes Phase Two A & B will have up to 332 single-family residential units, up to 24 multi-family residential units.[19]
- Pine Cone Street – up to 215 single-family residential units.[20]
- Somerset Bay Phase 1 – up to 400 single-family residential lots (312,000 GPD total maximum daily flow for residential)[21]. Somerset Bay is planned to have 2,125 single-family homes, 250,00 SF of commercial, 150,000 SF of office, and 100,000 SF of gov/institutional upon completion per the Zoning Capacity Calculations, however only Phase 1 seems to be approved at this time. For planning purposes, the larger value is used.
- Springside Grove – up to 230 residential lots (89,700 GPD total average daily flow for residential).[22]
- Winding Oaks – up to 241 single family residential units (187,980 GPD total maximum daily flow for residential).[23] [24]
- Kensington Place – up to 81 single-family residential lots. No potable water demand provided.[25]
- Ayers Road – up to 200 apartment units.[26]

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[12] Arbor Meadows Utility System Analysis Report, CEA, April 2022
[13] Utility System Analysis Report for Barclay Townhomes, CEA, August 2022
[14] Basis of Design Engineering Report for Caldera Subdivision Phase 1, CEA, November 2022
[15] P&Z comments, HCUD, April 2022
[16] Utility System Analysis Report for Caldera at Sterling Hill, CEA, June 2022
[17] Project Narrative – Pulte - Caldera at Sterling Hill, CEA, December 28, 2022
[18] Utility System Analysis Report for Waterford Development, CEA, January 2023
[19] Glen Lakes Phase Two – Parcel 13 A & B Conditional Plat Application, ACDG, July 14, 2021
[20] Oak Development Group – Pine Cone (Key #344648, #344746) Conditional Plat Application, Langan, March 9, 2022
[21] Utility System Analysis Report for Somerset Bay, CEA, May 2021
[22] Capacity Analysis for Springside Grove, CEA, April 2022
[23] Winding Oaks Construction Drawings Subdivision Review Application, Garden Street Communities Southeast, LLC, October 20, 2021
[24] Basis of Design Engineering Report for Winding Oaks, CEA, November 2021
[25] Kensington Place Construction Drawings, Wert, Christopher S, July 22, 2022
[26] Ayers Road Apartment Construction Drawings, CEA, January 24, 2022

- Whiting Estates Phase II – up to 29 single-family lots. No potable water demand provided.[27]
- Oak Park Estates – up to 86 single-family residential lots (67,080 GPD peak hour flow for residential).[28] [29]
- Authentix Suncoast – up to 264 multifamily residential units, up to 2,795 SF of clubhouse/pool, and up to 1 maintenance building/car wash (207,480 GPD for all buildings).[30]
- Suncoast Landing – up to 118 residential units, up to 12 commercial units (645,900 GPD).[31] [32]
- Verano (Kaimakliotis) – up to 219 single family residential units (170,820 GPD peak flow for residential)[33]. The anticipated completion date is November 2023.[34]

East Hernando:

- Hickory Hill - Up to 1,750 dwelling units, up to 50,000 SF of neighborhood commercial, and up to 54 golf holes and ancillary facilities (700,000 GPD for residential, 62,000 GPD for non-residential).[35]
- Sunrise (I-75/SR-50) - Up to 4,200 single family units, up to 600 multifamily units, up to 75 motel units, up to 325,000 SF of commercial, up to 50,000 SF of office, up to 40,000 SF of mini warehouse (1,680,000 GPD for residential, 88,200 GPD for nonresidential).[36]
- Arbor Ridge – up to 184 residential lots (119 mobile home lots, 65 RV lots) (46,313 GPD for residential)[37].
- Avalon West Phase 1 – up to 198 single-family residential lots, up to 100,000 SF of commercial, and up to 20,000 SF of fraternal lodge (Elks Lodge) (124,800 GPD maximum average daily flow for residential for Phase 1)[38].
- Benton Hills Phase 1 – up to 659 single-family lots. Phase 1 will consist of up to 183 single-family lots, Phase 2 – 190 up to single-family lots, and Phase 3 – up to 278 single family lots (230,650 GPD average daily flow for residential)[39].

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[27] Whiting Estates Phase 2 Construction Drawings, Landmark Engineering & Surveying Corporation, January 12, 2023

[28] Oak Park Estates Capacity Analysis, Langan, July 8, 2021

[29] Oak Park Estates Construction Drawings, Langan, September 8, 2021

[30] Authentix Suncoast Water Capacity Analysis, Madden Moorhead & Stokes, LLC, October 5, 2021

[31] Suncoast Landing Water & Sewer Capacity Analysis, Florida Land Design & Permitting, November 16, 2020

[32] Construction Drawing Subdivision Review Application for Suncoast Landing, Suncoast Investment Group of Hernando County, LLC, September 4, 2020

[33] Verano Water Capacity Analysis, Clearview Land Design, P.L., June 22, 2021

[34] Verano Approved Construction Drawings 11-02-21, Clearview Land Design, P.L.

[35] Development Order - Hickory Hill Development of Regional Impact, Hernando County, Florida, April 26, 2007

[36] Development Agreement - Sunrise (Combined-Planned Development Project), June 13, 2023

[37] Arbor Ridge Construction Drawings Sheet No. 10, ProCivil 360, October 27, 2022

[38] Basis of Design Engineering Report for Avalon West, CEA, February 2021

[39] Basis of Design Engineering Report for Benton Hills Subdivision, CEA, August 2022

- Olancha Subdivision – up to 226 single-family lots and 66,000 SF of commercial space (79,100 GPD average daily flow for single-family and 11,880 GPD average daily flow for commercial)[40].
- Sherman Hills Phase 4A – up to 81 single-family residential lots (56,700 GPD total average daily flow for residential)[41]. Estimated construction completion date is June 2023.[42]
- Sherman Hills Phase 4B – up to 85 single-family residential lots (59,500 GPD total average daily flow for residential)[43]. Estimate construction completion date is June 2023.[44]
- Trilby Crossing – up to 400 single family residential lots.[45]

Seville:

- Seville Phase 1A – up to 208 units.[46]
- Quarry Preserve – Up to 5,800 dwelling units with maximum of 4,600 single family units and a minimum of 1,200 multifamily units, up to 200 hotel/motel units, up to two golf courses totaling 36 holes, 850,000 SF of business park, 545,000 SF of commercial uses, and a school site. Requires water supply. The development order states 2.03 million gallons per day (MGD) for residential and 0.173 MGD for non-residential. [5]
- Cabot Citrus (formerly World Woods) – Buildout population of 3,687. [5]

Other (to connect to Seville and possibly West Hernando):

- Shady Oaks North – no information provided about the number of units or lots.

