



Hernando County

Board of County Commissioners

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

Regular Meeting

Agenda

Tuesday, June 11, 2024 - 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 COLLEEN CONKO, HERNANDO COUNTY ADMINISTRATION, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604, (352) 754-4002. 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' next regular meeting is scheduled for Tuesday, June 25, 2024, 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. COMMEMORATIVE RESOLUTION/RECOGNITION

1. [14127](#) Recognition of Donations From Withlacoochee River Electric Cooperative, Inc., to Parks and Recreation Department for Field Lighting at Ernie Weaver Park
2. [14133](#) Budget Resolution Recognizing Donation From Pamela Wilfong for Marquee Sign at Dr. Dennis Wilfong Center for Success

- 3. [14046](#) Resolution Proclaiming June 19, 2024, as Juneteenth Day
- 4. [13909](#) Resolution Proclaiming June 27, 2024, as Post-Traumatic Stress Disorder Awareness Day

E. CITIZENS' COMMENTS (Yellow sheets are required for speakers.)

F. BOARD/STAFF RESPONSES

G. CLERK OF CIRCUIT COURT & COMPTROLLER DOUG CHORVAT, JR.

- [14151](#) Election of Value Adjustment Board Chairperson by County Governing Body

H. CONSENT AGENDA

GRANT/AGREEMENT

- 1. [14077](#) FY 2025 Project Grant Agreement With Withlacoochee Regional Water Supply Authority for Local Government Water Supply and Conservation Funding Assistance Program and Associated Resolution

MISCELLANEOUS

- 2. [14030](#) Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory
- 3. [14033](#) Transmittal of List of Accounts Payable Disbursements for Weeks Ended May 10, 2024, and May 17, 2024

I. CORRESPONDENCE TO NOTE

- [14073](#) Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for April 2024

J. PUBLIC HEARINGS

- * Entry of Proof of Publication into the Record
- * Poll Commissioners for Ex Parte Communications
- * Administer Oath to All Persons Intending to Speak
- * Adoption of Agenda Backup Materials into Evidence

BOARD SITTING IN ITS QUASI-JUDICIAL CAPACITY

STANDARD

DEVELOPMENT SERVICES DIRECTOR PETER SCHWARZ

- 1. [14093](#) Variance Petition Submitted by ARC Florida Homes, LLC, on Behalf of Milvian, LLC (V2349)
- 2. [14095](#) Variance Petition Submitted by ARC Florida Homes, LLC, on Behalf of Milvian, LLC (V2350)

K. RECESS FOR LUNCH

L. RECONVENE REGULAR MEETING**M. PUBLIC WORKS DIRECTOR/COUNTY ENGINEER SCOTT HERRING**

- [14048](#) Discussion Regarding Survey Results for Potential Operation of Golf Carts on Shoal Line Boulevard and Reduction of Speed Limit in Hernando Beach Business District

N. COUNTY ATTORNEY JON JOUBEN

- [14108](#) Resolution Amending Exhibit "A" to Resolution No. 2024-103 Placing Proposed Referendum for School Millage Renewal on General Election Ballot of November 5, 2024, as Requested by Hernando County School Board

O. COUNTY ADMINISTRATOR JEFFREY ROGERS

1. [14099](#) Appointment of Dakota Renee' Horton to Fine Arts Council Until December 31, 2028
2. [13661](#) Update Regarding Ongoing Board Directives

P. CHIEF PROCUREMENT OFFICER CARLA ROSSITER-SMITH

1. [14035](#) Award of Contract to Vortex Services, LLC, for Cell No. 4 Grouting Project at Northwest Solid Waste Facility (Contract No. 24-C000736/FH; Amount: \$1,067,000.00)
2. [14064](#) Final Close-Out of Contract With Seggie Custom Builders, LLC, for Terrace Wall Project at West Hernando Branch Library (Contract No. 19-R00007; Amount: \$9,085.57)
3. [14067](#) Utilization of Sourcewell Contract With CXT, Inc., for Dining Hall Restroom Building at Chinsegut Hill Retreat and Conference Center (Amount: \$105,977.75)

Q. FLEET MANAGER BRENDA PESHEL

- [14008](#) Presentation Regarding Fleet Replacement Program With Enterprise Fleet Management for Leasing Light Duty Vehicles

R. BOARD OF COUNTY COMMISSIONERS

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

S. ADJOURNMENT



AGENDA ITEM

TITLE

Recognition of Donations From Withlacoochee River Electric Cooperative, Inc., to Parks and Recreation Department for Field Lighting at Ernie Weaver Park

BRIEF OVERVIEW

Withlacoochee River Electric Cooperative, Inc., led the generous effort to install multiple light poles and LED light fixtures on ballfields 5, 6, & 8. This upgrade to the park provides necessary lighting for three (3) previously unlit t-ball fields located at Ernie Weaver Park. These three (3) fields have historically been the last remaining fields within the complex that have been limited to daytime-usage only. The impact of this upgrade will immediately improve the overall experience for the community’s youth participants, and most importantly, make the gameplay conditions safer with improved visibility.

Also, a special thank you to Florida Directional Drilling Services and Geopoint Surveying, Inc. for their technical resources and labor for this project.

FINANCIAL IMPACT

N/A

LEGAL NOTE

N/A

RECOMMENDATION

For informational purposes only; no formal action required.

REVIEW PROCESS

Albert Bertram	Approved	05/31/2024	10:05 AM
Pamela Hare	Approved	05/31/2024	10:23 AM
Heidi Kurppe	Approved	05/31/2024	1:35 PM
Toni Brady	Approved	06/03/2024	7:56 AM
Jeffrey Rogers	Approved	06/03/2024	12:46 PM
Colleen Conko	Approved	06/03/2024	2:14 PM



**HERNANDO COUNTY PARKS AND RECREATION WOULD LIKE TO THANK
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC. FOR THE DONATION OF MATERIALS AND
PROFESSIONAL INSTALLATION OF MULTIPLE LIGHT POLES AND LED LIGHT FIXTURES ON FIELDS 5, 6, & 8**

**ALSO, A SPECIAL THANK YOU TO FLORIDA DIRECTIONAL DRILLING SERVICES AND
GEOPOINT SURVEYING, INC. FOR THEIR TECHNICAL RESOURCES AND LABOR**













Board of County Commissioners

Meeting: 06/11/2024
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 14133
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Budget Resolution Recognizing Donation From Pamela Wilfong for Marquee Sign at Dr. Dennis Wilfong Center for Success

BRIEF OVERVIEW

The Board of County Commissioners named the joint - agency workforce development site in Honor of Dr. Dennis Wilfong in 2021. Dr. Wilfong was a local businessman that founded Innovative Technology, Inc, a world class manufacturing firm headquartered in Hernando County. Innovation Technology, Inc. grew into a multi-million-dollar company providing products across the United States and 38 countries. He worked with many industries including the Federal Aviation Administration, NASA, Ford Motor Company, and many others. He was instrumental in the vision of creating the workforce development site.

The Dr. Dennis Wilfong Center for success project, a joint project between the Board of County Commissioners, Hernando County School Board, and Pasco Hernando State College, is under construction. The purpose of this joint-agency project between Hernando County Government, School Board, and Pasco-Hernando State College is to support Hernando County's local workforce, by providing much needed, affordable, vocational and technical education options. This will allow more adults in our community to have access to training opportunities, that will improve their knowledge and skills, to support their pursuit of more lucrative jobs in high-demand occupations.

Phase 1 of the project associated with the site Infrastructure and Wilton Simpson Technical College is almost complete. Future phases of the project envision a Space Hub Business Incubator and continued expansion of workforce training facilities.

Pam Wilfong has donated \$60,000 for the marquee entrance sign for the complex.

The School Board will be coordinating the sign construction and will seek reimbursement.

FINANCIAL IMPACT

Funds in the amount of \$60,000.00 will be received into:

Revenues:

Fund: 0011 - General Fund, **Department: 31001** - BCC-CTY Govt&Educ Center, **Account: 3669000** - Donation-Miscellaneous

Expenses:

Fund: 0011 - General Fund, **Department: 31001** - BCC-CTY Govt&Educ Center, **Account: 5808110** - Aid-HC School Board

LEGAL NOTE

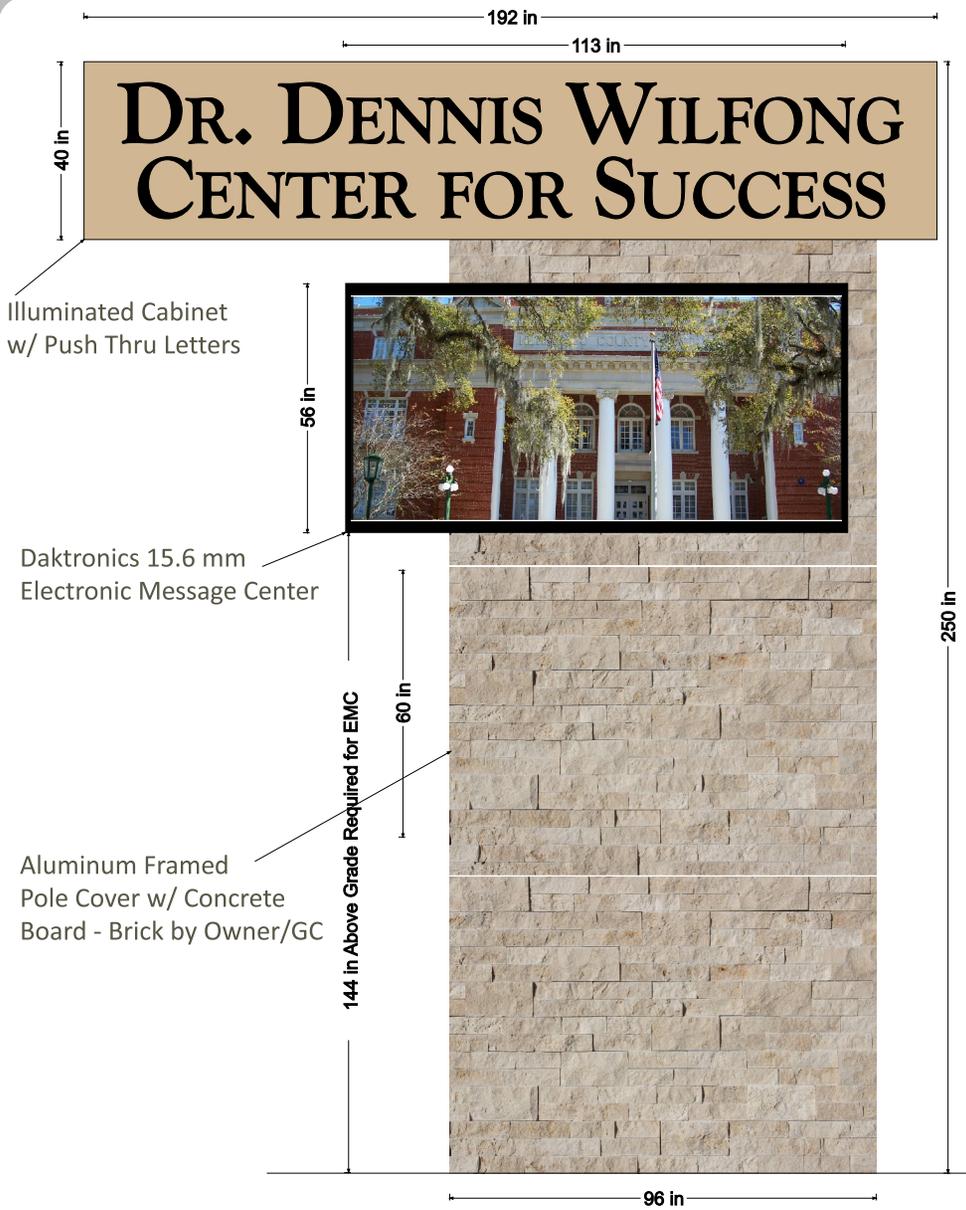
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

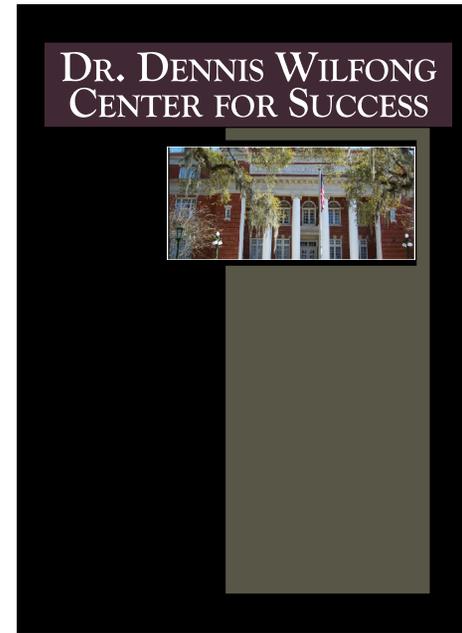
It is recommended that the Board approve and authorize the Chairperson’s signature on the attached budget resolution.

