#### PURCHASE ORDER-CHANGE NO. 24001023-4

PAGE NO. 1

ggathers@ctcdisaster.com 79811 FAX: 785-47,8 CTC DISASTER RESPONSE IN 6021 SW 29TH STREET PMB #130 TOPEKA KS 66614

Ε

D

ÍNISTRATION EAST JEFFERSON STREET BUILDING A BROOKSVILLE FL 34601

REQ. NO.: 0 REQ. DATE: ORDER DATE: 09/23/24 BUYER: LBROWN F.O.B.: DESTINATION DESC.: EPO PTC924 DEBRIS TERMS: NET 30 DAYS ITEM# QUANTITY DESCRIPTION UNIT PRICE This Emergency Purchase is in accordance with Hernando County Purchasing Policy 060F. The estimated dollar amount reflected is only a County estimate. The Contractor/Vendor shall provide final invoice to the County Project Manager detailing the actual costs involve for final invoicing amount. The Department will process a Change Order to the Purchase Order revising the amount of the emergency for processing and payment by Accounts Payable. Contract Terms and Conditions apply; Hernando County Contract # 24-TF00708; Contract expires July 29, 2027. The County will issue a Notice to Proceed (NTP) for the work to begin. The County Contact Person is: Scott Herring, Phone Number: (352) 587-4934 The Contractor Contact is: Jeremy Britton, Phone Number: (256) 749-4886 Email: jbritton@ctcdisaster.com 12/23/2024 Change Order No 1 - MP CHANGE ORDER NO. 2 IS TO CORRECT THE NOTES ON THIS EMERGENCY PURCHASE ORDER, REVISED BELOW: This Emergency Purchase is in accordance with Hernando County Procurement Policy. The dollar amount reflected

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

\*\*SEE TERMS AND CONDITIONS ON REVERSE SIDE\*\* APPROVED BY:

#### **GENERAL**

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

#### QUALITY

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

#### **QUANTITY/PRICE**

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

#### **INDEMNITY AND INSURANCE**

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

#### **PACKING**

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

#### **DELIVERY**

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

#### **PAYMENT**

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

#### **MATERIAL SAFETY DATA SHEET**

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

#### **OSHA REQUIREMENT**

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

#### **LEGALLY AUTHORIZED WORKFORCE**

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

#### **INSURANCE**

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

#### Coverage

#### (a) Worker's Compensation Employer's Liability

#### (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)

# (c) Automobile Liability Option of Split Limits:

#### Minimum Amounts and Limits

- 100,000 each acciden
   100,000 by employee
- \$ 500,000 by employe \$ 500,000 policy limit
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products-Comp. Ops Agg.
  - \$1,000,000 Each Occurrence
- \$ 5.000 Medical Expense
- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- (1.) Bodily Injury \$ 1,000,000 Per Person or \$1,000,000 Per Accident

#### PURCHASE ORDER-CHANGE NO. 24001023-4

PAGE NO. 2

ggathers@ctcdisaster.com 79811 FAX: 785-478 CTC DISASTER RESPONSE IN 6021 SW 29TH STREET PMB #130 TOPEKA KS 66614

EAST JEFFERSON STREET BUILDING A BROOKSVILLE FL 34601

ORDE	R DATE: 09/2	23/24	BUYER: LBROWN	REQ. N	O.: <sub>0</sub>	REQ. DATE:
TERMS	S: NET 30	DAYS	F.O.B.: DESTINATION	DESC.:	EPO PTC924	DEBRIS
ITEM#	QUANTITY	UOM	DESCRIPTION	'	UNIT PRICE	EXTENSION
			is only a county estimate. The Comprovide the final invoice to the Commanager detailing the actual costs invoicing amount. The Department worder to the Purchase Order revisionergency for processing and payme Payable. The County Purchase Order Conditions (T&C) shall prevail.  Contract #: 24-TF00708 Contract Ex7/29/2027 GMS# 570  The County Contact Person is: Scot Number: (352)587-4934  The Contractor Contact is: Jeremy Number: (256)749-4886  Email: jbritton@ctcdisaster.com	County for to for to for to for to for to for to for the for t	Project the final cocess a Ch e amount of Accounts s and on Date:	ange the
			12/23/2024 Change Order No 1 - MP			
			Contract #: 24-TF00708 Grant GMS # CO #1 is to allow for continued re Helene-PTC924. Increase Line 1) \$50,000.00; New I	sponse		ane