Several differences between the above list of developments compared to those identified in the 2021 Master Plan include:

- New developments not accounted for in the 2021 Master Plan, including Lucky Lane and Arbor Ridge
- The 2021 Master Plan included demands for developments around the airport, Brooksville Regional Medical Center, Somerset Bay (formerly Spring Center), Quarry Preserve, and Cabot Citrus (formerly World Woods). However, the development information received from the County for this project did not include information about these developments. Still, as these developments were noted as significant in the 2021 Master Plan, the previous development information was used in when calculating updated population projections.

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[40] Olancha Subdivision Capacity Analysis, CEA, June 2022

[41] Utility System Analysis Report Sherman Hills Phase 4A & 4B, Commercial Site Solutions (CSS), October 11, 2022

[42] Sherman Hills PH 4A Narrative - Preliminary Engineering Analysis for Sherman Hills Phase 4A, CSS, June 10, 2022

[43] Utility System Analysis Report Sherman Hills Phase 4A & 4B, CSS, October 11, 2022

[44] Preliminary Engineering Analysis for Sherman Hills Phase 4B, CSS, June 22, 2022

[45] Trilby Crossing Conditional Plat Approval Letter, HCUD, December 10, 2018

[46] Construction Plans for Seville Phase 1 A, CEA, December 21, 2006

CONSOLIDATING DEVELOPMENT DATA AND GIS DATA

Some planned developments were already identified in the SWFWMD GIS layer as a planned development. These were noted under the GIS attribute "DEVELOPMEN". To avoid double counting the population (and related water demands) associated with each of these areas, the population increase between 2021 and 2045 reflected in the SWFWMD GIS layer was subtracted from the calculated build-out populations of these planned developments to determine the projected 2045 populations used in the water demand calculations. The process used to reconcile the planned development data with the GIS data is described below.

- If a planned development is identified in the population projection GIS layer (SWFWMD GIS layer), the 2045 projected population within the GIS layer boundary equals the build-out population increase from the development minus the 2021 to 2045 population increase projected by SWFWMD;
- If a planned development is outside of the HCUD Public Service Area GIS boundary or if a planned development is not identified in the SWFWMD GIS layer, the 2045 projected population within the GIS layer boundary equals the BEBR Adjusted projected population plus the total population increase from the development
- If there is no planned development within the SWFWMD GIS layer, the projected populations within the GIS layer boundary equals the BEBR Adjusted projected populations.

In both cases where a planned development is within the SWFWMD GIS layer boundary, we assumed full build-out of the planned development by the year 2045.

POPULATION SUMMARY

McKim & Creed used the adjusted BEBR medium-growth populations (BEBR Adjusted) to account for the populations within HCUD's service area (as shown in Table 4) plus the additional population increases from the approved developments to calculate the water demand. For Cedar Lane, Dogwood Estates, and Royal Oaks, McKim & Creed assumed the SWFWMD population projections were adequate as these areas are essentially built out. The distribution of projections is shown in **Table 5**.

Table 5: Allocated and Total HCUD Service Area Population Estimates

Service Area	2021	2025	2030	2035	2040	2045
West	140,587	149,397	162,205	176,662	188,858	199,286
East	9,526	13,662	17,880	22,294	26,727	31,136
North/Northwest/Seville	71	3,639	7,663	11,706	15,713	19,680
Cedar Lane	302	302	303	307	313	318
Dogwood Estates	750	750	763	788	815	839
Royal Oaks	161	161	161	163	166	168
Total	**151,397**	**167,911**	**188,975**	**211,921**	**232,593**	**251,428**

DEMAND PROJECTIONS

The process to convert the population to water demands is multi-step. First, a per capita water use demand needs to be defined. Second, non-residential water use usage such as commercial, industrial, and institutional needs to be defined for non-residential areas. Finally, water loss needs to be defined.

The County's 2040 Comprehensive Plan identifies the water demand for one equivalent residential unit (ERU) to be 350 GPD. Per the US Census Bureau, the average household population is estimated to be 2.44[47]; which equates to 146 GPD per capita (gpcd). As shown in **Table 6**, HCUD's service area usage – including non-residential usage – is historically much lower than 146 gpcd.

Table 6: HCUD Historical per Capita Water Use Based on SWFWMD PSARs

	2018	2019	2020	2021	2022
Annual Average Per Capita Water Use (gpcd)	123	126	129	131	130
Water Loss (annual average MGD)	1.59	1.83	1.81	1.93	1.88
Water Loss as Percent of Gross Use	8.94	9.92	9.45	9.72	9.34

For consistency with the 2021 Master Plan and the per capital water usage identified in **Table 7**, the following calculation was used to estimate the average daily demands for single-family and multi-family developments:

$$Total\ average\ day\ demand = \#\ of\ dwellings\ \times 2.44\ \frac{people}{ERU} \times \mathbf{130\ gpcd}$$

Phasing information was available for several planned developments and was used to distribute the associated population and demand across the years 2025 through 2045. For all other developments, build-out was assumed in the year 2045 and the population and demand were distributed evenly across the 20-year planning period from 2025 to 2045.

Some of the planned developments also include commercial space, provided in square feet (SF). The annual average per capita water use accounts for both residential and non-residential use. Therefore, no additional calculations for commercial use associated with these developments.

Using above information, average daily water demands were calculated as shown in **Table 7**.

[47] QuickFacts Hernando County, Florida, United States Census Bureau, https://www.census.gov/quickfacts/fact/table/hernandocountyflorida, 2022

Table 7: Average Day Demand (MGD) Projections

Service Area	2025	2030	2035	2040	2045
West	19.42	21.09	22.97	24.55	25.91
East	1.78	2.32	2.90	3.47	4.05
North/Northwest/Seville	0.47	1.00	1.52	2.04	2.56
Cedar Lane	0.04	0.04	0.04	0.04	0.04
Dogwood Estates	0.10	0.10	0.10	0.11	0.11
Royal Oaks	0.02	0.02	0.02	0.02	0.02
Total	**21.83**	**24.57**	**27.55**	**30.24**	**32.69**

Summary

McKim & Creed evaluated data from SWFWMD, BEBR, and HCUD to estimate and allocate population projections and associated potable water demand projections. Based on the analysis of this data, McKim & Creed recommends planning for a 2045 average day demand of 32.69 MGD.