REVIEW PROCESS

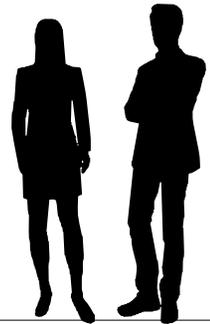
Albert Bertram	Approved	06/03/2024	2:05 PM
Pamela Hare	Approved	06/04/2024	9:11 AM
Melissa Tartaglia	Approved	06/04/2024	10:44 AM
Heidi Kurppe	Approved	06/04/2024	2:32 PM
Toni Brady	Approved	06/05/2024	8:44 AM
Jeffrey Rogers	Approved	06/05/2024	9:07 AM
Colleen Conko	Approved	06/05/2024	9:12 AM



Depths TBD



Sample Illumination



B Double Face Illuminated Monument Sign



CLIENT:
- Hernando County

LOCATION:
- Brooksville, FL

DRAWING #:
- 5236356

DATE:
- 5/1/2023

REP:
- RWR

DSR:
- RJR

CLIENT APPROVAL:
Erik van de Boogaard DATE: 7-25-2023

NOTICE: THIS DESIGN IS AN ORIGINAL, CREATED BY ROGERS' SIGN CORP. IT IS SUBMITTED FOR THE USE IN CONNECTION WITH THIS PROJECT ONLY. IT CANNOT BE COPIED, ALTERED OR EXHIBITED IN ANY FASHION. USE OF THIS DRAWING FOR ALTERNATIVE QUOTATIONS WILL RESULT IN A DESIGN FEE. DRAWINGS AND DESIGN CONTAINED HEREIN REMAIN THE PROPERTY OF ROGERS' SIGN CORP UNLESS OTHERWISE NOTED. NOTE ALSO: ALL COLORS PORTRAYED ARE REPRESENTATIONAL, COLOR SAMPLES AVAILABLE UPON REQUEST. © COPYRIGHT 2009 ROGERS' SIGN CORP

SUNGARD PENTAMATION
 DATE: 05/31/2024
 TIME: 14:15:00

HERNANDO CO BOARD OF CO COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTA11

SELECTION CRITERIA: exp1edgr.key_orgn='31001'
 ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
 DEPARTMENT-31001 BCC-CTY GOVT&EDUC CENTER
 1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304922	FEES/COSTS-OTHER	46.00	.00	.00	.00	46.00	.00
	TOTAL * OPERATING EXPENSES	46.00	.00	.00	.00	46.00	.00
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606201	BLDGS-CONSTN AND/OR IMP	4,639,825.00	450,098.46	1,974,294.41	1,382,637.05	1,282,893.54	72.35
	TOTAL * CAPITAL OUTLAY	4,639,825.00	450,098.46	1,974,294.41	1,382,637.05	1,282,893.54	72.35
1ST SUBTOTAL-580 * GRANTS & AID							
5808110	AID-HC SCHOOL BOARD	1,418,096.00	.00	.00	.00	1,418,096.00	.00
	TOTAL * GRANTS & AID	1,418,096.00	.00	.00	.00	1,418,096.00	.00
	TOTAL BCC-CTY GOVT&EDUC CENTE	6,057,967.00	450,098.46	1,974,294.41	1,382,637.05	2,701,035.54	55.41
	TOTAL GENERAL FUND	6,057,967.00	450,098.46	1,974,294.41	1,382,637.05	2,701,035.54	55.41
TOTAL REPORT		6,057,967.00	450,098.46	1,974,294.41	1,382,637.05	2,701,035.54	55.41

SUNGARD PENTAMATION
 DATE: 05/31/2024
 TIME: 14:22:48

HERNANDO CO BOARD OF CO COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
 REVSTA11

SELECTION CRITERIA: orgn.fund='0011' and revledgr.key_orgn='31001'
ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT-31001 BCC-CTY GOVT&EDUC CENTER
 1ST SUBTOTAL-33 * INTERGOVERNMENTAL REV

ACCOUNT - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3341001	ST GRT-DEO CSFA 40.043	4,110,673.00	.00	.00	596,429.05	3,514,243.95	14.51
TOTAL * INTERGOVERNMENTAL REV		4,110,673.00	.00	.00	596,429.05	3,514,243.95	14.51
1ST SUBTOTAL-36 * MISCELLANEOUS REVENUE							
3669000	DONATION-MISCELLANEOUS	.00	60,000.00	.00	60,000.00	-60,000.00	.00
3699300	MISC REV-REF PR YR EXP	.00	.00	.00	1,021.41	-1,021.41	.00
TOTAL * MISCELLANEOUS REVENUE		.00	60,000.00	.00	61,021.41	-61,021.41	.00
1ST SUBTOTAL-38 * OTHER SOURCES							
3899010	ENCUMBRANCES	1,947,294.00	.00	.00	.00	1,947,294.00	.00
TOTAL * OTHER SOURCES		1,947,294.00	.00	.00	.00	1,947,294.00	.00
TOTAL BCC-CTY GOVT&EDUC CENTE		6,057,967.00	60,000.00	.00	657,450.46	5,400,516.54	10.85
TOTAL GENERAL FUND		6,057,967.00	60,000.00	.00	657,450.46	5,400,516.54	10.85
TOTAL REPORT		6,057,967.00	60,000.00	.00	657,450.46	5,400,516.54	10.85



Board of County Commissioners

Meeting: 06/11/2024
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 14046
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Resolution Proclaiming June 19, 2024, as Juneteenth Day

BRIEF OVERVIEW

Staff received a request from Dr. Emery Ailes, Pastor of Pristine Baptist, for a resolution requesting Juneteenth Day in Hernando County. The attached resolution urges all citizens to become more aware of the significance of this celebration in African American History and in the heritage of our nation and County.

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 that Board adopt the attached resolution proclaiming June 19, 2024, as Juneteenth Day in Hernando County.

REVIEW PROCESS

Pamela Hare	Escalated	05/13/2024	5:25 PM
Lisa Morgan	Approved	05/14/2024	8:49 AM
Heidi Kurppe	Approved	05/14/2024	10:25 AM
Toni Brady	Approved	05/20/2024	12:27 PM
Jeffrey Rogers	Approved	05/29/2024	2:11 PM
Colleen Conko	Approved	05/30/2024	8:32 AM

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

RESOLUTION 2024 –

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two- and one-half years, to June 19, 1865, in reaching authorities and African Americans in the South and Southwestern United States; and

WHEREAS, Emancipations Day observations are held on different days in different dates in the South and Southwest, and on other parts of the nation; and

WHEREAS, June 19th has a special meaning to African Americans and is called **JUNETEENTH** combining the words June and Nineteenth and has been celebrated by the African American community for over 150 years.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim June 19, 2024 as **JUNETEENTH DAY** in Hernando County.

SECTION 2. The Board of County Commissioners urges all citizens to become more aware of the significance of this celebration in African American History and in the heritage of our nation and County.

ADOPTED in Regular Session this 11th day of June 2024, A.D.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Elizabeth Narverud
Chairperson

John Allocco
Commissioner

Brian Hawkins
Vice Chairman

Steve Champion
Commissioner

Jerry Campbell
Second Vice Chairman



Board of County Commissioners

Meeting: 06/11/2024
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 13909
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Resolution Proclaiming June 27, 2024, as Post-Traumatic Stress Disorder Awareness Day

BRIEF OVERVIEW

Received a request from Gregg Laskoski, Communications Director for K9 Partners for Patriots, Inc., for a resolution proclaiming June 27, 2024, as Post-Traumatic Stress Disorder Awareness Day in Hernando County. The attached resolution recognizes the work that K9 Partners for Patriots has done for veterans and active military suffering from Post-Traumatic Stress Disorder by giving them a second chance at life through the experience of training and caring for their own service dog.

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 June 27, 2024, as Post-Traumatic Stress Disorder Awareness Day in Hernando County.

REVIEW PROCESS

Pamela Hare	Approved	04/17/2024 12:40 PM
Heidi Kurppe	Approved	04/17/2024 1:51 PM
Toni Brady	Approved	04/18/2024 7:50 AM
Jeffrey Rogers	Approved	05/06/2024 10:04 PM
Colleen Conko	Approved	05/10/2024 11:16 AM

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

RESOLUTION 2024 –

WHEREAS, in 2010, former United States Senator Kent Conrad introduced a resolution designating June 27 as **National Post-Traumatic Stress Disorder Awareness Day**, and in 2011, **POST-TRAUMATIC STRESS DISORDER AWARENESS DAY** was expanded to the entire month of June; and

WHEREAS, Post-Traumatic Stress Disorder is a potentially debilitating mental health condition that is triggered by trauma; and

WHEREAS, Post-Traumatic Stress Disorder significantly increases the risk of depression, suicide, and drug and alcohol-related disorders and deaths, especially if left untreated; and

WHEREAS, many with Post-Traumatic Stress Disorder can be severely depressed and anxious for months or even years from the event; and

WHEREAS, *K9 Partners for Patriots* was founded in 2014 by Mary Peter and is a non-profit organization that has since given nearly 750 veterans and active military a second chance at life from Post-Traumatic Stress Disorder; and

WHEREAS, *K9 Partners for Patriots* is recognized by experts as a successful path forward for veterans enduring Post-Traumatic Stress Disorder and their service dogs, many which are themselves “rescued” from shelters and possible euthanasia; and

WHEREAS, *K9 Partners for Patriots* has earned the respect from Hernando County representatives, Florida representatives and members of Congress, law enforcement, veterinary communities, and thousands of Americans in Florida and nationwide.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaims June 27, 2024, as **POST-TRAUMATIC STRESS DISORDER AWARENESS DAY** in Hernando County.

SECTION 2. The Board of County Commissioners hereby recognize and applaud the efforts of *K9 Partners for Patriots* for giving veterans a second chance at life to reconnect with family, daily living skills and the community.

ADOPTED in Regular Session this 25th day of June 2024, A.D.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Elizabeth Narverud
Chairperson

John Allocco
Commissioner

Brian Hawkins
Vice Chairman

Steve Champion
Commissioner

Jerry Campbell
Second Vice Chairman



Board of County Commissioners

Meeting: 06/11/2024
Department: BCC Records
Prepared By: Heidi Kurppe
Initiator: Doug Chorvat
DOC ID: 14151
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Election of Value Adjustment Board Chairperson by County Governing Body

BRIEF OVERVIEW

The Department of Revenue (DOR) has provided clarification on the proper procedure for the appointment of the Value Adjustment Board (VAB) Chairperson.

The DOR has advised that they interpret Florida Statute Section 194.015 and Florida Administrative Code Section 12D-9.004 to direct that the Board of County Commissioners elect the two BOCC VAB Members AND elects the Chair to the VAB.

The Chairperson needs to be elected prior to the 2024 VAB Organizational Meeting currently scheduled for July 2024. Moving forward, the Chairperson will be elected during Board/Committee Assignments each year. The current commissioners on the Value Adjustment Board are Comm. John Allocco and Comm. Steve Champion.

FINANCIAL IMPACT

N/A

LEGAL NOTE

The Board is authorized to act in this matter pursuant to Section 194.015, Florida Statutes.

RECOMMENDATION

It is recommended that the Board of County Commissioners elect the Chairperson to the Value Adjustment Board from the two currently appointed commissioners, Commissioner John Allocco and Commissioner Steve Champion.