ITEM#	# ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ TOTAL \$
				7

#### **GENERAL**

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

#### QUALITY

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

#### **QUANTITY/PRICE**

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

#### **INDEMNITY AND INSURANCE**

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

#### **PACKING**

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

#### **DELIVERY**

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

#### **PAYMENT**

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

#### **MATERIAL SAFETY DATA SHEET**

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

#### **OSHA REQUIREMENT**

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

#### **LEGALLY AUTHORIZED WORKFORCE**

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

#### **INSURANCE**

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

#### Coverage

#### (a) Worker's Compensation Employer's Liability

#### (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)

# (c) Automobile Liability Option of Split Limits:

#### Minimum Amounts and Limits

- 100,000 each acciden
   100,000 by employee
- \$ 500,000 by employe \$ 500,000 policy limit
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products-Comp. Ops Agg.
  - \$1,000,000 Each Occurrence
- \$ 5.000 Medical Expense
- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- (1.) Bodily Injury \$ 1,000,000 Per Person or \$1,000,000 Per Accident

PURCHASE ORDER-CHANGE NO. 24001023-4

PAGE NO. 3

ggathers@ctcdisaster.com 79811 FAX: 785-478 CTC DISASTER RESPONSE IN 6021 SW 29TH STREET PMB #130 TOPEKA KS 66614

ËAST JEFFERSON STREET BUILDING A BROOKSVILLE FL 34601

DRDEF	R DATE: 09/	23/24	BUYER: LBROWN	REQ. N	O.: <sub>0</sub>	REQ. DATE:
ERMS	S: NET 30	DAYS	F.O.B.: DESTINATION	DESC.:	EPO PTC924	DEBRIS
ГЕМ#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION
			\$150,000.00 Old PO Total \$100,000.00 New F Dept 44481 Account 5303401 Pro \$50,000.00  Change Order #2 completed to c emergency purchase order.	oject Code	PTC924 Lin	
			44481-5303401 1 50000.00	PTCS	924	
			4/9/2025 Change Order No 3 - M Contract #: 24-TF00708 Grant G CO #3 is to increase funds to additional invoices that we re finalization of this purchase	MS #: 570 cover outs eceive befo	_	.d.
			Add line 2 - \$750,000.00; New	v Line Tota	al \$900,000	.00
			Old PO Total \$150,000.00 New F Dept 40011 Account 5303401 Pro \$750,000.00	•	•	ue #1
			40011-5303401 1 750000.00	PTCS	924	

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

#### **GENERAL**

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

#### QUALITY

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

#### **QUANTITY/PRICE**

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

#### **INDEMNITY AND INSURANCE**

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

#### **PACKING**

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

#### **DELIVERY**

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

#### **PAYMENT**

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

#### **MATERIAL SAFETY DATA SHEET**

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

#### **OSHA REQUIREMENT**

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

#### **LEGALLY AUTHORIZED WORKFORCE**

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

#### **INSURANCE**

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

#### Coverage

#### (a) Worker's Compensation Employer's Liability

#### (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)

# (c) Automobile Liability Option of Split Limits:

#### Minimum Amounts and Limits

- 100,000 each acciden
   100,000 by employee
- \$ 500,000 by employe \$ 500,000 policy limit
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products-Comp. Ops Agg.
  - \$1,000,000 Each Occurrence
- \$ 5.000 Medical Expense
- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- (1.) Bodily Injury \$ 1,000,000 Per Person or \$1,000,000 Per Accident

PURCHASE ORDER-CHANGE NO. 24001023-4

PAGE NO. 4

ggathers@ctcdisaster.com
79811 FAX: 785-478-499
CTC DISASTER RESPONSE INC
6021 SW 29TH STREET
PMB #130

TOPEKA KS 66614

ADMINISTRATION
1525 EAST JEFFERSON STREET
P BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 09/23/24	BUYER: LBROWN	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: EPO PTC924	DEBRIS
ITEM# QUANTITY UOM	DESCRIPTION	UNIT PRICE	EXTENSION

5/28/2025 Change Order No 4 - MP Contract #: 24-TF00708 Grant GMS #: 570 CO #4 is to increase funds to cover outstanding and additional invoices that we receive before finalization of this purchase order.