APPENDIX C

Diurnal Curve Determination Memorandum

McKIM&CREED

1365 HAMLET AVENUE, CLEARWATER, FL 33756
TEL (727) 442-7196 ● FAX (727) 461-3827

MEMORANDUM

TO:	Ron Patel, P.E., Hernando County
FROM:	Mitch Chiavaroli, P.E., Omar Mulla-Saleh, E.I.T., McKim & Creed
CC:	Gordon Onderdonk, Hernando County
	Jeff Trommer, WSP
DATE:	March 5, 2025
RE:	Hernando County Water Master Plan Update - Diurnal Curve Determination

A meeting was held with Hernando County Utilities (County), McKim & Creed (M&C), and WSP on February 26, 2025 to discuss modifying the diurnal curve used in the hydraulic model for the County's potable water distribution system. The diurnal curve serves to reflect the 24-hour flow pattern for extended period simulations (EPS).

The current hydraulic model uses the same diurnal curve used in the preparation of the 2021 Water Master Plan, i.e., the average diurnal curve developed for the Eldridge WTP using WTP's normalized flow data from four (4) days between April 2017 and May 2019. This diurnal curve has a "peaking factor" of approximately 1.747 that occurs in the 8:00 p.m. hour. The County believes the peaking factor of the diurnal curve overestimates the peak hourly usage demand and asked M&C to reevaluate the peak factor using more recent flow data.

The County provided flow data for the calendar years of 2022 and 2023 for 5 water treatment plants; Linden-Deer, Eldridge, Hexam, Southwest, and Killian WTPs. When analyzing the data for diurnal patterns, M&C observed that Southwest and Killian WTPs did not have typical diurnal patterns. The Southwest WTP exhibited both a diurnal pattern and a flat steady flow at different times of the year. When the flow data for the Southwest WTP did show a diurnal pattern, the pattern did not reflect the early morning or late afternoon peaks consistent with the other County WTPs and typical diurnal curves. Flow data from the Southwest WTP was also missing hourly data on numerous days, making the data inconsistent. The missing data is visualized in the Southwest WTP curve by dropping down to 0 before jumping back up to the measured flow at the next reading. The Killian WTP was observed to have days with diurnal patterns and days with flat steady flows. For these reasons, the flow data from the Southwest and Killian WTPs was not used in determining a representative diurnal curve.

As done for the 2021 Master Plan, flows from four (4) days were selected, two representing the wet season and two representing the dry season. The selected days were April 21, 2022; August 16, 2022; May 9, 2023; and September 13, 2023. Diurnal patterns for all 5 plants were compared and an average of the combined Lindeen-Deer, Eldrige, and Hexam plants was created. (Again, the flow data from the Southwest and Killian WTPs was not used for the combined curve for the reasons previously discussed.) The combined for each day was compared to the previous curve labeled as Eldrige Avg. 2017-2019 data.

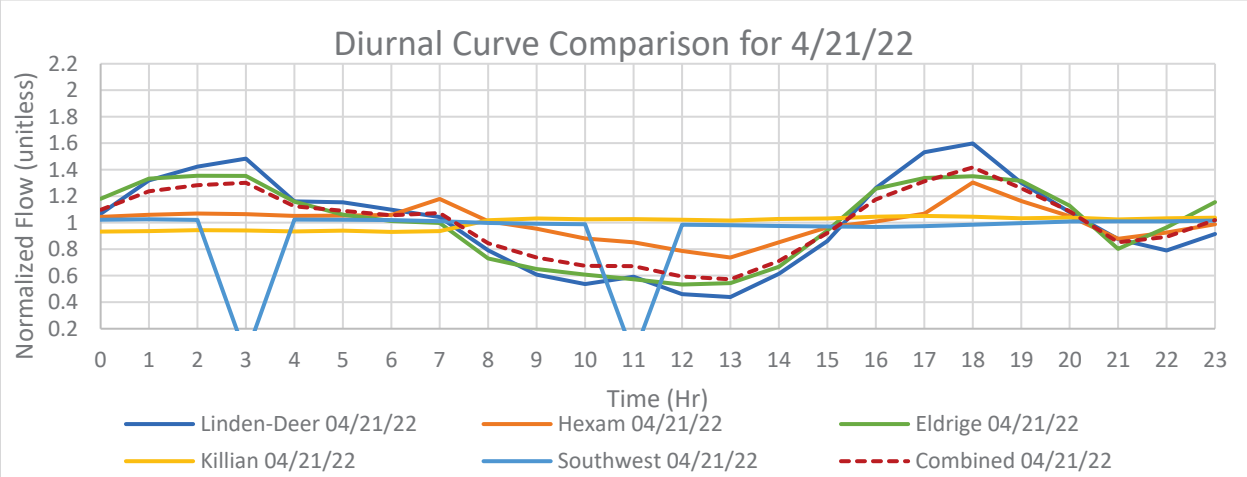


Figure 1: Comparison of diurnal curves for 5 WTPs and a combined average for Linden-Deer, Hexam, and Eldrige WTPs on 4/21/22.

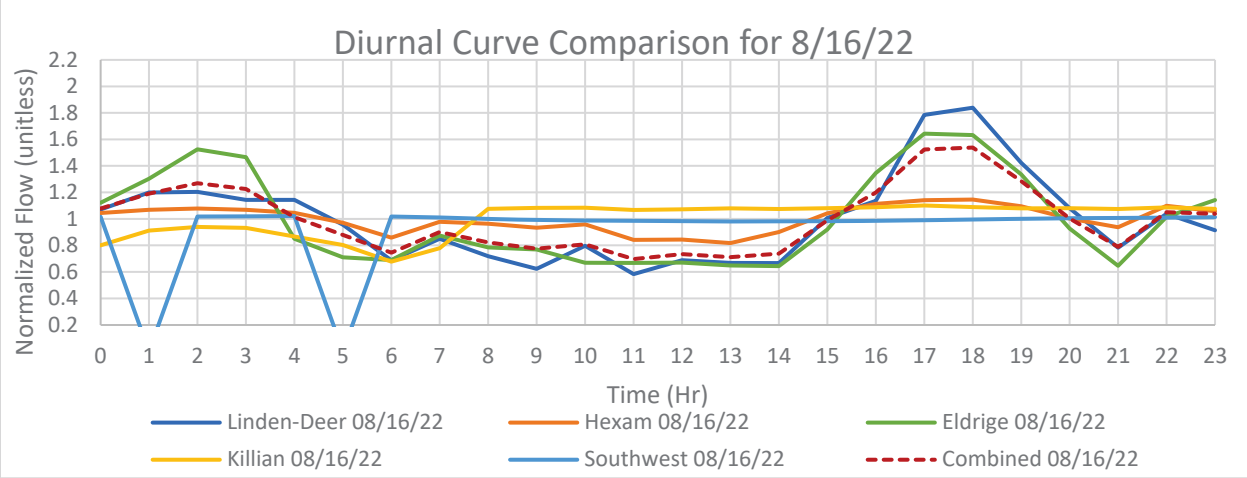


Figure 2: Comparison of diurnal curves for 5 WTPs and a combined average for Linden-Deer, Hexam, and Eldrige WTPs on 8/16/22.