REVIEW PROCESS

Heidi Kurppe	Approved	06/05/2024	9:36 AM
Douglas Chorvat - FYI	Notified - FYI	06/05/2024	9:36 AM
Pamela Hare	Approved	06/05/2024	9:51 AM
Jon Jouben	Approved	06/05/2024	9:53 AM
Toni Brady	Approved	06/05/2024	10:21 AM
Colleen Conko	Approved	06/05/2024	10:29 AM



5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

Please Respond to:
Office of the General Counsel
Property Tax Oversight Legal Section
Post Office Box 6668
Tallahassee, Florida 32314-6668
steve.keller@floridarevenue.com

May 14, 2024

E-MAIL DELIVERY

From: Stephen J. Keller
Chief Legal Counsel for Property Tax Litigation and VAB Oversight,
Florida Department of Revenue (DOR)
To: Jon Moyle, Legal Counsel, Leon County Value Adjustment Board (VAB)
Mackenzie Baughn, Sr. Paralegal, Leon County Attorney's Office
Subject: Election of Chairperson for VAB by County Governing Body

Thank you for your emails on behalf of the Leon County Attorney's Office and several VABs in which you inquire about the election process for the value adjustment board chairperson. Your question to the Department is as follows:

- "Specifically, the pending question is who elects the chair of the VAB? The two possible choices are the county commission when "electing" two members of their commission to serve on the VAB or the VAB when convening and organizing at its annual organizational meeting."

According to s. 194.015, F.S., the VAB is composed of two members of the county's governing body, one of whom is elected as the *chairperson*. Section 194.015, F.S. creates the value adjustment boards:

"Value adjustment board.—There is hereby created a value adjustment board for each county, which shall consist of two members of the governing body of the county as elected from the membership of the board of said governing body, one of whom shall be elected chairperson, and one member of the school board as elected from the membership of the school board, and two citizen members, one of whom shall be appointed by the governing body of the county and must own homestead property within the county and one of whom must be appointed by the school board and must own a business occupying commercial space located within the school district. [...]"

You state it is unclear whether the VAB elects the chairperson at the first meeting or if the governing body does this beforehand. You indicate that the legislative history for s. 194.015, F.S. does not contain anything relevant.

The function of the statute is to create the value adjustment board, set forth that all members, including the chair, are elected and appointed by the county governing body and the school board.

For consistency, we read the word "elected" as action by the county governing body or school board. The statute states the county governing body shall elect two members to the VAB, then the statute says one of whom shall be elected chair. The statute proceeds to describe the school board member as "elected" by the school board. Nowhere in this statutory process does it suggest that the VAB elects a chair.

The Department's rule, 12D-9.004, F.A.C., tracks the statute and provides: "12D-9.004 Composition of the Value Adjustment Board.

"(1) Every county shall have a value adjustment board which consists of:

"(a) Two members of the governing body of the county, elected by the governing body from among its members, one of whom shall be elected as the chair of the value adjustment board;

...." (Emphasis supplied).

The election of the VAB chair by the county governing body also relieves the VAB of the task of beginning a meeting without an elected chair and then completing the election during the initial meeting, which would typically be the organizational meeting of the VAB.

SJK/sk

From: [Law Office of Holly E. Cosby, PA](#)
To: [Heidi Kurppe](#); [Patricia Tapia](#)
Subject: VAB Chair Appointment Process
Date: Friday, May 17, 2024 10:30:18 AM
Attachments: [Memo re BoCC Appointing VAB Chair My 2024.pdf](#)
Importance: High

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.

Good morning, Heidi and Patti

I am writing to let you know about a recent memo received from the Department of Revenue (DOR) and attached hereto, which addresses the proper procedure for the appointment of Value Adjustment Board (VAB) Chair. In previous years, there has been no direct guidance with regards to this issue, and I have provided guidance on this issue to the best of my knowledge and ability, which is and was consistent with VAB operations throughout the state. The DOR has now provided clarification on this issue, and we must alter our current procedures in order to comply with the direction provided by the DOR.

The DOR has advised in the attached memo that they read Florida Statute Section 194.015 and Florida Administrative Code Section 12D-9.004 to direct that the Board of County Commissioners (BoCC) elects the two BoCC VAB members **AND** elects the Chair to the VAB. As we now have direct guidance on this issue, we must now follow the direction as provided by the DOR. The attached memo has also been provided to the Florida Association of County Attorneys, Inc. by the DOR; by now, your County Attorney is probably also aware of this issue.

Moving forward, please ensure that each year the BoCC elects the VAB Chair during the same meeting that the BoCC elects its two VAB members. If the BoCC in your county will not be electing BoCC VAB members until after August, 2024, please reach out to the County Attorney's Office and/or the BoCC directly to ensure that this issue is placed on an agenda and formally addressed during an upcoming BoCC meeting [before August, 2024] so that the BoCC can elect a VAB Chair prior to the 2024 VAB Organizational Meeting.

Please let me know if you have any questions or concerns.

Respectfully,
Holly Cosby
VAB Counsel

HOLLY E. COSBY
LAW OFFICE OF HOLLY E. COSBY, P.A.
602 CENTER ROAD
FORT MYERS, FLORIDA 33907
(239) 931-0006
(239) 599-9115 (FAX)

This electronic message transmission and any associated files and/or attachments contains information from the Law Office of Holly E. Cosby, P.A. that is considered confidential or privileged. The information is intended solely for the recipient and use

by any other party is not authorized. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please permanently delete this information and notify me immediately. Additionally, however, Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure. Thank you.

From: [Law Office of Holly E. Cosby, PA](#)
To: [Heidi Kurppe](#); [Patricia Tapia](#)
Subject: RE: VAB Chair Appointment Process
Date: Friday, May 17, 2024 1:25:50 PM
Importance: High

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.

Good afternoon, again.

Some very important clarification questions were posed by one of my VAB clients, the answers to which I believe will be helpful to all. Therefore, I am forwarding the same to all VAB clients.

There is no need to request that your County's BoCC change the timing of their annual VAB BoCC appointments. At this time, the only matter of urgency is that the BoCC elect the VAB Chair from the current appointed BoCC VAB members, and prior to August, 2024.

Once the above is accomplished, when the BoCC appoints BoCC VAB members during the BoCC meeting when that regularly occurs [for many Counties, it is in December], the BoCC would also elect a VAB Chair from the newly appointed BoCC VAB members [for many Counties, it is in December]. Moving forward, the BoCC would elect VAB BoCC members and elect the VAB Chair during the same meeting, and at the time that the BoCC regularly makes their annual appointments.

I am hopeful that the above provides further clarification on this matter. As always, please let me know if you have any questions or concerns.

Very truly,
Holly Cosby
VAB Counsel

HOLLY E. COSBY
LAW OFFICE OF HOLLY E. COSBY, P.A.
602 CENTER ROAD
FORT MYERS, FLORIDA 33907
(239) 931-0006
(239) 599-9115 (FAX)

This electronic message transmission and any associated files and/or attachments contains information from the Law Office of Holly E. Cosby, P.A. that is considered confidential or privileged. The information is intended solely for the recipient and use by any other party is not authorized. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please permanently delete this information and notify me immediately. Additionally, however, Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure. Thank you.

From: Law Office of Holly E. Cosby, PA <holly@cosbylaw.com>
Sent: Friday, May 17, 2024 10:30 AM
To: Heidi Kurppe <hkurppe@hernandoclerk.org>; ptapia@hernandoclerk.org
Subject: VAB Chair Appointment Process
Importance: High

Good morning, Heidi and Patti

I am writing to let you know about a recent memo received from the Department of Revenue (DOR) and attached hereto, which addresses the proper procedure for the appointment of Value Adjustment Board (VAB) Chair. In previous years, there has been no direct guidance with regards to this issue, and I have provided guidance on this issue to the best of my knowledge and ability, which is and was consistent with VAB operations throughout the state. The DOR has now provided clarification on this issue, and we must alter our current procedures in order to comply with the direction provided by the DOR.

The DOR has advised in the attached memo that they read Florida Statute Section 194.015 and Florida Administrative Code Section 12D-9.004 to direct that the Board of County Commissioners (BoCC) elects the two BoCC VAB members **AND** elects the Chair to the VAB. As we now have direct guidance on this issue, we must now follow the direction as provided by the DOR. The attached memo has also been provided to the Florida Association of County Attorneys, Inc. by the DOR; by now, your County Attorney is probably also aware of this issue.

Moving forward, please ensure that each year the BoCC elects the VAB Chair during the same meeting that the BoCC elects its two VAB members. If the BoCC in your county will not be electing BoCC VAB members until after August, 2024, please reach out to the County Attorney's Office and/or the BoCC directly to ensure that this issue is placed on an agenda and formally addressed during an upcoming BoCC meeting [before August, 2024] so that the BoCC can elect a VAB Chair prior to the 2024 VAB Organizational Meeting.

Please let me know if you have any questions or concerns.

Respectfully,
Holly Cosby
VAB Counsel

HOLLY E. COSBY
LAW OFFICE OF HOLLY E. COSBY, P.A.
602 CENTER ROAD
FORT MYERS, FLORIDA 33907
(239) 931-0006
(239) 599-9115 (FAX)

This electronic message transmission and any associated files and/or attachments contains information from the Law Office of Holly E. Cosby, P.A. that is considered confidential or privileged. The information is intended solely for the recipient and use by any other party is not authorized. If you are not the intended recipient, be aware

that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please permanently delete this information and notify me immediately. Additionally, however, Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure. Thank you.



AGENDA ITEM

TITLE

FY 2025 Project Grant Agreement With Withlacoochee Regional Water Supply Authority for Local Government Water Supply and Conservation Funding Assistance Program and Associated Resolution

BRIEF OVERVIEW

The Hernando County Board of County Commissioners have, for the last two decades, approved an agreement with the Withlacoochee Regional Water Supply Authority (WRWSA) for financial assistance with the water resource protection and water conservation program. The Hernando County Utilities Department (HCUD) requests, for the Fiscal Year 2025 Budget, to the WRWSA Local Government Water Supply and Conservation Funding Assistance Program that totals \$92,500 with WRWSA to reimburse 50%, or \$46,250. The funding is used to support major elements of the HCUD water resource protection and water conservation programs.

Programming includes:

- Hernando County Student Education Program (Springs Coast Environmental Education Center & Gulf Coast Academy)
- Water Conservation Messaging Campaigns
- Community Education
- Water Conservation Incentive Programs (HCUD customers only.)

Details of each project are included in the attached documents. A requirement of the WRWSA Local Government Water Supply and Conservation Funding Assistance Program is a resolution of support from the Hernando Country Board of County Commissioners.

FINANCIAL IMPACT

Reimbursement from WRWSA will be received into:

Revenues:

Fund: 4111 - WRWSA Grant, **Department: 33711** - WRWSA Grant Revenue **Account: 3894713** in the amount of \$46,250

Expenses:

Fund: 4111 - WRWSA Grant, **Department: 33711** (Including HCUD match of \$46,250). The budget will be included in FY 2025.

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 Hernando County Utilities Department's application to the WRWSA FY25 Local Government Water Supply and Conservation Funding Assistance Program and approve and authorize the Chairperson's signature on the attached grant resolution of support.