Increase line 2 - \$50,000.00; New Line Total \$800,000.

Old PO Total \$900,000.00 New PO Total \$950,000.00

Dept 40011 Account 5303401 Project Code PTC924 Line #2 \$50,000.00

40011-5303401 2 50000.00 PTC924

01 150000.00 JOB EPO PREPARATION OF PTC924 - EMERGENCY 1.0000 150,000.00 DEBRIS REMOVAL

02 800000.00 JOB FUNDS TO COVER OUSTANDING AND ADDITIONAL 1.0000 800,000.00

INVOICES THAT WE RECEIVE BEFORE

FINALIATION OF THIS PO

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	950,000.00
				TOTAL \$	950,000.00
01	44481 5303401	150,000.00	PTC924	, , ,	
02	40011 5303401	800,000.00	PTC924		
			COP	<b>1</b>	

#### **GENERAL**

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

#### QUALITY

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

#### **QUANTITY/PRICE**

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

#### **INDEMNITY AND INSURANCE**

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

#### **PACKING**

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

#### **DELIVERY**

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

#### **PAYMENT**

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

#### **MATERIAL SAFETY DATA SHEET**

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

#### **OSHA REQUIREMENT**

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

#### **LEGALLY AUTHORIZED WORKFORCE**

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

#### **INSURANCE**

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

#### Coverage

#### (a) Worker's Compensation Employer's Liability

#### (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)

# (c) Automobile Liability Option of Split Limits:

#### Minimum Amounts and Limits

- 100,000 each acciden
   100,000 by employee
- \$ 500,000 by employe \$ 500,000 policy limit
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products-Comp. Ops Agg.
  - \$1,000,000 Each Occurrence
- \$ 5.000 Medical Expense
- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- (1.) Bodily Injury \$ 1,000,000 Per Person or \$1,000,000 Per Accident

PURCHASE ORDER-CHANGE NO. 24001023-4

CHANGE DATE: 05/28/25

PAGE NO. 1

ggathers@ctcdisaster.com

79811 FAX: 785-478-419

CTC DISASTER RESPONSE IN 6021 SW 29TH STREET

PMB #130

TOPEKA KS 66614

ADMINISTRATION
1525 EAST JEFFERSON STREET
P BUILDING A
BROOKSVILLE FL 34601

ORDER DATE: 09/23/24 BUYER: LBROWN REQ. NO.: 0 REQ. DATE: 10/03/24

TERMS: NET 30 DAYS F.O.B.: DESTINATION DESC.: CHANGE ORDER - 4

ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE EXTENSION

5/28/2025 Change Order No 4 - MP Contract #: 24-TF00708 Grant GMS #: 570 CO #4 is to increase funds to cover outstanding and additional invoices that we receive before finalization of this purchase order.

Increase line 2 - \$50,000.00; New Line Total \$800,000.
00

Old PO Total \$900,000.00 New PO Total \$950,000.00

Dept 40011 Account 5303401 Project Code PTC924 Line #2 \$50,000.00

40011-5303401 2 50000.00 PTC924

02 50000.00 JOB FUNDS TO COVER OUSTANDING AND ADDITIONAL INVOICES THAT WE RECEIVE BEFORE FINALIATION OF THIS PO

.0000 50,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 50,000.00
02	40011 5303401	50,000.00	PTC924	TOTAL	\$ 50,000.00
	**			<b>y</b>	

#### **GENERAL**

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

#### QUALITY

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

#### **QUANTITY/PRICE**

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

#### **INDEMNITY AND INSURANCE**

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

#### **PACKING**

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

#### **DELIVERY**

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

#### **PAYMENT**

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

#### **MATERIAL SAFETY DATA SHEET**

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

#### **OSHA REQUIREMENT**

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

#### **LEGALLY AUTHORIZED WORKFORCE**

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

#### **INSURANCE**

The Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Contractor and COUNTY. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless the County agrees in writing to lower limits) and with insurers and under forms of policies satisfactory to COUNTY; Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners); Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Contractor shall request of the insurer that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others unless such policy prohibits such an endorsement or voids coverage should VENDOR/CONTRACTOR enter into such an agreement on a pre-loss basis.