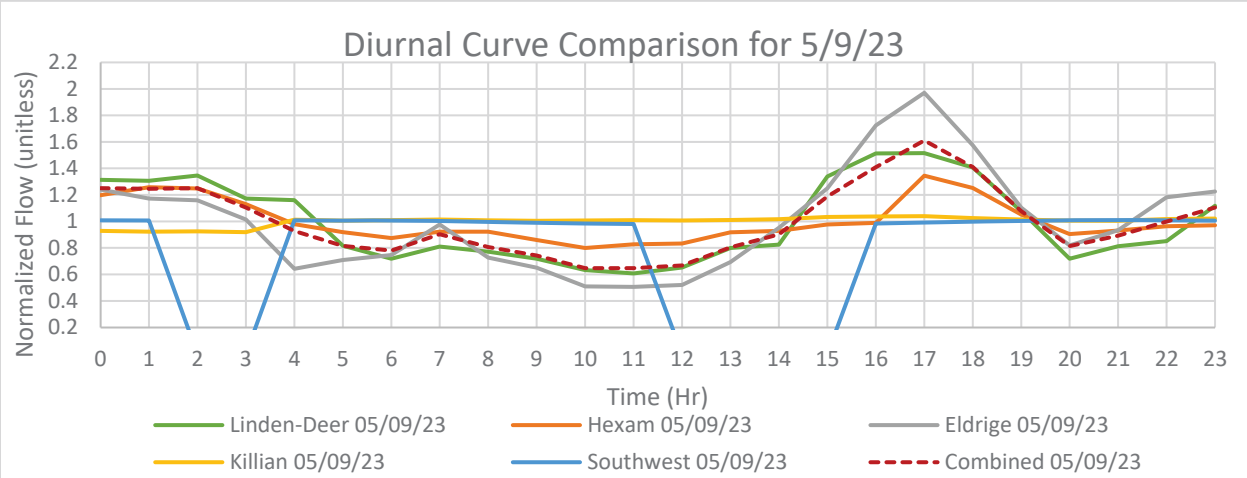


Figure 3: Comparison of diurnal curves for 5 WTPs and a combined average for Linden-Deer, Hexam, and Eldrige WTPs on 5/9/23.

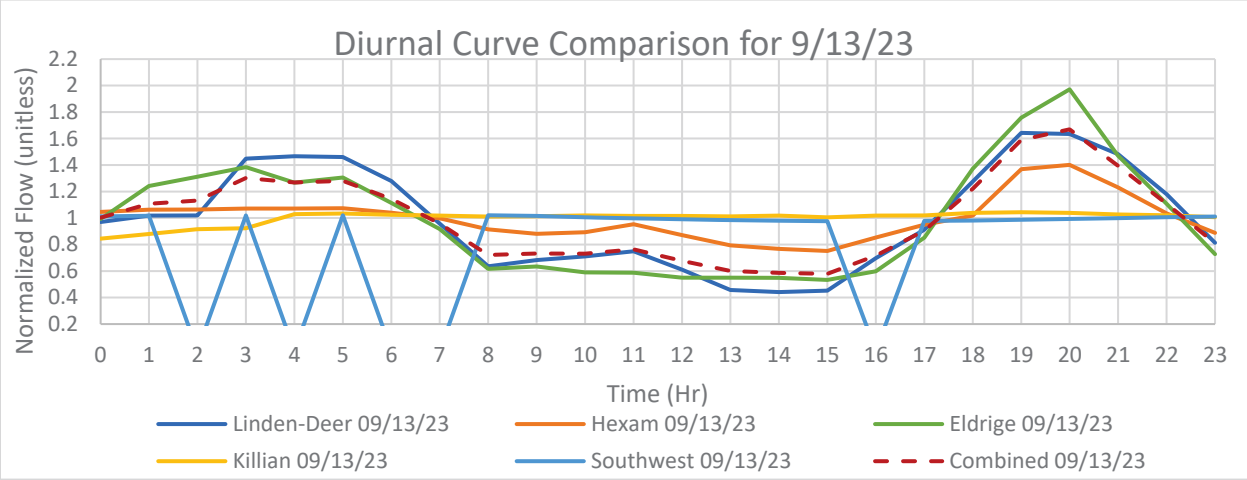


Figure 4: Comparison of diurnal curves for 5 WTPs and a combined average for Linden-Deer, Hexam, and Eldrige WTPs on 9/13/23

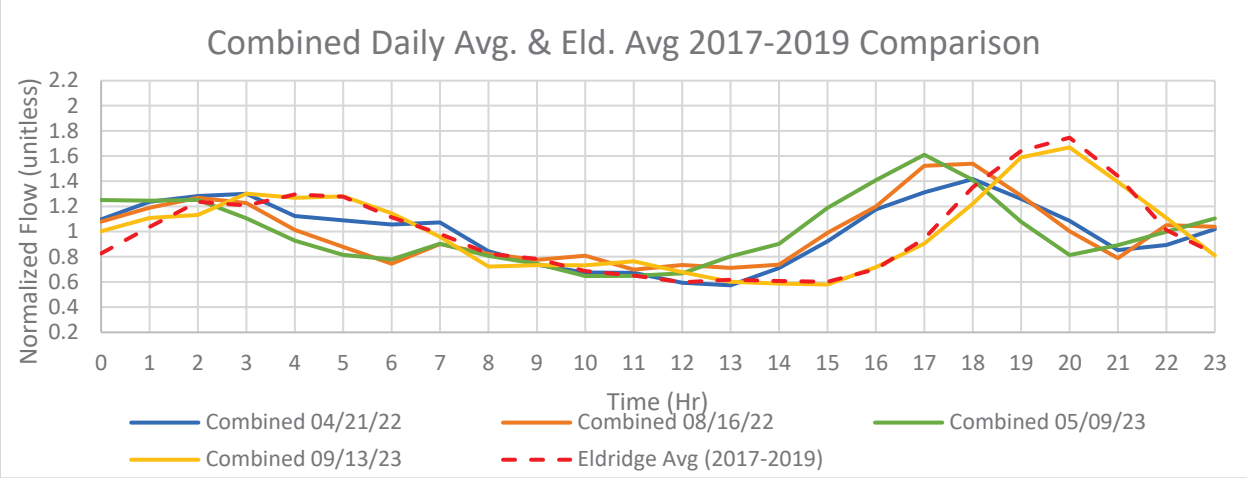


Figure 5: Comparison of diurnal curves combined average for Linden-Deer, Hexam, and Eldrige WTPs on 4/21/22, 8/16/22, 5/9/23, and 9/13/23 and Eldridge average previously used for modeling. The peak hour for 4/21/22, 8/16/22, and 5/9/23 occur earlier in the day than peak hour for Eldridge avg. 2017-2019 and 9/13/23