REVIEW PROCESS

Katrina Tejera	Approved	05/23/2024	4:28 PM
Grace Sheppard	Approved	05/24/2024	8:06 AM
Gordon Onderdonk	Approved	05/24/2024	10:19 AM
Albert Bertram	Approved	05/24/2024	12:39 PM
Pamela Hare	Approved	05/30/2024	12:13 PM
Victoria Anderson	Approved	05/30/2024	12:16 PM
Heidi Kurppe	Approved	05/30/2024	3:09 PM
Toni Brady	Approved	06/03/2024	9:05 AM
Jeffrey Rogers	Approved	06/03/2024	12:02 PM
Colleen Conko	Approved	06/03/2024	12:31 PM

FY 2025 Conservation Project Budget

Hernando County Utilities Department Withlacoochee Regional Water Supply Authority Local Government Water Conservation Grant Program

Springs Coast Environmental Learning Center	\$5,000	
Gulf Coast Academy	\$4,500	
Water resource and conservation education Curriculum assistance.		Total: \$9,500
 Promotional Items & Workshops		
Materials for educational purposes, inserts, flyers, door hangers, packets for rebates and code enforcement. Items for Community events, workshops, presentations. Meeting Supplies; Florida Friendly Landscape Workshop, Springs Workshop and accessories Speaker stipends, venue rental, rain barrels		Total \$23,500
 Conservation Advertising Campaign		
Commercial media spots (television, radio, print) Spectrum/Charter streaming advertising Water conservation vehicle Wrap and water conservation magnetic signs for HCUD vehicles		Total \$18,000
 HCUD Customer (only) Resource Protection Programs		
To included incentives for participating in: HE Washing Machine, Rain Sensor Replacement, Low Flow Toilets, Rain Barrels, FFL Yard Certification. And/or programs such as, professional leak detection program, Sprinkler Check-up Program, High Efficiency Sprinkler Replacement Project, soil amendment Pilot project or water sense timer replacement		Total \$39,000
 Presentation/Workshop Equipment		
A/V equipment and other accessories	\$2,500	Total \$2,500
 TOTAL PROPOSED BUDGET		
WRWSA portion/share (50%)		TOTAL \$92,500 Total \$46,250

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER SUPPLY AND CONSERVATION FUNDING ASSISTANCE
PROGRAM**

DESCRIPTION OF PROPOSED PROJECT FOR FISCAL YEAR 2025

**HERNANDO COUNTY UTILITIES DEPARTMENT
WATER CONSERVATION AND WATER RESOURCE PROTECTION PROGRAM**

Overview

The Hernando County Utilities Department (HCUD) is one of the first local governments in the Southwest Florida Water Management District (SWFWMD) to establish an inverted or conservation water rate structure. Hernando County continues to endorse Ordinance 2010-15 which is a one day per week watering schedule. Average water use in the residential sector (single-family homes) ranges between 8000-10,000 gallons a month. Hernando County Utilities Department supplies safe potable water and wastewater services to over 80% of Hernando County. HCUD's customer accounts include residential, commercial, and industrial and total over 67,000 accounts and growing. Hernando County was also one of the first local governments to implement a rain sensor rebate program for customers. We have continued these incentive-based water conservation programs including, low flow toilets, rain sensor rebates, HE washing machine rebates, irrigation evaluation and audit programs, Florida Friendly certified landscapes, participation in Florida Friendly Landscaping programs and participate regionally in an irrigation evaluation and audit program with WRWSA member government partners. These programs, along with many others, show the deep commitment this utility has to the protection and conservation of Hernando County's water supply. Facebook Live and Zoom educational presentations. These are shown on the Hernando County Government's YouTube at: <https://www.youtube.com/channel/UCvW76oulWUK2sZpCFk5BB3A>

Information is collected from Hernando County residents and other water conservation program participants on types of programs that they believe are the most vital and important. We use this information to produce materials, presentations, workshops, and seminars. Much of our educational programming to virtual platforms. We will continue bringing in-person educational presentations and workshops the public in 2025. We have monthly rain barrel workshops in person. And our Florida Friendly Landscaping program has weekly virtual presentations on a variety of important topics.

Through the WRWSA Local Government Water Supply and Conservation Funding Assistance Program we support these educational efforts.

The assistance of the WRWSA Local Government Water Supply and Conservation Funding Assistance Program, all residents of Hernando County may benefit by the water conservation and water resources protection programs.

PURPOSE & PROPOSED INITIATIVES

Major elements of the program consist of:

- In-school education program (Springs Coast Environmental Education Center, Gulf Coast Academy of Science and Technology)

- Conservation Messaging Campaign
- Customer and Residents Incentive Programs
- Community educational presentations, workshops, and events.

In order to serve all of the citizens of Hernando County, those served by the county's utility system as well as those who use private wells or customers of the City of Brooksville, the county is applying to the WRWSA for funding assistance in the continued development and expansion of its water conservation and quality protection program.

Springs Coast Environmental Education Center (SCEEC)

The SWFWMD purchased Weeki Wachee Springs and the attraction property to be part of the Weeki Wachee Preserve. SWFWMD committed approximately \$750,000 to construct an environmental education center on the property, under the condition that the Hernando County School District supply teachers, curriculum, and equipment. The Hernando County Water and Sewer District (HCW&SD) Board and the Hernando County Board of County Commissioners have pledged to support this endeavor and have authorized a contribution to the Education Center. The doors of the unique learning center opened in April 2005. Initially it served only fourth grade students of Hernando County. SCEEC has expanded its reach to nearly all grade levels and regularly hosts thousands of Hernando County students. As with other Hernando County Schools, The Hernando County Utilities Department has specifically provided support for the development of a water resource/quality protection and water conservation module of the curriculum. By providing support to the center, the Utilities Department is allocating its resources to those skilled in working with students - teachers. In addition, creation of the curriculum module ensures that a consistent and continuing message will be embedded in the educational process. In FY 2008 we added the Gulf Coast Academy of Science and Technology to our student educational efforts. GCA is committed to providing an exceptional education through weekly field experiences integrated with a hands-on advanced middle school curriculum. (Budget item: Springs Coast Environmental Education Center, Gulf Coast Academy)

Water Conservation media messaging campaign:

This campaign includes radio and streamed television advertising. We provide all educational presentations to Hernando County's YouTube channel. This online presence has been very popular. Additionally, we provided water conservation messages other social media such as Facebook. The innovative and instructional media messages broaden public awareness and heightened the acceptance of water conservation was a way of life. Both the Hernando County Utilities Department and Withlacoochee Regional Water Supply Authority are listed in the media spots. (Budget items: commercial airtime, radio, and print media)

Water Conservation and Resource Protection Promotion and Workshops

This quote, "It is because of people that groundwater must be protected, but it is only through the efforts of people that it can be accomplished" describes the importance of bringing education to the public. This is accomplished through promotions, events such a rain barrels workshops, information stations and direct conservation/groundwater protection communication through customer bills. Both the Spring Workshop and the Florida Friendly Workshop are highlights of the effort to bring water conservation and water resource

protection education to the public. (Budget Item: Rain barrels, informational guides, workshops, signs)

Water Conservation (HCUD customers only) Incentive Programs:

Hernando County Utilities Department encourages our customers to conserve our valuable water supply through water bill rebates (and other incentives). Incentive programs: HE Washing Machine Rebate (\$100), Rain Sensor Rebate Program (\$75.00), Low-Flow Toilet Replacement Program (\$125.00) and promotion of Florida Friendly Landscaping workshop, where customer attendees receive a “tuition” reimbursement on their water bill. Incentives also help further the promotion of Hernando County’s Florida Friendly Landscaping (FFL) program. Customer rebates include a \$30 rebate for participating in the FFL rain barrel workshops and another \$25 rebate is available for certifying their landscape as a Florida Friendly Landscape. Outdoor water conservation projects/programs/incentives may include professional leak detection project, sprinkler checkup program, high efficiency irrigation nozzles, water sense timer replacements and/or potential pilot project for sustainability through inclusion of soil amendments incentive.

CONCLUSION

The above elements of the Hernando County Utilities Department’s Water Conservation/Water Resource Program are diverse and purposefully set up that way. An effective water conservation program for a public supply utility must reach all its customers and must strive to change behavior and attitudes towards conservation and protection of water resources in order to affect reliable, long-term results. This must be accomplished through a multi-functional approach including education, outreach, and financial incentives.

IMPLEMENTATION SCHEDULE

All the above projects and initiatives will be ongoing throughout Fiscal Year 2025. Funds from the current (FY2024) WRWSA assistance program will be encumbered by September 30, 2024. This meets the requirement to submit funding request for 2025 fiscal year. The water conservation initiatives for FY 2025 will begin October 1, 2024 and conclude with all grant assistance funds being encumbered by September 30, 2025.



FY 2024-25

WATER SUPPLY AND CONSERVATION GRANT APPLICATION FORM:

Name of applicant:

Hernando County Utilities Department

Provide a short description of the proposed water conservation project in the text box below:

Hernando County Utilities Department (HCUD) promotes and produces dynamic, innovative, effective water conservation, water resource protection programs. These have led Hernando County to lower the per capita water use requirements below the 150 gallons per person per day regulation of Southwest Florida Water Management District.

Projects:
In-School education programs,
Conservation messaging campaign and promotions
Water conservation incentive programs for HCUD customers

List previous grants received from WRWSA in the previous 3 fiscal years and date completed:

FY 2021 Closed September 30, 2021
FY 2022 Closed September 30, 2022
FY 2023 Closed September 30, 2023

Attachments to application:

1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

Return Application to:

Suzannah J. Folsom, Executive Director
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

Deadline: June 30, 2024, 5:00 p.m. EST

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER SUPPLY AND CONSERVATION
FUNDING ASSISTANCE PROGRAM

PROJECT GRANT AGREEMENT

This Agreement is made and entered into this ____ day _____, 2024, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and _____, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development of the " _____ WATER SUPPLY AND CONSERVATION PROGRAM". In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.713(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of water conservation programs by a member government is the primary purpose of the project known as the " _____ WATER SUPPLY AND CONSERVATION PROGRAM" (hereinafter called the "PROJECT"), and enters into this Agreement with the GRANTEE for assisting in the funding of water conservation programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit "A" and made a part hereof.

2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE's contract documents executed for the PROJECT and the third party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, the sum of \$ _____ of the proposed \$ _____ total budget cost for the PROJECT.

B. The GRANTEE shall pay PROJECT costs prior to requesting reimbursement from the AUTHORITY. The AUTHORITY shall reimburse the GRANTEE for fifty percent (50%) of all allowable costs in each approved invoice based upon the listed tasks contained in Exhibit "A", not to exceed the sum of \$ _____ as identified in paragraph 3.A. above. Reimbursement requests must include all documentation required by the AUTHORITY for proper audit review and the GRANTEE shall certify that the request for payment is appropriate and that said task or portion thereof has been completed.

C. The GRANTEE shall provide the AUTHORITY with a schedule and description of "tasks" for the PROJECT with the cost associated with each task set forth.

D. The Grantee shall submit a final PROJECT reimbursement request after completion of the project, which shall be no later than September 30, 2025. The final reimbursement request

must be submitted no later than December 31, 2025. Requests submitted after December 31, 2025 shall not be considered for reimbursement.

E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE's adopted procurement procedures.

5. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

6. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT within the retention period.

7. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT elements on or before September 30, 2025. The completion date may be extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

8. The AUTHORITY's Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE's Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

9. The Executive Director shall have the authority to approve budget changes within individual tasks up to a total amount not to exceed TEN PERCENT (10%) of total project costs without Board approval.

10. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

11. Each party hereto agrees that it shall be solely responsible for the 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 §768.28, Florida Statutes.

12. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE's contract will include this provision in all subcontracts issued as a result of this Agreement.

13. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

14. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

15. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

16. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE 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.

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

18. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

19. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

20. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, 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 §287.017, Florida Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

21. A copy of the audit and attestation as required in Paragraph 19 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 7 or as extended by the AUTHORITY.

22. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY

By: _____
JEFF KINNARD
Chair

ATTEST:

By: _____
SUZANNAH J. FOLSOM
Executive Director

_____, a political Subdivision of
the State of Florida

By: _____

Chair

ATTEST:

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
_____ for the Grantee

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Attorney for Authority

RESOLUTION NO. 2024-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, SITTING AS THE GOVERNING BOARD OF THE HERNANDO COUNTY WATER AND SEWER DISTRICT, SUPPORTING THE HERNANDO COUNTY UTILITIES DEPARTMENT'S "LOCAL GOVERNMENT WATER SUPPLY AND CONSERVATION FUNDING ASSISTANCE PROGRAM" APPLICATION TO THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY FOR THE DEVELOPMENT OF A COUNTYWIDE WATER CONSERVATION AND QUALITY PROTECTION PROGRAM; AUTHORIZING THE CHAIRMAN TO EXECUTE THE APPLICATION AND ANY RELATED DOCUMENTS THAT MAY BE REQUIRED; AUTHORIZING THE DIRECTOR OF THE UTILITIES DEPARTMENT TO DESIGNATE APPROPRIATE STAFF TO PERFORM THE TECHNICAL, FINANCIAL AND ADMINISTRATIVE ACTIVITIES ASSOCIATED HEREWITH; PROVIDING THAT THIS RESOLUTION SUPERSEDE PRIOR ACTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

WHEREAS, the Hernando County Water and Sewer District (the "District") was created by ordinance and established in all of the unincorporated area of the county; and

WHEREAS, the Hernando County Board of Commissioners (the "Board") is the Governing Board of the District; and,

WHEREAS, the Hernando County Utilities Department (the "HCUD") is responsible for the operation and maintenance of the water and wastewater facilities and infrastructure of the county; and,

WHEREAS, the Board recognized that in order to protect the water resources of unincorporated Hernando County and to properly plan for the future needs of its citizens, the establishment of a Water Conservation and Water Resource Protection Program for the County and the District is essential; and,

WHEREAS, the Southwest Florida Water Management District (the "SWFWMD") has identified water conservation as an essential planning and protection element of its water resource management program; and,

WHEREAS, the Withlacoochee Regional Water Supply Authority (the "Authority") was established, of which Hernando County is a member, to help ensure that an adequate and safe supply of water is available for the citizens of the region and the county; and,

WHEREAS, the Authority has established the "Local Government Water Supply and Conservation Funding Assistance Program" to which a member may apply for cooperative funding for water supply projects or projects relating to the development of water supply; and,

WHEREAS, the Authority has determined that the establishment and development of water conservation programs support and further the intention of the water supply development of the region; and,

WHEREAS, the HCUD has submitted an application to the Authority's funding assistance program to seek financial assistance in the development of a countywide water conservation program (the "Project") in order to provide

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA:

SECTION 1. The above recitals are incorporated herein by reference and made a part hereof.