#### Coverage

#### (a) Worker's Compensation Employer's Liability

#### (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation)

# (c) Automobile Liability Option of Split Limits:

#### Minimum Amounts and Limits

- 100,000 each acciden
   100,000 by employee
- \$ 500,000 by employe \$ 500,000 policy limit
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products-Comp. Ops Agg.
  - \$1,000,000 Each Occurrence
- \$ 5.000 Medical Expense
- \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
- (1.) Bodily Injury \$ 1,000,000 Per Person or \$1,000,000 Per Accident

**Page:** 1 **Rev:** 2

# Hernando County Board of County Commissioners Change Order Request

Add Line(s)	Cancel Outstanding Balance	X Inc	rease/Decrease	Funds
Delete Line(s)	Change Project Number	Inc	rease/Decrease	Blanke
Cancel Purchase Order —	Change Account Number	Inc	rease/Decrease	Quanti
oday's Date: 05-28-2025				
O/Contract #: 24001023				
hange Order Number:	4			
equisition Number: 2400	1023			
endor's Name on PO: CTC	C DISASTER RESPONSE INC			
Department/Employee: TIA	A OPDYKE			
	ct number, new purchase order total. I s due to new agreements, quotes, proje			
Explanation:				
Justification: Justification:	Contract #: 24-TF00708 Grant of cover outstanding and additional courchase order.		s that we rece	ive
Justification: Justification: CO #4 is to increase funds to	cover outstanding and addition ourchase order.		s that we rece	ive
CO #4 is to increase funds to before finalization of this p	cover outstanding and addition ourchase order.  Proposition:  Propositio		s that we rece	ive
Justification: Justification: CO #4 is to increase funds to before finalization of this purchase line 2 - \$50,000.00 Old PO Total \$900,000.00 New	cover outstanding and addition ourchase order.  Proposition:  Propositio	nal invoice	s that we rece	ive
Justification: Justification: CO #4 is to increase funds to before finalization of this purchase line 2 - \$50,000.00 Old PO Total \$900,000.00 New	cover outstanding and addition ourchase order.  Proposition of the Pro	nal invoice	s that we rece	ive
Justification: Justification: CO #4 is to increase funds to before finalization of this processes line 2 - \$50,000.00 Old PO Total \$900,000.00 New Dept 40011 Account 5303401 Processes in the second processes and the second processes are second processes are second processes and the second processes are second processes and the second processes are second processe	cover outstanding and addition ourchase order.  Proposition of the Pro	nal invoice	05.07.000	

Revised May, 2012

# **000406HERNANDO COUNTY**PROCUREMENT REVIEW FORM

Procurement Contact:	Fran Hallet
Contract No. and Project Description	Contract # 24-TF00708 – Disaster and Debris Removal Services
(Task Order & GSM #)	GMS #570
Vendor Name:	CTC Disaster Response Inc
Purchase Order No.:	24001023
Change Order No.:	Change Order 4

Procurement Agent Review:	Fran Hallet	5/5/2025	Fran Hallet
	Signature	Date	Printed Name
Comments:	Change Order #4 is to cover a	ny additional	invoices that come in for Debris
	Increase line #2 - \$50,000.00 Total Increase - \$50,000.00 New PO total \$950,000.00	lene before f	inalization of the Purchase Order.
	No Issues		

Grant Review:	Mindy Tillis	05/06/2025	Mindy Tillis
	Signature	Date Printed N	ame
Comments:	Change Order 4 is to increase	•	
	\$950,000.00. These are expen	nses related to Hurrica	ne Helene.
GMS 570 –	Eligible Cost from a Disaster	Department Code. W	ithin the Period of
PTC924	Performance.		
	No Issues.		

For Chief of Procurement Review:	Fran Hallet Date: 2025.05.28 07:16:04 -04'00'			
	Signature	Date	Printed Name	
Comments:				

Recommendation:	



#### **Board of County Commissioners**

#### **AGENDA ITEM**

Meeting: 05/27/2025
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 15883
Legal Request Number:

Legal Request Number: Bid/Contract Number: 24-TF00708

#### TITLE

Change Order No. 4 to Emergency Purchase Order With CTC Disaster Response, Inc., for Emergency Debris Removal Services Due to Hurricane Helene for Department of Public Works (Contract No. 24-TF00708/AP; Amount: \$50,000.00)

#### **BRIEF OVERVIEW**

On July 30, 2024, the BOCC approved award of Contract No. 24-TF00708/AP to CTC Disaster Response, Inc., for an estimated amount of \$7,200,000 for Three (3) years and estimated annual amount of \$2,400,000.00.