The peak hours in the diurnal curve appear to shift between 2017 to 2023. The peak hours during 2022 and early 2023 were approximately 2 hours earlier than the peaks in 2017-2019. Data in the latter half of 2023 was also observed to have a horizontal shift with peak hours occurring approximately 2 hours later compared to data from 2022 and first half of 2023. It is assumed some sort of time stamp shift occurred between 2019 to 2022 and another shift occurred in 2023. The 2023 shift brought peak hours more in line with what was previously observed during 2017-2019. Further research is required to determine the causes for the odd behaviors exhibited in the data which were not within the scope of this meeting.

The highest peaking factor for the combined data was generally lower than the previous highest peaking factor value of 1.747. This is not unexpected as the previous diurnal curve represents the flows from one WTP, i.e., the Eldrige WTP, while this new diurnal curve averages three WTPs,

the Linden-Deer, Eldrige, and Hexam WTPs. The Hexam WTP provides water to an area that is not fully developed and has a lower customer base.

Table 1: Summary of Peaking Factors

Date	Weekday	Highest Individual WTP Peaking Factor	Combined WTP's Peaking Factor
04/21/2022	Thursday	1.598	1.418
08/16/2022	Tuesday	1.839	1.539
05/09/2023	Tuesday	1.971	1.611
09/13/2023	Wednesday	1.972	1.669
Eldridge Ave. 2017-2019		1.747	1.747

After presenting the data to the County, it was agreed that the flow data from the Southwest and Killian WTPs would not be used for the diurnal curves. It was observed that the data on April 21, 2022 was considerably lower than the other three (3) days despite being a dry season day and removed from determining the diurnal peaking factor. The remaining three (3) days peaking factors were averaged and determined to have a peaking factor of 1.606. This new peaking factor represents an approximate 8% decline from the previous factor of 1.747. The new peaking factor aims to capture the current demand from fully developed areas using flow data for the Eldrige and Linden-Deer WTPs and the lower demand from developing areas using flow data from the Hexam WTP.

With the horizontal shift occurring, averaging the diurnal charts across the 3 selected days was not recommended as it would artificially flatten the curves and not be representative of the hourly demands. The County and M&C agreed to move forward expecting to keep the diurnal curve pattern in the existing hydraulic model the same with the exception of "flattening" the evening diurnal peak between the hours of 7:00 and 9:00 p.m. to a maximum 1.60.

Below are the individual WTP diurnal curves for the dates selected. Linden-Deer, Eldridge, and Hexam exhibit the expected diurnal pattern and the 2 hour shift.

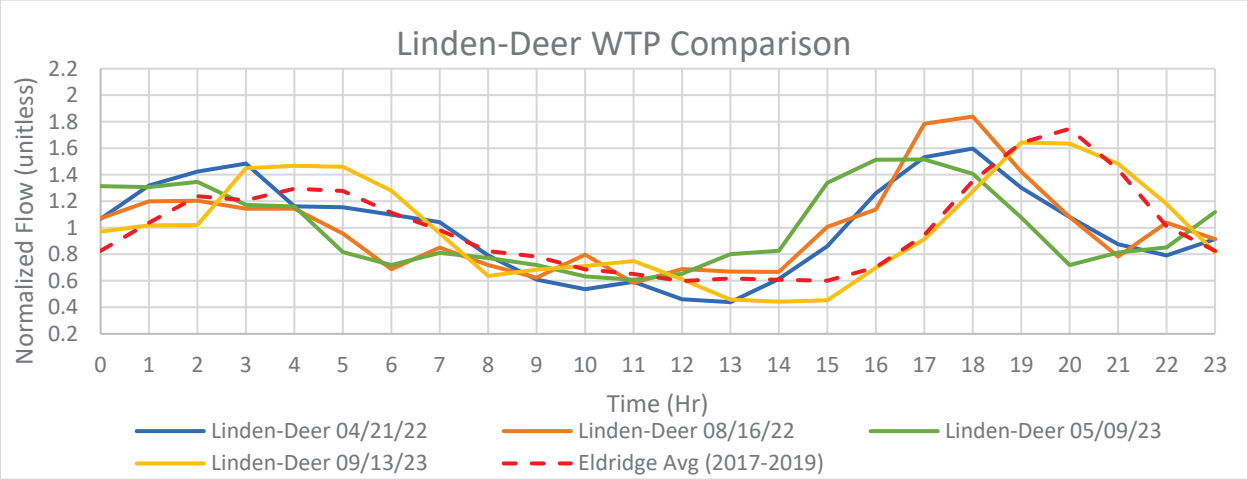


Figure 6: Lind-Deer WTP Diurnal Data for the selected dates compared with the previous Eldridge Avg. used. Similar diurnal pattern when accounting for the 2-hour shift.