SECTION 2. The Board of County Commissioners ("Board") hereby gives its official support for the Hernando County Utilities Department to submit an application to the Withlacoochee Regional Water Supply Authority for cooperative funding in the development of the County's water conservation program.

SECTION 3. The Board, in order to meet the terms of the financial assistance program, agrees to budget and expend on the Project an amount equal to or greater than the required fifty percent (50%) matching funds as required by the program.

SECTION 4. The Board understands and agrees that it shall expend its required matching funds prior to the Authority expending its fifty percent (50%) match for the Project.

SECTION 5. The Board hereby authorizes its Chairman to execute the referenced Application and the Board further authorizes its Chairman to execute such additional documents including, compliance assurances and related documentation required by the Authority in connection with the foregoing.

SECTION 6. The Board further authorizes HCUD, Director Gordon Onderdonk, to designate appropriate staff to perform the technical, financial and administrative activities associated herewith.

SECTION 7. In the event of any conflict between this Resolution and any prior resolution or actions of the Board, this Resolution shall supersede and control.

SECTION 8. If any section or part of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

SECTION 9. This Resolution shall take effect immediately upon its adoption.

**ADOPTED IN REGULAR SESSION THIS ____ DAY OF JUNE 2024
IN BROOKSVILLE, FLORIDA.**

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
Douglas A. Chorvat, JR.
Clerk of Court &
Comptroller

By: _____
Elizabeth Narverud
Chairperson

(SEAL)

Approved for Form and
Legal Sufficiency

By: Victoria Anderson

SUNGARD PENTAMATION
 DATE: 05/24/2024
 TIME: 11:14:31

HERNANDO CO BOARD OF CO COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTA11

SELECTION CRITERIA: orgn.fund='4111' and expLedgr.key_orgn='33711'
 ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4111 HERNANDO COUNTY UTILITIES
 DEPARTMENT-33711 WRWSA H2O CONS-QUAL
 1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304004	TRAVEL & PER DIEM-CLASS	.00	.00	.00	.00	.00	.00
5304005	TRAVEL & PER DIEM-GRANTS	.00	.00	.00	.00	.00	.00
5304205	POSTAGE AND FREIGHT	.00	.00	.00	.00	.00	.00
5304305	UTILITY SRV-CONS REBATE	.00	.00	.00	.00	.00	.00
5304801	PROMOTIONAL ACTIVITIES	.00	.00	.00	.00	.00	.00
5304902	ADVERTISING-OTHER	.00	.00	.00	.00	.00	.00
5305201	OPERATING SUPPLIES	.00	.00	.00	.00	.00	.00
5305506	EDUC-TRAINING & TUITION	.00	.00	.00	.00	.00	.00
5305901	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
TOTAL * OPERATING EXPENSES		.00	.00	.00	.00	.00	.00
1ST SUBTOTAL-580 * GRANTS & AID							
5808811	AID-EDUCATION	.00	.00	.00	.00	.00	.00
TOTAL * GRANTS & AID		.00	.00	.00	.00	.00	.00
TOTAL WRWSA H2O CONS-QUAL		.00	.00	.00	.00	.00	.00
TOTAL HERNANDO COUNTY UTILITI		.00	.00	.00	.00	.00	.00
TOTAL REPORT							
		.00	.00	.00	.00	.00	.00

SUNGARD PENTAMATION
DATE: 05/24/2024
TIME: 11:09:26

HERNANDO CO BOARD OF CO COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
REVSTA11

SELECTION CRITERIA: orgn.fund='4111' and revledgr.key_orgn='33711'
ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4111 HERNANDO COUNTY UTILITIES
DEPARTMENT-33711 WRWSA H20 CONS-QUAL
1ST SUBTOTAL-38 * OTHER SOURCES

ACCOUNT - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3894713	WRWSA H20 CNS-QUAL PGM I	.00	.00	.00	.00	.00	.00
TOTAL *	OTHER SOURCES	.00	.00	.00	.00	.00	.00
1ST SUBTOTAL-399 TRNSF-TO/FROM SAME FUND							
3994111	TRANSFER/HCUD	.00	.00	.00	.00	.00	.00
TOTAL TRNSF-TO/FROM SAME FUND		.00	.00	.00	.00	.00	.00
TOTAL WRWSA H20 CONS-QUAL		.00	.00	.00	.00	.00	.00
TOTAL HERNANDO COUNTY UTILITI		.00	.00	.00	.00	.00	.00
TOTAL REPORT		.00	.00	.00	.00	.00	.00



AGENDA ITEM

TITLE

Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory

BRIEF OVERVIEW

Fleet Management has prepared a listing of tangible property subject to disposal. Fleet Management did not receive any requests for transfer or donation. Public auction will follow upon approval from the Board.

In accordance with Florida Statute 274.07, "Authority for the disposal of property shall be recorded in the minutes of the governmental unit." Attached is listing of County property that has been requested to be removed from inventory and the reason for disposal is listed next to each item.

FINANCIAL IMPACT

The sale of surplus vehicles is an essential revenue stream for the Fleet Replacement Fund (5081). The budgeted revenue for the sale of surplus is:

Revenue:

Fund: 5081 - Fleet Replacement Program, **Account: 3641064** - Sale of Surplus Equipment.

LEGAL NOTE

The Board has the authority to act on this matter pursuant to Section 274.05 and Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended the Board approve the items from the attached list to be declared as surplus, auctioned, and removed from the County's fixed asset inventory.

REVIEW PROCESS

Gordon Onderdonk	Approved	05/03/2024	3:54 PM
Albert Bertram	Approved	05/06/2024	2:41 PM
Pamela Hare	Escalated	05/08/2024	5:26 PM
Lisa Morgan	Approved	05/09/2024	8:33 AM
Victoria Anderson	Approved	05/09/2024	8:34 AM
Heidi Kurppe	Approved	05/09/2024	11:47 AM
Toni Brady	Approved	05/09/2024	3:15 PM
Jeffrey Rogers	Approved	05/09/2024	10:27 PM
Colleen Conko	Approved	05/13/2024	5:03 PM

Surplus Vehicles and Equipment

Asset ID	Plate number	Year	Description	Serial #	Mileage / Hours	Reason for Action	BOCC Board mtg date
15176	TA9797	2008	Ford F150 4x4	1FTRF14W68KE88185	51,861	meets replacement criteria	06/11/24
15143	TA3597	2007	Ford Ranger	1FTYR10U47PA87470	72,806	meets replacement criteria	06/11/24
13965	222326	2005	Ford F150	1FTRF12295NB49253	73,736	meets replacement criteria	06/11/24
18852	217288	2014	International 4300 medic	3HAMNAAL4EL755689	245,318	meets replacement criteria	06/11/24
16284	12345	2008	Rocket International trailer	4YBAB30298F003494	n/a	meets replacement criteria	06/11/24
20002	TE6252	2016	Freightliner 114SD	1FVHG3CY6GHHN3875	171,168	meets replacement criteria	06/11/24

SUNGARD PENTAMATION
 DATE: 05/03/2024
 TIME: 16:32:33

HERNANDO CO BOARD OF CO COMMISSIONERS
REVENUE STATUS REPORT

PAGE NUMBER: 1
 REVSTA11

SELECTION CRITERIA: orgn.fund='5081'
ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-5081 FLEET REPLACEMENT PROGRAM
DEPARTMENT- TITLE NOT FOUND
 1ST SUBTOTAL-34 * CHARGES FOR SERVICES

ACCOUNT - - - -	TITLE - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3412016	INT SVC-FLEET CAP RECOV	3,354,161.00	.00	.00	1,934,994.15	1,419,166.85	57.69
3412025	INT SVC-GPS TRACKING SYS	.00	.00	.00	19,581.50	-19,581.50	.00
3412030	INT SVC-INSURANCE CHARGE	700,000.00	.00	.00	298,898.04	401,101.96	42.70
3413001	ADMINISTRATIVE FEES	130,000.00	.00	.00	93,660.00	36,340.00	72.05
TOTAL * CHARGES FOR SERVICES		4,184,161.00	.00	.00	2,347,133.69	1,837,027.31	56.10
1ST SUBTOTAL-36 * MISCELLANEOUS REVENUE							
3641064	SALE OF SURPLUS EQUIPMEN	146,035.00	.00	.00	153,194.32	-7,159.32	104.90
3699700	INSURANCE PROCEEDS	.00	.00	.00	820.00	-820.00	.00
TOTAL * MISCELLANEOUS REVENUE		146,035.00	.00	.00	154,014.32	-7,979.32	105.46
1ST SUBTOTAL-361 * MISC REV-INTEREST							
3611500	INTEREST-INVESTMENTS	.00	.00	.00	5,176.04	-5,176.04	.00
TOTAL * MISC REV-INTEREST		.00	.00	.00	5,176.04	-5,176.04	.00
1ST SUBTOTAL-38 * OTHER SOURCES							
3815071	TRANSFER/VEHICLE MAINT	.00	.00	.00	8,399.60	-8,399.60	.00
3840006	PROCEEDS FROM LOC	9,057,056.00	.00	.00	.00	9,057,056.00	.00
3899010	ENCUMBRANCES	5,165,103.00	.00	.00	.00	5,165,103.00	.00
3899090	BALANCE FORWARD-CASH	68,402.00	.00	.00	.00	68,402.00	.00
TOTAL * OTHER SOURCES		14,290,561.00	.00	.00	8,399.60	14,282,161.40	.06
TOTAL TITLE NOT FOUND		18,620,757.00	.00	.00	2,514,723.65	16,106,033.35	13.50
TOTAL FLEET REPLACEMENT PROGR		18,620,757.00	.00	.00	2,514,723.65	16,106,033.35	13.50
TOTAL REPORT		18,620,757.00	.00	.00	2,514,723.65	16,106,033.35	13.50



Board of County Commissioners

Meeting: 06/11/2024
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 14033
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Transmittal of List of Accounts Payable Disbursements for Weeks Ended May 10, 2024, and May 17, 2024

BRIEF OVERVIEW

Transmittal of List of Accounts Payable Disbursements for weeks ending May 10, 2024, and May 17, 2024.

In addition to the check registers, the total Board of County Commissioners payroll disbursements for payroll checks dated May 21, 2024, was \$1,612,564.30.

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 May 10, 2024, and May 17, 2024.