Purchase Order No. 24001023 was originally issued for \$100,000.00.

Change Order No.1 in the amount of \$50,000.00 was approved by the Board on December 17, 2024, to allow for continued Debris Removal due to Hurricane Helene. Purchase order increased from \$100,000.00 to \$150,000.00.

Change Order No. 2 was a no-cost administrative change to correct verbiage on the purchase order approved by the Chief Procurement Officer (CPO). Purchase order remained at \$150,000.00.

Change Order No. 3 in the amount of \$750,000.00 was approved by the Board on April 8, 2025, to cover additional invoices that came in for Debris Removal due to Hurricane Helene. Purchase order increased from \$150,000.00 to \$900,000.00.

Hernando County Department of Public Works has requested Change Order No. 4 in the amount of \$50,000.00 to cover any additional invoices that come in for Debris Removal due to Hurricane Helene before finalization of the Purchase Order. Change Order No. 4, in the amount of \$50,000.00, would increase Purchase Order to \$950,000.00.

#### FINANCIAL IMPACT

Funding, in the amount of \$50,000.00, would be allocated to:

**Fund: 0011** - General Fund, **Department: 40011** - General Fund Disaster, **Account: 5303401** - Contracted Services, **Project: PTC924**.

The negative variance showing on the attached financial statement will correct upon Budget Amendment No. 2025-087 applying \$6,376,901 to the disaster department from the emergency reserves; hence, the negative variance showing of (5,124,770.20) would update to show a positive variance of \$1,252,130.80, upon it being booked. Budget Amendment No. 2025-087 was approved at the April 8, 2025, meeting via LS 15668.

Federal Emergency Management Agency (FEMA) reimbursement is anticipated; however, the

amount and time frame of reimbursement is unknown, currently. Upon receipt of funding from FEMA, those dollars would be used to restore the emergency reserve.

#### **LEGAL NOTE**

The Board has the authority to act on this item pursuant to Chapter 2, Article V of the Hernando County Code of Ordinances, and Chapter 125, Fla. Statute.

#### RECOMMENDATION

It is recommended the Board approve Change Order No. 4 in the amount of \$50,000.00 for Purchase Order No. 24001023 bringing the total purchase order amount to \$950,000.00.

#### **REVIEW PROCESS**

Lillian Hoyt	Approved	05/05/2025	1:49 PM
Tia Opdyke	Approved	05/05/2025	2:43 PM
Scott Herring	Approved	05/06/2025	7:39 AM
Jodi Florio	Delegated	05/06/2025	8:22 AM
Amelia Gebala	Approved	05/06/2025	10:34 AM
Erin Briggs	Approved	05/07/2025	3:06 PM
Albert Bertram	Approved	05/08/2025	9:05 AM
Carla Rossiter-Smith	Approved	05/15/2025	12:53 PM
Pamela Hare	Approved	05/15/2025	4:04 PM
Melissa Tartaglia	Approved	05/16/2025	8:22 AM
Heidi Prouse	Approved	05/16/2025	8:45 AM
Toni Brady	Approved	05/19/2025	4:09 PM
Jeffrey Rogers	Approved	05/20/2025	10:25 PM
Colleen Conko	Approved	05/21/2025	8:44 AM

#### PROCUREMENT DEPARTMENT



15470 FLIGHT PATH DRIVE \* BROOKSVILLE, FLORIDA 34604
P 352.754.4020 \* F 352.754.4199 \* W www.HernandoCounty.us

May 27, 2025

#### **MEMORANDUM**

TO: Financial Services, Hernando County Clerk of Circuit Court & Comptroller

FROM: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

SUBJECT: BOCC Agenda Item Approval

Please accept this memorandum as notification of the Board of County Commissioners approval of the Agenda Items list below at the **5/27/2024** BOCC meeting.