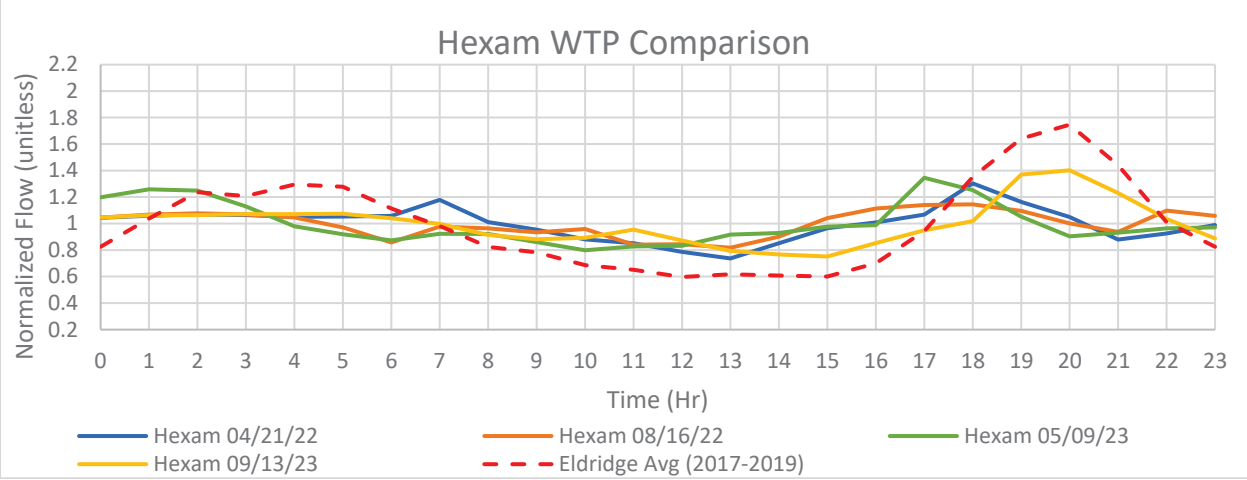


Figure 7: Hexam WTP Diurnal Data for the selected dates compared with the previous Eldridge Avg. used. Similar diurnal pattern but lower peaks than previous Avg. when accounting for the 2-hour shift.

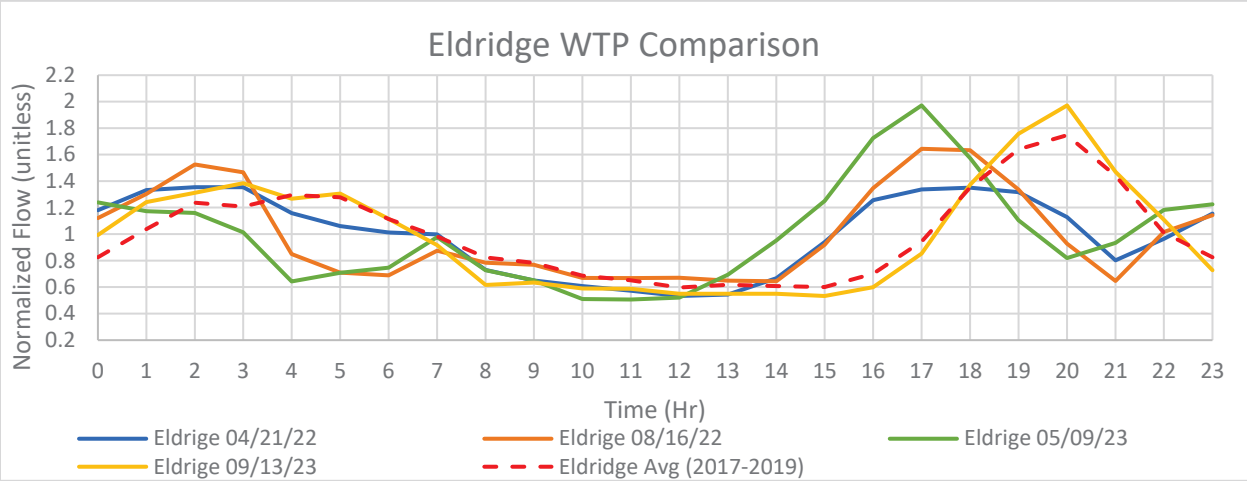


Figure 8: Lind-Deer WTP Diurnal Data for the selected dates compared with the previous Eldridge Avg. used. Similar diurnal pattern when accounting for the 2-hour shift.

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16559
Legal Request Number:
Bid/Contract Number:

TITLE
Appointment of Carey James Carlson to Economic Development and Airport Technical Advisory Committee Until December 31, 2029

BRIEF OVERVIEW
There is currently one position available on the Economic Development & Airport Technical Advisory Committee (EDA-TAC). The vacancy is due to the resignation of Frank Morsani on September 15, 2025.

A news release was issued accepting applications from individuals interested in serving on the committee. As a result of the news release, an application was received from Carey James Carlson. The applicant has been verified as being a resident and registered voter in Hernando County.

EDA-TAC consists of nine (9) to eleven (11) members with specific areas of related professional or technical expertise and are appointed by the Board. Areas of expertise may be comprised of, but not limited to, the following sectors: aviation, manufacturing/logistics, workforce, entrepreneur, education, healthcare, real estate, financial services, construction/development, community-based organization or association. Members shall serve staggered terms of four (4) years in length. The EDA-TAC meets a minimum of four (4) times per year.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board appoint Carey James Carlson to serve on the Economic Development & Airport Technical Advisory Committee, effective until December 31, 2029.

REVIEW PROCESS

Jessica Wright	Approved	10/13/2025 11:33 AM
Pamela Hare	Approved	10/13/2025 12:58 PM
Jon Jouben	Approved	10/13/2025 3:54 PM
Heidi Prouse	Approved	10/13/2025 4:09 PM
Toni Brady	Approved	10/14/2025 7:50 AM
Jeffrey Rogers	Approved	10/19/2025 9:38 PM
Colleen Conko	Approved	10/20/2025 11:04 AM

RECEIVED
SEP 30 2025
By Demetris Williams-Fagin

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee EDA-TAC ECONOMIC DEVELOPMENT & AIRPORT ADVISORY

Check one: ☑ **Full Member Position** ☐ **Alternate Member Position**

Name CAREY JAMES CARLSON
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 10386 PINE ISLAND DR

City WEEKI WACHEE **Zip** 34607

Telephone 1-352-428-2175 **(home)** SAME **(business)**

E-mail address CAREYCARLSON50@GMAIL.COM

Are you a resident of Hernando County? YES

Voter Registration Number 104430592

Education UNIVERSITY OF FLORIDA, ST. LEO UNIVERSITY BS MANAGEMENT,
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)
EXECUTIVE MERGERS ACQUISITION NORTH WESTERN UNIVERSITY KELLOGG SCHOOL OF MANAGEMENT, COMMERCIAL REAL ESTATE,

Employment History SEE ATTACHED RESUME
(Attach a resume if available)

Licenses or Certificates Held SERVED ON THE WITHLACOOCHEE REGIONAL PLANNING COUNCIL AS GOVERNOR APPOINTEE, ROTARY MEMBER SPRING HILL,

Have you ever previously applied for a position on any County Board/Committee? NO

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.
N/A

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? NO
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? N/A

Are you currently involved as a defendant in a criminal case? NO

If yes, what charges? N/A

Have you ever been named as a defendant in a civil action suit? NO

If yes, when and describe action. N/A

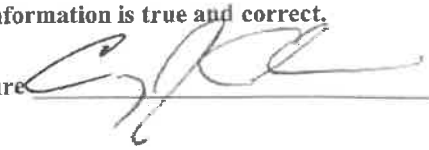
Please state your reasons for applying to this Board/Committee I HAVE A DEDICATED INTREST IN THE STRATEGIC GROWTH OF THE COUNTY, IN A DIRECTORS POSITION WITH ONE OF THE LAGREST LAND OWNERS IN THE U.S. I WORKED ON LAND LEASES, ENTITLEMENTS CARE ABOUT GROWTH

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. STEVE EMERSON 22950 JACOBSON RD BROOKSVILLE FL. 1-352-754-7319
2. KAREN NICOLAI 4287 BELLAIR HERNANDO BEACH FL. 1-352-650-1500
3. DAVID SASSER 161 E JEFFERSON ST SUITE B, BROOKSVILLE FL.1-352-345-4003

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature 

(Please direct all inquiries to the County Attorney's Office at 754-4122.)