REVIEW PROCESS

Douglas Chorvat - FYI	Notified - FYI	05/23/2024	9:02 AM
Pamela Hare	Approved	05/30/2024	9:24 AM
Heidi Kurppe	Disapprove	05/30/2024	10:59 AM
Josh Stringfellow	Approved	05/30/2024	2:22 PM
Douglas Chorvat - FYI	Notified - FYI	05/30/2024	2:22 PM
Pamela Hare	Approved	05/30/2024	2:41 PM
Heidi Kurppe	Approved	05/30/2024	3:24 PM
Toni Brady	Approved	06/03/2024	8:51 AM
Jeffrey Rogers	Approved	06/03/2024	1:01 PM
Colleen Conko	Approved	06/03/2024	2:16 PM

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276491	05/10/2024	AMERICAN BIO-WASTE SOLUTIONS	00196420 MAR 2024	108106	\$1,108.00
276492	05/10/2024	BARBARA SHELTON	TRAP REFUND	64631048	\$25.00
276493	05/10/2024	BERYL PROJECT ENGINEERING LLC	REFUND FROM STRIPE	12785	\$100.76
276494	05/10/2024	BRUCE TAYLOR	REIMB 6470 TREEHAVEN	3/27/2024	\$114.35
276495	05/10/2024	CALL EM ALL LLC	854758 MARCH 24	94335	\$70.14
276496	05/10/2024	CARLOS A SAAVEDRA	MULCH HAULING FROM WEST H	2461	\$18,850.00
276497	05/10/2024	CATHERINE JURMAN	REIMB PLUMB 2/16/24	2-28-24	\$100.00
276498	05/10/2024	CENTRAL FLORIDA LAND SERVICES INC	DEMO OF A 1981 SINGLE WID	3465	\$4,998.00
276499	05/10/2024	CENTRISYS CORPORATION	3 MONTH RENTAL EXTENSION	PSI-33876	\$30,000.00
276499	05/10/2024	CENTRISYS CORPORATION	CENTRIFUGE MACHINE REPAIR	PSI-33879	\$121,812.49
276500	05/10/2024	CENTURYLINK	311272835 4/16-5/15	311272835G4	\$58.25
276501	05/10/2024	CHARLIES PLUMBING INC	PLUMBING MATERIALS AS NEE	147907	\$29.99
276501	05/10/2024	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	147907	\$80.00
276502	05/10/2024	CHARTER COMMUNICATIONS	169290201 4/21-5/20	169290201G4	\$210.99
276503	05/10/2024	CIT BANK NA	4/10-05/09/24 CPR LSE	44621990	\$128.23
276503	05/10/2024	CIT BANK NA	4/10-05/09/24 CPR LSE	44621991	\$118.21
276503	05/10/2024	CIT BANK NA	4/10-05/09/24 CPR LSE	44621993	\$118.21
276503	05/10/2024	CIT BANK NA	COLOR COPIES \$.04533 PER	44621991	\$42.26
276503	05/10/2024	CIT BANK NA	COPIES BLACK AND WHITE AT	44621991	\$17.57
276503	05/10/2024	CIT BANK NA	COPIES, BLACK AND WHITE \$	44621993	\$60.08
276503	05/10/2024	CIT BANK NA	COPIES, BLACK AND WHITE C	44621990	\$4.58
276503	05/10/2024	CIT BANK NA	COPIES, COLOR COPIES \$.04	44621993	\$29.35
276503	05/10/2024	CIT BANK NA	COPIES-COLOR AT \$.04533 P	44621990	\$54.49
276504	05/10/2024	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-177237	\$110.32
276505	05/10/2024	CITY OF BROOKSVILLE	1021630038-14	1021630038G4	\$254.53
276505	05/10/2024	CITY OF BROOKSVILLE	1040871000-10	1040871000G4	\$63.36
276505	05/10/2024	CITY OF BROOKSVILLE	1050377500-0	1050377500F4	\$61.72
276505	05/10/2024	CITY OF BROOKSVILLE	1050415031-12	1050415031G4	\$1,657.67
276505	05/10/2024	CITY OF BROOKSVILLE	1050420000-12	1050420000G4	\$135.01
276505	05/10/2024	CITY OF BROOKSVILLE	1067491041-11	1067491041G4	\$499.38
276505	05/10/2024	CITY OF BROOKSVILLE	1067491100-10	1067491100G4	\$310.44
276505	05/10/2024	CITY OF BROOKSVILLE	1150897500-11	1150897500G4	\$4.66
276505	05/10/2024	CITY OF BROOKSVILLE	1150905001-11	1150905001G4	\$2,055.25
276505	05/10/2024	CITY OF BROOKSVILLE	1180468000-0	1180468000F4	\$323.44
276505	05/10/2024	CITY OF BROOKSVILLE	1200050040-12	1200050040F4	\$59.46
276505	05/10/2024	CITY OF BROOKSVILLE	1223334001-11	1223334001F4	\$693.77
276505	05/10/2024	CITY OF BROOKSVILLE	1223350032-13	1223350032F4	\$64.79
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING AND GROUND MAINTEN	3881	\$5,700.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 1 - 1	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 11 -	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 12 -	3882	\$100.00

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 13 -	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 2 - 3	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 3 - 1	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 4 - 5	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 5 - 9	3882	\$120.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 7 - 2	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 8 - 3	3882	\$100.00
276506	05/10/2024	CLEAR CUT LAWN CARE & LANDSCAPING	MOWING, STATION NO. 9 - 2	3882	\$100.00
276507	05/10/2024	COUNTRY CLUB CARS OF FL INC	GOLFCART REPLACEMENT	5833899	\$9,600.00
276508	05/10/2024	CREATIVE ENVIRONMENTAL SOLUTION INC	INSTALL & SAMPLE MONITORI	13579	\$11,000.00
276509	05/10/2024	CREMATION & MEMORIAL SOCIETY OF FL	3/24 CREMATION SVCS	10799	\$345.00
276509	05/10/2024	CREMATION & MEMORIAL SOCIETY OF FL	3/26/24 BIOMEDICAL PU	10883	\$50.00
276510	05/10/2024	CUMMINS INC	OUTSIDE REPAIR AS NEEDED	B5-41743	\$4,262.71
276511	05/10/2024	CURTIS W GADOW	PROCESS SERVICE	20240001	\$50.00
276512	05/10/2024	DAVIES CLAIMS NORTH AMERICA, INC	3/24 BANK STATEMENT	4/1/2024	\$18,863.53
276512	05/10/2024	DAVIES CLAIMS NORTH AMERICA, INC	3RD QTR W/C ADMIN FEE	CI-00365	\$7,725.00
276513	05/10/2024	DB CIVIL CONSTRUCTION LLC	23-CG0039 MULTI SW LA	PAYREQ#3	\$59,340.34
276513	05/10/2024	DB CIVIL CONSTRUCTION LLC	23-CG0039 RETAINAGE	PAYREQ#3	(\$2,967.02)
276514	05/10/2024	DEREK ORIGON	AIRPORT 4/20/24	81255	\$120.00
276515	05/10/2024	DONALD K HOWARD	AIRPORT 3/30	80958	\$120.00
276519	05/10/2024	DUKE ENERGY	9100 8502 2419	85022419G4	\$38.18
276519	05/10/2024	DUKE ENERGY	9100 8502 2568	85022568G4	\$193.66
276519	05/10/2024	DUKE ENERGY	9100 8502 2683	85022683F4	\$44.84
276519	05/10/2024	DUKE ENERGY	9100 8506 7008	85067008F4	\$470.71
276519	05/10/2024	DUKE ENERGY	9100 8506 7321	85067321G4	\$5,254.39
276519	05/10/2024	DUKE ENERGY	9100 8506 7793	85067793F4	\$248.46
276519	05/10/2024	DUKE ENERGY	9100 8506 7925	85067925G4	\$56.29
276519	05/10/2024	DUKE ENERGY	9100 8506 8075	85068075F4	\$931.37
276519	05/10/2024	DUKE ENERGY	9100 8506 8364	85068364F4	\$703.36
276519	05/10/2024	DUKE ENERGY	9100 8506 8520	85068520F4	\$56.44
276519	05/10/2024	DUKE ENERGY	9100 8506 8687	85068687F4	\$1,113.68
276519	05/10/2024	DUKE ENERGY	9100 8506 8835	85068835F4	\$196.41
276519	05/10/2024	DUKE ENERGY	9100 8506 8942	85068942F4	\$97.74
276519	05/10/2024	DUKE ENERGY	9100 8506 9307	85069307G4	\$49.14
276519	05/10/2024	DUKE ENERGY	9100 8506 9604	85069604G4	\$44.28
276519	05/10/2024	DUKE ENERGY	9100 8507 0102	85070102G4	\$42.59
276519	05/10/2024	DUKE ENERGY	9100 8507 0251	85070251G4	\$32.42
276519	05/10/2024	DUKE ENERGY	9100 8507 0566	85070566F4	\$212.57
276519	05/10/2024	DUKE ENERGY	9100 8507 0962	85070962G4	\$391.85
276519	05/10/2024	DUKE ENERGY	9100 8511 1104	85111104F4	\$148.17
276519	05/10/2024	DUKE ENERGY	9100 8511 1419	85111419F4	\$30.80

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276519	05/10/2024	DUKE ENERGY	9100 8511 1758	85111758F4	\$360.61
276519	05/10/2024	DUKE ENERGY	9100 8511 2064	85112064F4	\$590.38
276519	05/10/2024	DUKE ENERGY	9100 8511 2197	85112197G4	\$61.62
276519	05/10/2024	DUKE ENERGY	9100 8511 2353	85112353G4	\$42.39
276519	05/10/2024	DUKE ENERGY	9100 8511 2519	85112519G4	\$698.56
276519	05/10/2024	DUKE ENERGY	9100 8511 2808	85112808F4	\$294.56
276519	05/10/2024	DUKE ENERGY	9100 8511 2973	85112973G4	\$315.69
276519	05/10/2024	DUKE ENERGY	9100 8511 3130	85113130F4	\$776.62
276519	05/10/2024	DUKE ENERGY	9100 8511 3304	85113304G4	\$349.64
276519	05/10/2024	DUKE ENERGY	9100 8511 3776	85113776G4	\$303.06
276519	05/10/2024	DUKE ENERGY	9100 8511 3908	85113908G4	\$992.67
276519	05/10/2024	DUKE ENERGY	9100 8511 4066	85114066F4	\$120.99
276519	05/10/2024	DUKE ENERGY	9100 8511 4363	85114363F4	\$62.84
276519	05/10/2024	DUKE ENERGY	9100 8551 9386	85519386F4	\$283.19
276519	05/10/2024	DUKE ENERGY	9100 8551 9568	85519568F4	\$388.29
276519	05/10/2024	DUKE ENERGY	9100 8551 9708	85519708F4	\$1,483.37
276519	05/10/2024	DUKE ENERGY	9100 8551 9873	85519873F4	\$90.02
276519	05/10/2024	DUKE ENERGY	9100 8552 0058	85520058F4	\$107.28
276519	05/10/2024	DUKE ENERGY	9100 8552 0248	85520248F4	\$32.43
276519	05/10/2024	DUKE ENERGY	9100 8552 0397	85520397F4	\$47.06
276519	05/10/2024	DUKE ENERGY	9100 8552 0553	85520553F4	\$30.80
276519	05/10/2024	DUKE ENERGY	9100 8552 0701	85520701F4	\$87.51
276519	05/10/2024	DUKE ENERGY	9100 8552 0884	85520884F4	\$64.07
276519	05/10/2024	DUKE ENERGY	9100 8552 1059	85521059F4	\$72.62
276519	05/10/2024	DUKE ENERGY	9100 8552 1249	85521249F4	\$48.36
276519	05/10/2024	DUKE ENERGY	9100 8552 1421	85521421F4	\$578.18
276519	05/10/2024	DUKE ENERGY	9100 8552 1603	85521603F4	\$108.25
276519	05/10/2024	DUKE ENERGY	9100 8552 1778	85521778G4	\$14.60
276519	05/10/2024	DUKE ENERGY	9100 8552 1934	85521934G4	\$70.89
276519	05/10/2024	DUKE ENERGY	9100 8552 2092	85522092G4	\$138.00
276519	05/10/2024	DUKE ENERGY	9100 8601 4273	86014273G4	\$96.63
276519	05/10/2024	DUKE ENERGY	9100 8601 4447	86014447G4	\$60.45
276519	05/10/2024	DUKE ENERGY	9100 8601 4637	86014637G4	\$22.45
276519	05/10/2024	DUKE ENERGY	9100 8601 4819	86014819G4	\$47.89
276519	05/10/2024	DUKE ENERGY	9100 8601 4968	86014968G4	\$71.23
276519	05/10/2024	DUKE ENERGY	9100 8605 5149	86055149G4	\$64.23
276519	05/10/2024	DUKE ENERGY	9100 8605 5321	86055321G4	\$88.85
276519	05/10/2024	DUKE ENERGY	9100 8605 5503	86055503G4	\$150.78
276519	05/10/2024	DUKE ENERGY	9100 8740 0166	87400166G4	\$30.80
276519	05/10/2024	DUKE ENERGY	9100 8920 5486	89205486G4	\$1,907.97
276519	05/10/2024	DUKE ENERGY	9100 9560 1897	95601897F4	\$25.89
276519	05/10/2024	DUKE ENERGY	9101 2871 1663	28711663G4	\$109.14

