#### PURCHASE ORDER-CHANGE NO. 25000052-3 2

PAGE NO. 1

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

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ÍNISTRATION EAST JEFFERSON STREET BUILDING A BROOKSVILLE FL 34601

REQ. NO.: 0 REQ. DATE: ORDER DATE: 10/07/24 BUYER: LBROWN F.O.B.: DESTINATION DESC.: EPO MILTON24 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 10/16/2024 Change Order No 1 - MP Contract #24-TF00708 Contract Name: Disaster and Debris Removal Services MILTON24 HAULING SERVICES

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

#### HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

#### **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

Statutory requirements at location of work \$ 100,000 each accident

- 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

# **HERNANDO COUNTY** BOARD OF COUNTY COMMISSIONERS 15470 FLIGHT PATH DR BROOKSVILLE, FL 34604

#### PURCHASE ORDER-CHANGE NO. 25000052-3 2

PAGE NO. 2

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

ÍNISTRATION 1525 EAST JEFFERSON STREET BUILDING A BROOKSVILLE FL 34601

REQ. NO.: 0 REQ. DATE: ORDER DATE: 10/07/24 BUYER: LBROWN F.O.B.: DESTINATION TERMS: NET 30 DAYS DESC.: EPO MILTON24 DEBRIS ITEM# QUANTITY DESCRIPTION **UNIT PRICE** INCREASE IN CONTRACT PRICING FOR LINES RELATING TO DEBRIS LOADING AND HAULING OF VEGETATIVE DEBRIS (PRICE TO INCLUDE MOT) AND LOADING AND HAULING C&D DEBRIS TO A DMS (PRICE TO INCLUDE MOT). INCREASE PRICE TO \$14.00/CY DUE TO MARKET ADJUSTMENT. Line items: Loading and Hauling Vegetative Debris (Price to include MOT) and Loading and Hauling C&D Debris to a DMS (Price increase requires the Vendor/Contractor to advise and extend to the County price reductions when costs similarly decrease. NO CHANGE TO OVERALL EMERGENCY PO EXPENSE AT THIS TIME. NEW PO VALUE: \$100,000.00 12/23/2024 Change Order No 2 - MP Contract #: 24-TF00708 Grant GMS #: 571 CO #2 is to allow for continued response to Hurricane Milton-MILTON24. Increase Line 1) \$7,000,000.00; New Line Total \$7,100,000.00 Old PO Total \$100,000.00 New PO Total \$ 7,100,000.00

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

# Hernando County Board of County Commissioners Change Order Request

Add Line(s)	Cancel	Outstanding Balance	<b>X</b>	Increase	e/Decrease	Funds
Delete Line(s)	Change	Project Number		Increase	e/Decrease	Blanket
Cancel Purchase Order	Change	Account Number		Increase	e/Decrease	Quantity
<b>Today's Date:</b> 12-27-2024						
<b>PO/Contract #:</b> 25000052						
Change Order Number:	2					
Requisition Number: RQ0						
Vendor's Name on PO: CTC	DISASTER	RESPONSE INC				
Department/Employee: CAS	EY PHILLI	PS				
account number, line item number, project a new requisition. If change request is must be attached.  Explanation:		-			-	
Justification: Contract #: 2 CO #2 is to allow for continu Increase Line 1) \$7,000,000.0 Old PO Total \$100,000.00 New Dept 44481 Account 5303401 Pr	ed response 0; New Line PO Total \$	to Hurricane Miltor Total \$7,100,000.00 7,100,000.00	)			
44481-5303401 1 7000000.00	MILT	ON24				
Department Approval:	LILLIAN H	IOYT	1	Date:	12-18-202	24
Chief Procurement Officer	FRAN HA	LLET	]	Date:	12-20-202	2.4
BOCC Approval Date: (BOCC Required per Purchasing 080E)		-				

Revised May, 2012

# HERNANDO COUNTY PROCUREMENT REVIEW FORM

Procurement Contact:	Fran Hallet
Contract No. and	24-TF00708 – Emergency Debris Removal Services
Project Description	
(Task Order, Quote, &	
GSM #)	GMS # 571
V-u-lou Nom-	CTC Disease Programme Inc
Vendor Name:	CTC Disaster Response Inc
Purchase Order No.:	25000052
Change Order No.:	Change Order 2 & 3

Procurement Agent Review:	Fran Hallet	12/19/24	Fran Hallet
	Signature	Date 1	Printed Name
Comments:	Change Order # 2 is requested to increase PO by \$7,000,000.00 for continued response to Hurricane Helene.  Change Order # 3 is requested to correct verbiage on PO.		
	No Issues		

Grant Review:	Mindy Tillis 1	2/26/2024	Mindy Tillis		
	Signature I	Date Printed Name	•		
Comments:	CO 2 to increase PO by \$7,000,00 expenses that are storm related.	00.00 for a new total	of \$7,100,00.00 to cover		
GMS 571 –					
MILTON24	PO expenses related to Hurricane Milton using a disaster department code and are within period of performance No Issues.				
	CO 3 to correct the notes on the F	PO – No issues.			