Completed applications may be submitted to the County Attorney's Office 20 N. Main Street, Room 462 Brooksville, Florida 34601, or email cao@co.hernando.fl.us.

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: CAREY JAMES CARLSON

Date of Birth: 04/04/1955

Other Names Used: N/A

(Legal Name) First M.I. Last

Dates Used (from/to): N/A

Home Phone #:

Cell Phone #: 1-352-428-1275

E-mail Address: CAREYCARLSON50@GMAIL.COM

Are you 18 years of age or older? ☑ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 10386 PINE ISLAND DR.

City, State, Zip : WEEKI WACHEE FL. 34607

Time at this address: 7 Years Month

Previous Address: 7475 IRWIN ST

City, State, Zip : BROOKSVILLE FL. 34601

Time at this address 16 Years Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Applicant's Signature

9/28/2025
Date

Carey J. Carlson

10386 Pine Island Dr, Spring Hill, FL 34607
(352) 428-2175 careycarlson50@gmail.com
60 year resident of Hernando County

Experience & Background

- **Holcim Cement** 1987 - 1991
  - Regional Manager (Florida)
  - Tampa-Port Sutton Water & Rail Cement Terminal

- **IAC – Independent Aggregates Corporation / E.R Jahna Industries** 1991 - 1997
  - Sr. Vice President of Marketing & Distribution
  - Port Water Terminal Gulf Coast Development

- **Metro Redi-Mix** 1997 - 2006
  - Owner & Managing Partner (Independent Concrete Producer)
  - Ready Mix, Block, Aggregates

- **Plum Creek Timber Company** 2006 - 2012
  - Director, Construction & Industrial Minerals Division
  - Director of Industrial Development, Southeast Region U.S.

Ohio Basic Minerals 2012 – 2020
CEO Managing Partner Frac Sand Production, Marcellus Shale Region.

Keller Williams Realty Director of Commercial Division 2025

Associations

- Past President, FICAP (Florida Independent Concrete and Associate Producers) Organization
- ACI (American Concrete Institute)
- PCA (Portland Cement Association
- Served on Withlacoochee Regional Planning Council as Florida Governor Jeb Bush's appointee.

Education

- University of Florida – Business Management
- St. Leo University – BS-Management/Marketing Graduate
- Additional Education – Northwestern University- Kellogg, Chicago, IL

BOARD OF COUNTY COMMISSIONERS

20 NORTH MAIN STREET ◆ ROOM 263 ◆ BROOKSVILLE, FLORIDA 34601
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

October 28, 2025

Carey James Carlson
10386 Pine Island Drive
Weeki Wachee, FL 34607

Dear Mr. Carlson:

I am pleased to advise you that at the Hernando County Board of County Commissioners' meeting held today, the Board appointed you to serve as a member on the Hernando County Economic Development Technical Advisory Committee, effective until December 31, 2029. Enclosed is your Certificate of Appointment.

Members are subject to Florida's Government in the Sunshine Law, s. 286.011, F.S., commonly referred to as the Sunshine Law. The Sunshine Law provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office.

There are three basic requirements of s. 286.011, F.S.:

(1) meetings of public boards or commissions must be open to the public;
(2) reasonable notice of such meetings must be given; and
(3) minutes of the meetings must be taken and promptly recorded.

For a free digital copy of the Sunshine Manual, please visit www.myfloridalegal.com/sun.nsf/sunmanual. If you ever have any specific questions or concerns, please feel free to contact the Hernando County Attorney's Office at (352) 754-4122.

Should you have any questions regarding your membership on the Economic Development Technical Advisory Committee, please contact Valerie Pianta, Economic Development Director, at (352) 540-6400.

On behalf of the Board of County Commissioners, I would like to thank you for your desire to be of service to Hernando County. We appreciate your time and effort.

Sincerely,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

Enclosure

Certificate of Appointment

presented to

Carey James Carlson

In recognition of your appointment
to the
Hernando County
Economic Development Technical Advisory Committee

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 28th day October 2025

Chairman

Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

October 28, 2025

Mr. Frank Morsani
5777 Creek Ridge Road
Brooksville, FL 34601

Dear Mr. Morsani:

The Hernando County Board of County Commissioners appreciate your service on the Hernando County Economic Development & Airport Technical Advisory Committee (EDA-TAC) and wish to take this opportunity to thank you for your dedicated service to the citizens of Hernando County since March 2018.

Your dedication and contributions made during your tenure are truly appreciated. Please accept the enclosed Certificate of Appreciation as a token of the Board's gratitude. Again, thank you for your service.

Yours truly,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

Certificate of Appreciation

presented to

Frank Morsani

In appreciation of your service as a member of the
Hernando County Economic Development Technical Advisory Committee