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276519	05/10/2024	DUKE ENERGY	9101 2873 2866	28732866G4	\$63.58
276519	05/10/2024	DUKE ENERGY	9101 2873 9079	28739079G4	\$102.29
276519	05/10/2024	DUKE ENERGY	9101 2873 9251	28739251G4	\$57.17
276520	05/10/2024	EXECUTIVE TITLE SERVICES	24-034 FY21/22 CHACON	CHACON Z	\$25,000.00
276521	05/10/2024	FLORIDA ASSOCIATION OF COUNTY	2024 MEMBERSHIP DUES	3-31-24	\$450.00
276522	05/10/2024	FRIENDS OF THE LIBRARY OF HERNANDO	DED:122 LIBRARY	PAY460P	\$8.00
276523	05/10/2024	FRIENDS RECYCLING LLC	RECYCLABLE PROCESSING	3312024	\$16,165.71
276524	05/10/2024	GAMCO PROPERTIES III INC	MOWING, SPRING HILL RESID	2563	\$6,200.00
276525	05/10/2024	HACH COMPANY	MATERIALS, SEWER LAB TEST	13959152	\$158.00
276526	05/10/2024	HAGERTY CONSULTING INC	DISASTER RECOVERY SERVICE	12756	\$6,015.00
276527	05/10/2024	HERNANDO COUNTY HOUSING AUTHORITY	HHS RENT JAN24-MAR 24	18083	\$5,970.26
276528	05/10/2024	HERNANDO COUNTY TAX COLLECTOR	TAX DEED	4-1-24	\$425.00
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	AC00028-08	AC0002808F4	\$181.34
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	AC00050-01	AC0005001F4	\$193.83
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	AC00083-00	AC0008300F4	\$472.26
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	AC00102-00	AC0010200F4	\$21.99
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	BZ00047-00	BZ0004700F4	\$84.46
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	HA00005-00	HA0000500F4	\$37.07
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	RC00031-00	RC0003100F4	\$24.86
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	RC00034-00	RC0003400F4	\$26.38
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	RM01171-01	RM0117101F4	\$14.54
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	RS00003-00	RS0000300F4	\$22.98
276529	05/10/2024	HERNANDO COUNTY UTILITIES DEPT	RS00018-00	RS0001800F4	\$9.57
276530	05/10/2024	HOME LAND TITLE INC	OE 13350 BANYAN RD	2024-14129	\$125.00
276530	05/10/2024	HOME LAND TITLE INC	OE 17016 WISCON RD	2023-13797	\$50.00
276530	05/10/2024	HOME LAND TITLE INC	OE 25336 ONEAL RD	2024-14133	\$125.00
276530	05/10/2024	HOME LAND TITLE INC	OE 3219 WELSH ST	2024-14131	\$125.00
276530	05/10/2024	HOME LAND TITLE INC	OE 6096 DREW ST	2024-14130	\$125.00
276530	05/10/2024	HOME LAND TITLE INC	OE 8012 MISSION ST	2024-14132	\$125.00
276530	05/10/2024	HOME LAND TITLE INC	OE 9187 GENEVA ST	2024-14128	\$125.00
276531	05/10/2024	HOME LAND TITLE INC	24-035 FY21-22 COOKSE	COOKSEY C	\$25,000.00
276532	05/10/2024	HQ COMPOST HOLDINGS LLC	HARVEST INOCULANT (8)	2032	\$5,920.00
276533	05/10/2024	HUDSON PUMP & EQUIPMENT ASSOC INC	EPO TO REPAIR SERVICE PUM	CD99127393	\$6,209.00
276533	05/10/2024	HUDSON PUMP & EQUIPMENT ASSOC INC	GWT PUMP	CD99127603	\$8,428.00
276533	05/10/2024	HUDSON PUMP & EQUIPMENT ASSOC INC	PUMPS, NEW SUBMERSIBLE SE	CD99123854	\$11,391.30
276533	05/10/2024	HUDSON PUMP & EQUIPMENT ASSOC INC	PUMPS, NEW SUBMERSIBLE SE	CD99125299	\$12,410.88
276534	05/10/2024	HUNT & KAHN PA	DED: HUNT & KAHN PA	PAY460P	\$75.00
276535	05/10/2024	HUNTER MATTHEW REID	AIRPORT 4/28	81360	\$120.00
276536	05/10/2024	IDEXX DISTRIBUTION INC	MEDICAL SUPPLIES - NON-CO	3148682440	\$393.48
276536	05/10/2024	IDEXX DISTRIBUTION INC	MEDICAL SUPPLIES - NON-CO	3150595119	\$848.75
276536	05/10/2024	IDEXX DISTRIBUTION INC	MEDICAL SUPPLIES - NON-CO	324267469	\$94.94

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276537	05/10/2024	INVOICE CLOUD INC	APRIL 24 SERVICE	2215-2024-3	\$10,257.40
276537	05/10/2024	INVOICE CLOUD INC	MARCH 24 SERVICES	2215-2024-4	\$5,230.55
276537	05/10/2024	INVOICE CLOUD INC	OFFICE AIDS, SMALL MACHIN	3290-2024-3	\$45.00
276538	05/10/2024	JIMMY'S SANITARY SERVICE INC	SUIP-12127 SHAFTON RD	11582	\$7,500.00
276538	05/10/2024	JIMMY'S SANITARY SERVICE INC	SUIP-1389 HAULOVER	11552	\$7,500.00
276539	05/10/2024	JOHN C CREMATA	TRAVEL 4/03-4/05/24	TRAVEL4-3	\$94.00
276540	05/10/2024	JUST PULL IT	DENTAL SVC 3/07/24	1021	\$2,045.00
276541	05/10/2024	KONICA MINOLTA BUSINESS SOLUTIONS	3/24 COPIER LEASE	293041535	\$211.76
276541	05/10/2024	KONICA MINOLTA BUSINESS SOLUTIONS	4/24 COPIER LEASE	293590261	\$256.87
276541	05/10/2024	KONICA MINOLTA BUSINESS SOLUTIONS	4/24 COPIER LEASE	293591930	\$211.76
276541	05/10/2024	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, BLACK AND WHITE \$	293041535	\$37.51
276541	05/10/2024	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES, COLOR COPIES \$0.0	293041535	\$167.21
276541	05/10/2024	KONICA MINOLTA BUSINESS SOLUTIONS	LEASE OR RENTAL OF COPY M	293590261	\$18.69
276542	05/10/2024	KYOCERA DOCUMENT SOLUTIONS	LE3003 CONT5041-01	55V1377278	\$738.60
276543	05/10/2024	LILLIAN HOYT	PETTY CASH-CAR WASH	5-3-24	\$50.98
276543	05/10/2024	LILLIAN HOYT	PETTY CASH-KEYS	5-3-24	\$25.50
276543	05/10/2024	LILLIAN HOYT	PETTY CASH-POSTAGE	5-3-24	\$11.40
276543	05/10/2024	LILLIAN HOYT	PETTY CASH-TPA PARKG	5-3-24	\$15.00
276544	05/10/2024	LSC ENVIRONMENTAL PRODUCTS LLC	PORTLAND CEMENT	3660	\$9,881.00
276544	05/10/2024	LSC ENVIRONMENTAL PRODUCTS LLC	PORTLAND CEMENT	3744	\$25,253.00
276545	05/10/2024	MARCIE PRATHER ALFORD	AIRPORT 4/21/24	81282	\$120.00
276546	05/10/2024	MARION COUNTY BOCC	COX COMM 4/24-5/23	4-25-24	\$215.55
276546	05/10/2024	MARION COUNTY BOCC	GOVCONN ORD#62726397	4-2-24	\$626.78
276547	05/10/2024	MASON BLAU & ASSOCIATES INC	ADDITIONAL SERVICE REQUES	20015-36	\$22,171.00
276548	05/10/2024	MAZZELLA FHS	Q3 FY24 MAINTENANCE	IN61-129947	\$850.00
276549	05/10/2024	MOHAWK VALLEY MATERIALS INC	YARD WASTE MULCHING	3868	\$23,182.35
276550	05/10/2024	MOTION INDUSTRIES INC	EPO TO REPLACE AERATOR BE	FL0300792427	\$10,655.85
276550	05/10/2024	MOTION INDUSTRIES INC	EPO TO REPLACE AERATOR BE	FL0300792504	\$8,530.81
276551	05/10/2024	MWI VETERINARY SUPPLY CO	MEDICAL SUPPLIES - NON-CO	53957995	\$73.20
276551	05/10/2024	MWI VETERINARY SUPPLY CO	MEDICAL SUPPLIES - NON-CO	53959761	\$116.54
276552	05/10/2024	NATURE COAST IRRIGATION INC	4/24 IRRIGATION INSP	12229	\$95.00
276552	05/10/2024	NATURE COAST IRRIGATION INC	4/24 IRRIGATION INSP	12230	\$95.00
276552	05/10/2024	NATURE COAST IRRIGATION INC	REPAIRS: BERKELEY MANOR I	12230	\$100.00
276552	05/10/2024	NATURE COAST IRRIGATION INC	REPAIRS: THE OAKS IRRIGAT	12229	\$19.50
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	45151	\$960.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	45761	\$840.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	46420	\$1,050.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	47231	\$1,260.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	47987	\$1,440.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	48112	\$720.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	45760	\$2,322.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	45762	\$2,820.00

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	46291	\$1,500.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	46419	\$2,430.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	46421	\$1,212.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	47232	\$2,928.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	47233	\$3,600.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	47986	\$2,631.60
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	47988	\$1,980.00
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	48111	\$1,502.40
276553	05/10/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	48113	\$2,820.00
276554	05/10/2024	PASCO CO CLERK OF THE CIRCUIT COURT	#342876-RECORD SM ORD	5-3-24	\$52.50
276555	05/10/2024	POLYDYNE INC	POLYMER, FOR GRAVITY BELT	1826112	\$27,137.70
276556	05/10/2024	PROFESSIONAL SERVICE INDUSTRIES INC	PENN STATE ROAD MATERIAL	912752	\$799.00
276556	05/10/2024	PROFESSIONAL SERVICE INDUSTRIES INC	SCAUP DUCK AVENUE MATERIA	912752	\$799.00
276557	05/10/2024	PROPERTY SERVICES GC	RETAIN WALL FS#7	2958	\$24,150.00
276557	05/10/2024	PROPERTY SERVICES GC	TREE RMLV FS#7	2958	\$11,602.00
276558	05/10/2024	PROTECH ROOFING SERVICES LLC	APPLY COATING OF ELASTOME	4704-834	\$7,050.00
276558	05/10/2024	PROTECH ROOFING SERVICES LLC	CLEAN RUST AND SPRAY RUST	4704-834	\$1,443.00
276558	05/10/2024	PROTECH ROOFING SERVICES LLC	FIX AND TIGHTEN SCREWS	4704-834	\$3,000.00
276558	05/10/2024	PROTECH ROOFING SERVICES LLC	PRESSURE WASH AND CLEAN R	4704-834	\$1,443.75
276558	05/10/2024	PROTECH ROOFING SERVICES LLC	REPAIR ANY HOLES DETECTED	4704-834	\$1,500.00
276559	05/10/2024	REDWIRE LLC	3/24 MONITORING	524925	\$33.00
276559	05/10/2024	REDWIRE LLC	3/24 MONITORING	524926	\$26.50
276559	05/10/2024	REDWIRE LLC	4/24 MONITORING	525578	\$33.00
276559	05/10/2024	REDWIRE LLC	4/24 MONITORING	525579	\$26.50
276560	05/10/2024	THE RIGHT EQUIP CO OF TAMPA BAY LLC	3/8-4/7/24 CPR LE	AR32260	\$226.80
276560	05/10/2024	THE RIGHT EQUIP CO OF TAMPA BAY LLC	4/8-5/7/24 CPR LE	AR32635	\$226.80
276560	05/10/2024	THE RIGHT EQUIP CO OF TAMPA BAY LLC	OVERAGES FOR PLOTTER PER	AR32635	\$108.52
276561	05/10/2024	ROLFE AND LOBELLO PA	DED: ROLFE & LOBELLO	PAY460P	\$100.00
276562	05/10/2024	SAN ANTONIO LUMBER COMPANY INC	PART#65200940 60LB BAGS O	2403-601684	\$3,494.40
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	377169	\$8,050.50
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	377173	\$2,339.10
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	377179	\$2,269.98
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	377183	\$5,780.52
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	377596	\$3,428.46
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	378924	\$3,501.18
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	378933	\$8,188.56