For Chief of Procurement Review:	Fran Hallet Date: 2024.12.27 07:09:04			
	Signature	Date	Printed Name	
Comments:				

Recommendation:	



# **Board of County Commissioners**

# **AGENDA ITEM**

Meeting: 12/17/2024
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 15127
Legal Request Number:

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

# TITLE

Change Order No. 2 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: \$7,000,000.00)

# **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. 25000052 was originally issued for \$100,000.00.

Change Order No. 1 was requested and the Chief Procurement Officer approved to increase contract pricing to \$14.00 per cubic yard due to market adjustment. No increase in Purchase Order amount of \$100,000.00.

Hernando County Department of Public Works has requested Change Order No. 2 in the amount of \$7,000,000.00 to allow for continued Debris Removal due to Hurricane Milton. Change order No. 2, in the amount of \$7,000,000.00, would increase Purchase Order to \$7,100,000.00.

### FINANCIAL IMPACT

Funding, in the amount of \$7,000,000.00 to **Fund: 4481**-Solid Waste-Disaster/Debris - **Department: 44481** Solid Waste-Disaster/Debris, **Account: 5303401** - Contracted Services, **Project:** Milton24.

FEMA reimbursement is anticipated; however, the amount and time frame of reimbursement is unknown currently.

Funding in **Fund: 4481**-Solid Waste-Disaster/Debris - **Department: 44481** Solid Waste-Disaster/Debris, **Account: 5909910** - Reserves, has a limited funding Balance of \$942,568.

# **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. 2 in the amount of \$7,000,000.00 for Purchase Order No. 25000052 bringing the total purchase order amount to \$7,100,000.00.

## **REVIEW PROCESS**

Lillian Hoyt Approved 11/26/2024 11:39 AM

Delegated	11/26/2024	11:39 AM
Approved	11/26/2024	11:39 AM
Approved	11/26/2024	2:03 PM
Delegated	12/02/2024	1:27 PM
Delegated	12/02/2024	3:28 PM
Approved	12/03/2024	4:32 PM
Delegated	12/04/2024	4:10 PM
Approved	12/06/2024	10:28 AM
Approved	12/09/2024	8:26 AM
Approved	12/09/2024	9:46 AM
Approved	12/09/2024	9:54 AM
Approved	12/09/2024	4:16 PM
Approved	12/10/2024	10:08 AM
Approved	12/10/2024	2:04 PM
Approved	12/10/2024	7:32 PM
Approved	12/11/2024	8:10 AM
	Approved Approved Delegated Approved Delegated Approved	Approved 11/26/2024 Approved 11/26/2024 Delegated 12/02/2024 Approved 12/03/2024 Approved 12/03/2024 Approved 12/04/2024 Approved 12/06/2024 Approved 12/09/2024 Approved 12/09/2024 Approved 12/09/2024 Approved 12/09/2024 Approved 12/10/2024 Approved 12/10/2024 Approved 12/10/2024 Approved 12/10/2024 Approved 12/10/2024 Approved 12/10/2024

# PROCUREMENT DEPARTMENT



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

December 17, 2024

### **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 **12/17/2024** 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>15155</u> Amendment No.1 to Memorandum of Understanding With Hernando County Fire and Emergency Services for Obligation of American Rescue Plan Act (ARPA) Funds to Provide Emergency Relief From Natural Disasters
- 14751 Award of Construction Agreement to DB Civil Construction, LLC, for Hayman Road Safety Upgrade Project From Twister Lane to Deepwell Drive for Department of Public Works (Contract No. 24-CG00873/JC; Amount: \$1,119,000.00)
- 3. <u>14538</u> Award of Term Contract to AB5 Enterprises for Mowing Services for Spring Hill Collector Roads (Contract No. 24-T00598/JC; Amount: \$500,352.00)
- 4. <u>15125</u> Change Order No. 1 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)

- 5. <u>15124</u> Change Order No. 1 to Emergency Purchase Order With Tetra Tech, Inc., for Emergency Debris Monitoring Due to Hurricane Helene for Department of Public Works (Contract No. 20-TF0062B; Amount: \$100,000.00)
- 6. <u>15126</u> Change Order No. 1 to Emergency Purchase Order With Tetra Tech, Inc., for Emergency Debris Monitoring Due to Hurricane Milton for Department of Public Works (Contract No. 20-TF0062B; Amount: \$900,000.00)
- 7. <u>15129</u> Change Order No. 1 to Purchase Order With American Grinding Company, LLC, for Sidewalk Inspection and Repair Services for Department of Public Works (Contract No. 24-P0156/FH; Amount: \$99,999.65)
- 8. <u>15148</u> Change Order No. 1 to Purchase Order With Systems and Software, Inc., for Utilities Billing Software for Utilities Department (Contract No. 22-R00067/PH; Amount: \$262,625.00)
- 9. <u>15127</u> Change Order No. 2 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: \$7,000,000.00)
- 10. <u>15092</u> Federal Subrecipient Agreement With Community Food Bank of Citrus County, Inc., for Coronavirus State and Local Fiscal Recovery Funds and Associated Budget Resolution
- 11. <u>15089</u> Work Authorization Agreement With DEEB Construction and Development Co., for Companero Phase 1 Project for Utilities Department (Contract No. 23-T00040/AP Q20; Amount: \$321,512.05)
- 12. <u>15139</u> Work Authorization Agreement With DEEB Construction and Development Co., for Beaches Pressure Reducing Valves (PRV) Project for Utilities Department (Contract No. 23-T00040/AP Q19; Amount: \$381,070.80)