Further evidence of the approval of these items can be found in any relevant executed agreements with the BOCC Chairman's signature on the date of approval, as appropriate and as supplied in relevant requisitions. The BOCC <u>meeting details</u> for the aforementioned date provides additional evidence of approval.

This memorandum is to be used interchangeably with the BOCC Agenda Item stamped with BOCC adopted as proof of BOCC approval required in the County approval process for requisition, budget resolution or grant related items.

Approved Items:

#### PROCUREMENT ITEMS

- **1.** <u>15861</u> Presentation from Procurement Department Regarding Construction Contractor Qualifications 15861
- 2. <u>15391</u> Award of Contract and Agreement with ParkMobile, LLC, for Automated Parking Management Solution for Hernando County Parks and Recreation Department (Contract No. 24-RFP00847/AP; Revenue Generating)
- 3. <u>15171</u> Award of Quote and Work Authorization Agreement with Goodwin Brothers Construction, Inc., for Solid Waste West Collection Center Improvement Project (Contract No. 23-T00040/AP; Amount: \$290,903.04) 15171
- 4. <u>15658</u> Award of Sole Source Contract and Innovation Agreement with Quantum Partners, LLC, d/b/a SwiftGov, for Artificial Intelligence (AI) Implementation Plan Project for Planning Department (Contract No. 25-TSS0230/JC; Amount: \$320,000.00)

- 5. <u>15584</u> Award of Term Contracts to Thompson Consulting Services, LLC, and Tetra Tech, Inc., for Disaster Debris Monitoring for Department of Public Works (Contract No. 25-TF00952/JC; Amount: \$10,500,000.00)
- 6. <u>15889</u> Change Order No. 2 to Purchase Order with Thomas Howell Ferguson, P.A., for Emergency Planning and Grant Program Management Services for Hurricane Milton (Contract No. 23-TGF-0218; Amount: \$231,818.00)
- 7. <u>15888</u> Change Order No. 2 to Purchase Order with Thomas Howell Ferguson P.A., for Emergency Planning Consulting Services for Emergency Management (Contract No. 23-TGF0218; Amount: \$116,723.00)
- 8. <u>15883</u> Change Order No. 4 to Emergency Purchase Order with CTC Disaster Response, Inc., for Emergency Debris Removal Services Due to Hurricane Helene for Department of Public Works (Contract No. 24-TF00708/AP; Amount: \$50,000.00)
- 9. <u>15884</u> Change Order No. 6 to Emergency Purchase Order with CTC Disaster Response, Inc., for Emergency Debris Removal Services Due to Hurricane Milton for Department of Public Works (Contract No. 24-TF00708/AP; Amount: \$3,500,000.00)
- 10. <u>15918</u> Contribution in Aid of Construction Agreement with Withlacoochee River Electric Cooperative, Inc., for Electrical Project at Tax Collector Building (Contract No. 25-A0239/CT; Amount: \$190,502.86)
- 11. <u>15832</u> Final Close-Out of Contract with B.R.W. Contracting, Inc., for Reconstruction and Paving of Royal Highlands and Ridge Manor Roads (Contract No. 23-C00326/AP; Final Amount: \$150,704.05)
- 12. <u>15858</u> Final Close-Out of Contract With Deeb Construction and Development Co., for Burger King (6450 Nature Coast Boulevard in Ridge Manor) Lift Station Rehabilitation Project for Utilities Department (Contract No. 23-T00040-Q3; Final Amount: \$448,954.05)
- 13. <u>15862</u> Final Close-Out of Contract With Goodwin Bros. Construction, Inc., for Infrastructure Construction of Dr. Dennis Wilfong Center for Success (Contract No. 23-CG0215/JG; Amount: \$143,646.73)
- 14. <u>15865</u> Final Close-Out of Contract with Goodwin Bros. Construction, Inc., for Faculty/Kedrone/Tombstone/Top Rock/Umbrella Rock From Shasta Street to Wickshire Street Resurfacing Project (Contract No. 23-CG0217/AP; Amount: \$66,349.25)
- 15. <u>15892</u> Utilization of Volusia County Schools Contract with Top Line Recreation, Inc., for Purchase and Installation of Playground Equipment at Alfred A. McKethan Pine Island Park for Parks and Recreation Department (Amount: \$253,372.95)