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 28th day October 2025

Chairman

Clerk of Circuit Court

ECONOMIC DEVELOPMENT AIRPORT TECHNICAL ADVISORY COMMITTEE

Updated: 09/23/2025

Name	Address	Phone	Member	Appointed	Expires
Walter E. "Buddy" Selph	22360 Pilots Path Brooksville, FL 34601	352-650-9394 (C) 352-796-4948 (W) buddy@tommiedawson.com	Regular	4/23/2024 3/24/2020	**12/31/2028** 12/31/2023
Jennifer DuBois	11366 Royal Drive Brooksville, FL 34601	248-260-0837 (H) jnoelledubois@gmail.com	Regular	4/23/2024	**12/31/2028**
Mark Cioffi	726 Norwalk Court Spring Hill, FL 34609	352-345-4137(H) 352-397-7999(C) mccioffi@gmail.com	Regular	4/23/2024	**12/31/2028**
Morris R. Porton	2318 Evenglow Avenue Spring Hill, FL 34609	352-683-9051 (H) 352-584-6680 (C) mporton17@gmail.com	Regular	4/23/2024 2/3/2021	**12/31/2027** 12/31/2023
Radiah Dent	12256 Fulmar Road Weeki Wachee, FL 34614	352-501-1917 (C) 352-797-7018 (H) radiahdent@gmail.com	Regular	12/17/2024	**12/31/2028**
Thomas Dury	4383 Mount Pleasant Ave Spring Hill, FL 34609	317-414-2510 (C) tomdury@gmail.com	Regular	02/25/2025	**12/31/2029**
Frank Narvaez	7190 Raymond Place Spring Hill, FL 34607	201-509-2700 (C) 201-509-2700 (H) Frankie4686@gmail.com	Regular	02/25/2025	**12/31/2029**
Tyler Stapleton	13181 Don Loop Spring Hill, Fl 34609	352-293-5595(H) 352-587-6800(C) tylerairportadvisory@gmail.com	Regular	4/23/2024 3/19/2018	**12/31/2027** 12/31/2023

Wayne D. Johnson	19515 Sterling Bluff Way Brooksville, FL 34601	352-650-6147 (C) wayne@2JFI.com	Regular	4/23/2024 2/3/2021	**12/31/2028** 12/31/2023
Gina Ellen Calhoun	4365 8th Isle Drive Hernando Beach, FL 34607	352-251-7060 (C) gina@cleanpromotorsports.com	Regular	9/23/2025	**12/31/2029**
VACANT					**12/31/2029**
PAST MEMBERS					
Bryan A. Blavatt	4554 Secretariat Run Brooksville, FL 34609	352-345-8315 (H) 352-410-0383 (C) bblavatt@gmail.com	Regular	3/24/2020	**12/31/2023**
Kenneth Hayden	25482 Olympia Road Brooksville, FL 34601	352-277-1402 (C) 352-796-5223 (W) mkline@mfcs.us.com	Regular	8/17/2021	**7/31/2025**
Sophia Watson	1194 Three Leaf Lane Brooksville, FL 34604	352-398-3817 (C) 352-797-7018 (W) sophiawatson425@gmail.com	Regular	4/23/2024 2/3/2021	**12/31/2028** 12/31/2023 **Resigned 8/21/2024**
Timothy Beard	9416 Cobbler Court Weeki Wachee, FL 34613	352-596-3457 (H) 352-200-9030 (C) ruthlyons23@msn.com	Regular	2/12/2016	**12/31/2023**
Frank Morsani	5777 Creek Ridge Road Brooksville, FL 34601	352-797-2267 carolmorsani@gmail.com	Regular	4/23/2024 3/19/2018	**12/31/2027** 12/31/2023 **Resigned 9/15/2025**

9 to 11 Regular Members, with specific areas of related professional/technical expertise.
Created by BOCC Policy No. 42-01 on January 14, 2020
Amended by BOCC Policy No. 42-01 on July 13, 2021
4-year terms
Does Not File Financial Disclosure
Staff: Valerie Pianta

Board of County Commissioners

AGENDA ITEM

Meeting: 10/28/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16079
Legal Request Number:
Bid/Contract Number:

TITLE
Update Regarding Ongoing Board Directives

BRIEF OVERVIEW
County Administrator Jeff Rogers will review the attached list of BOCC ongoing directives for the Boards information.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Heidi Prouse	Approved	10/21/2025 12:23 PM
Toni Brady	Approved	10/22/2025 9:20 AM
Jeffrey Rogers	Approved	10/22/2025 11:29 AM
Colleen Conko	Approved	10/22/2025 11:31 AM

ONGOING BOCC DIRECTIVES

Priority	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
1	6/14/2022	South Brooksville Community Redevelopment Agency	Veda Ramirez	TBD	Finding of Necessity completed. Steering Committee for Community Redevelopment Area (CRA) established. CRA plan being created.
2	12/13/2022	Buffer Requirements	Omar DePablo	TBD	Staff to create Buffer Design Guidelines to be referenced in the code, including ensuring majestic trees are protected and buffer to be started early in construction. Consultant working on policy updates.
3	12/13/2022	Ordinance on Required Plantings	Omar DePablo	TBD	Staff to review the code, ensuring majestic trees are protected and enforcement when not. Hiring a Consultant to assist in updating language for BOCC review. Consultant is working on the policy updates.
4	6/22/2021	Tiny Homes / Accessorily Dwelling Unit / Secondary Buildings for Larger Lots	Omar DePablo	TBD	Workshop completed. Staff is updating the land development code for Tiny Homes Communities. Hiring a Consultant to assist in updating language for BOCC review. Consultant is working on policy updates.
5	12/13/2022	Subdivision Layouts	Omar DePablo	TBD	Staff to review the code to determine sufficient and combination of lots sizes, garages, and parking within subdivisions. Staff has begun to meet with developers as projects are submitted. Staff has begun to implement, through the Planned Development Project (PDP) process, subdivision standards in anticipation to Code Ordinance change.
6	8/23/2022	Homeless Resources and Projects	Veda Ramirez	Ongoing	Monthly meetings with community partners to address homeless needs, training, funding, initiatives ongoing. Updated Resource Card. Tenant-Based Rental assistance for Homeless.
7	12/13/2022	Architectural Design Requirements	Omar DePablo	TBD	Staff to review the code, to determine architectural standards as it relates to commercial developments, if necessary. Staff has begun to implement through the PDP process. Consultant drafting language.
8	8/23/2022	Twin Lakes Historic Designation	Veda Ramirez	TBD	Direction signs completed for Twin Lake Cemetery and area. Twin Lake historic designation to be addressed in the Comprehensive Plan during the Planning Evaluation and Appraisal report. Community advocate not seeking Historic Marker from the State at this time due to cost. Informing contact of possible funding opportunity.
9	6/23/2020	Addition of Statue Memorializing Local African American Significance	Jeff Rogers	TBD	The Community has formed a committee, awaiting decision from the Community on the addition of a statue.

ONGOING BOCC DIRECTIVES

10	12/17/2024	Sidewalk Policy	Scott Herring	TBD	Review of Policy to consider removal of requiring sidewalk on FDOT Roads, and not requiring sidewalks to be built in Rural areas of the County. Draft policy written. This will go to P&Z as land development code update.
11	5/27/2025	Ridge Manor	Scott Herring	TBD	Right of Entry in property for dam.
12	5/13/2025	Chicken Ordinance	Omar DePablo	TBD	Bring policy back to BOCC to allow chickens based on amount of residential land.