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	378935	\$7,728.66
276563	05/10/2024	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	378946	\$3,507.48
276564	05/10/2024	SHOWER TOWER INC	(3) SHWR/FT TOWER	1850	\$7,470.00
276564	05/10/2024	SHOWER TOWER INC	SHIPPING OF THREE (3) TOW	1850	\$891.03
276565	05/10/2024	STANTEC CONSULTING SERVICES INC	CONSULT-P/E 4/05/24	2218926	\$2,908.46
276566	05/10/2024	STATE INDUSTRIAL PRODUCTS CORP	INDUSTRIAL PRODUCTS AND S	903299224	\$1,600.80
276566	05/10/2024	STATE INDUSTRIAL PRODUCTS CORP	INDUSTRIAL PRODUCTS AND S	903318261	\$1,489.88
276567	05/10/2024	STRAUGHN TROUT ARCHITECTS LLC	ARCHITECTURAL AND ENGINEE	2554	\$46,668.46
276568	05/10/2024	STRYKER SALES CORPORATION	FREIGHT/SHIPPING	9205976934	\$101.45
276568	05/10/2024	STRYKER SALES CORPORATION	FREIGHT/SHIPPING CHARGE	9205568364	\$151.84
276568	05/10/2024	STRYKER SALES CORPORATION	FREIGHT/SHIPPING CHARGE	9205636015	\$3,168.66
276568	05/10/2024	STRYKER SALES CORPORATION	FREIGHT/SHIPPING CHARGE	9205653861	\$373.26
276568	05/10/2024	STRYKER SALES CORPORATION	PROCARE-SVC-LIFEPAK FIELD	9205363334	\$42,647.40
276568	05/10/2024	STRYKER SALES CORPORATION	PROCARE-SVC-LUCAS FIELD R	9205363334	\$18,436.28
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11171-000049 -	9205653861	\$4,380.90
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11171-000082 -	9205653861	\$1,713.60
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11220-000028 -	9205653861	\$468.00
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11260-000039 -	9205653861	\$566.10
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11576-000046 -	9205568364	\$316.20
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11576-000060 -	9205568364	\$2,643.50
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11576-000071 -	9205568364	\$836.40
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 11577-000002 -	9205653861	\$2,203.20
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 21330-001176 -	9205636015	\$12,362.40
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 6500160000 - BA	9205976934	\$1,363.20
276568	05/10/2024	STRYKER SALES CORPORATION	PRODUCT # 99577-001957 -	9205636015	\$213,939.00
276569	05/10/2024	SUBURBAN PROPANE LP	THE DELIVERY OF PROPANE T	15610247845	\$159.93
276570	05/10/2024	SUNSHINE STATE ONE CALL OF FL INC	3/24 TICKET TRANS	PSINV1034536	\$81.03
276570	05/10/2024	SUNSHINE STATE ONE CALL OF FL INC	4/24 TICKET TRANS	PSINV1035538	\$94.90
276571	05/10/2024	ULTRA HEALTHCARE SERVICES INC	APR 24 BILLING	15931	\$90.79
276572	05/10/2024	UNITED WAY OF HERNANDO COUNTY	DED:130 UNITED WAY	PAY460P	\$27.00
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	3/20-4/19/24 CPR LE	5029264141	\$125.57
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	3/3-4/2/24 CPR LE	5029047587	\$118.21
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	4/24-5/23 CPR LE	5029387752	\$125.57
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	5/3-6/2/24 CPR LE	5029487289	\$128.23
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	5/6-6/7/24 CPR LE	5029548120	\$139.86
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	5/9-6/8/24 CPR LE	5029557760	\$125.57
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES BLACK & WHITE @ \$0	5029047587	\$32.79
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES COLOR @ \$0.4533 PE	5029047587	\$195.24
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, BLACK/WHITE COPIE	5029387752	\$14.07
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, BLACK/WHITE COPIE	5029557760	\$2.03

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, BLACK/WHITE PRINT	5029487289	\$6.52
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, COLOR COPIES AT \$	5029387752	\$131.32
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, COLOR COPIES AT \$	5029557760	\$35.72
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, COLOR PRINT PER P	5029487289	\$22.57
276573	05/10/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, PAGE - BLACK/WHI	5029548120	\$80.74
276574	05/10/2024	WINCAN LLC	5/24-4/25 SFTWRE RNWL	8685	\$5,050.00
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307117	1307117G4	\$381.99
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832256	3152024P15B	\$54.81
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832261	3282024P3	\$52.12
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832265	31524P9-13	\$42.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832269	31524P9-13	\$44.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832270	31524P9-13	\$45.71
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832275	31524P9-13	\$48.68
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832284	1832284G4	\$483.97
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832285	3282024P8	\$41.46
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832287	31524P9-13	\$62.64
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832288	3282024P11	\$162.14
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832292	3152024P19	\$188.41
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832297	3152024P20	\$40.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832299	1832299G4	\$71.00
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832301	3282024P5-6	\$60.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832303	3282024P1	\$46.08
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832304	3282024P5-6	\$44.14
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832306	3282024P11	\$737.31
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832314	3282024P5-6	\$82.80
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832315	3282024P5-6	\$66.89
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832316	3282024P5-6	\$57.09
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832318	3282024P5-6	\$100.74
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832319	3282024P5-6	\$43.13
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832320	3282024P5-6	\$83.45
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832322	1832322G4	\$127.18
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832323	3282024P5-6	\$51.63
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832326	3282024P8	\$72.20
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832329	3152024P1	\$285.15
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832330	31524P9-13	\$47.10
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832331	31524P9-13	\$49.23
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832332	31524P9-13	\$66.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832333	31524P9-13	\$241.13
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832334	3152024P2	\$327.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832335	3152024P1	\$47.00
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832336	31524P9-13	\$48.40
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832337	31524P9-13	\$69.66

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832338	31524P9-13	\$53.29
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832339	31524P9-13	\$70.50
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832340	3152024P1	\$61.71
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832341	3282024P5-6	\$42.56
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832342	3282024P1	\$54.13
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832343	3282024P5-6	\$150.40
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832344	3282024P1	\$89.82
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832345	3282024P5-6	\$58.01
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832348	3282024P5-6	\$48.40
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832349	3282024P5-6	\$64.02
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832352	3282024P5-6	\$46.64
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832353	3282024P1	\$46.82
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832354	3282024P1	\$46.17
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832355	3282024P1	\$55.70
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832356	3282024P1	\$93.34
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832357	3282024P5-6	\$53.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832359	3282024P4	\$251.58
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832361	1832361G4	\$99.04
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832363	3152024P1	\$52.46
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832364	3152024P1	\$72.26
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832366	3282024P5-6	\$42.10
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832370	3282024P12	\$98.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832371	31524P9-13	\$50.34
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832374	31524P9-13	\$125.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832375	31524P9-13	\$93.25
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832376	31524P9-13	\$61.90
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832377	31524P9-13	\$58.56
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832378	31524P9-13	\$164.92
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832379	31524P9-13	\$119.06
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832380	31524P9-13	\$60.24
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832381	31524P9-13	\$93.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832383	31524P9-13	\$56.35
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832384	31524P9-13	\$42.56
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832385	3152024P14	\$1,606.93
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832387	31524P9-13	\$66.52
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832392	3282024P5-6	\$61.90
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832393	3282024P4	\$155.02
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832394	3282024P11	\$125.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832395	3152024P14	\$37,964.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832396	3152024P5	\$245.75
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832397	3152024P5	\$358.02
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832398	3152024P14	\$167.15

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832399	31524P9-13	\$45.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832400	31524P9-13	\$48.58
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832401	31524P9-13	\$70.03
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832402	31524P9-13	\$46.27
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832404	31524P9-13	\$46.45
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832405	31524P9-13	\$59.31
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832406	31524P9-13	\$65.41
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832410	31524P9-13	\$49.05
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832416	31524P9-13	\$59.68
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832417	31524P9-13	\$42.75
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832418	31524P9-13	\$56.81
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832421	3152024P14	\$136.57
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832423	31524P9-13	\$63.00
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832424	31524P9-13	\$155.95
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832425	31524P9-13	\$50.06
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832428	31524P9-13	\$50.98
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832429	31524P9-13	\$45.44
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832432	31524P9-13	\$51.35
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832433	31524P9-13	\$40.99
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832434	31524P9-13	\$56.44
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832435	31524P9-13	\$42.10
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832436	31524P9-13	\$49.14
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832437	31524P9-13	\$45.44
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832438	31524P9-13	\$41.64
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832439	31524P9-13	\$44.88
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832440	31524P9-13	\$42.56
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832441	31524P9-13	\$44.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832442	31524P9-13	\$59.03
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832443	31524P9-13	\$49.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832444	31524P9-13	\$47.56
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832445	31524P9-13	\$44.60
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832449	31524P9-13	\$42.29
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832450	31524P9-13	\$50.80
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832451	31524P9-13	\$43.22
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832452	31524P9-13	\$44.05
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832453	3282024P8	\$150.21
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832454	3152024P14	\$157.83
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832455	3152024P14	\$1,188.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832456	31524P9-13	\$53.20
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832457	31524P9-13	\$49.23
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832458	31524P9-13	\$55.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832459	31524P9-13	\$53.20

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832460	31524P9-13	\$47.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832461	31524P9-13	\$48.49
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832462	31524P9-13	\$46.64
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832463	31524P9-13	\$42.75
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832464	31524P9-13	\$42.29
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832465	31524P9-13	\$46.82
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832467	31524P9-13	\$44.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832469	3282024P5-6	\$115.44
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832473	31524P9-13	\$63.10
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832474	3152024P17	\$198.21
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832475	3152024P17	\$168.07
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832476	3152024P4	\$179.63
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832477	3152024P18	\$105.55
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832480	31524P9-13	\$51.54
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832482	3152024P8	\$95.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832483	31524P9-13	\$50.89
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832484	31524P9-13	\$47.65
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832485	3152024P20	\$60.79
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832486	3282024P12	\$66.80
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832487	3282024P12	\$61.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832488	31524P9-13	\$48.30
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832489	31524P9-13	\$66.34
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832490	3152024P14	\$1,349.58
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832491	3152024P14	\$133.30
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832492	3152024P14	\$1,518.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832493	3282024P7	\$4,934.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832494	3152024P14	\$1,412.36
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832497	3282024P12	\$79.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832502	3282024P3	\$40.72
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832503	1832503G4	\$80.93
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832504	3152024P15B	\$46.08
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832509	3152024P20	\$75.68
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832511	31524P9-13	\$247.04
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832512	31524P9-13	\$79.47
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832513	31524P9-13	\$53.20
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832514	31524P9-13	\$52.55
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832515	31524P9-13	\$63.74
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832516	31524P9-13	\$102.40
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832518	31524P9-13	\$239.09
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832520	31524P9-13	\$62.73
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832521	31524P9-13	\$45.07
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832525	3152024P20	\$41.92

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832526	3282024P11	\$7,181.17
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832527	3282024P4	\$1,036.12
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832528	3282024P4	\$1,005.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832530	3152024P15B	\$41.64
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832531	3282024P4	\$1,281.15
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832534	3282024P12	\$65.23
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832535	3282024P12	\$64.57
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832536	3152024P8	\$136.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832537	3282024P8	\$41.83
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832538	3282024P5-6	\$74.01
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832540	3152024P14	\$244.34
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832541	3152024P14	\$292.95
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832542	3152024P14	\$3,380.27
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832544	3152024P6	\$41.46
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832545	3282024P12	\$42.38
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832546	3282024P12	\$70.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832548	3282024P12	\$76.60
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832550	3152024P20	\$80.76
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832551	3152024P6	\$460.40
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832552	3152024P16	\$207.37
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832555	3282024P5-6	\$54.69
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832556	3282024P5-6	\$156.41
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832560	31524P9-13	\$45.71
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832561	31524P9-13	\$73.92
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832562	31524P9-13	\$85.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832563	3282024P9	\$3,639.31
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832564	31524P9-13	\$86.59
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832565	31524P9-13	\$78.36
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832567	3152024P20	\$60.60
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832568	3152024P15B	\$477.90
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832569	3282024P2	\$79.72
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832570	3282024P8	\$131.72
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832572	3152024P15B	\$50.89
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832575	3152024P15B	\$139.95
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832576	3282024P5-6	\$70.96
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832577	31524P9-13	\$99.63
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832582	3152024P15B	\$99.80
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832583	31524P9-13	\$43.87
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832584	3152024P15B	\$71.59
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832585	3282024P7	\$807.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832586	3282024P7	\$693.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832587	3152024P14	\$265.08

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832588	3282024P8	\$145.92
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832589	3152024P20	\$67.45
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832590	3152024P15B	\$117.01
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832591	31524P9-13	\$50.98
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832592	31524P9-13	\$47.00
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832594	3282024P7	\$360.50
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832597	3282024P10	\$84.24
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832598	31524P9-13	\$156.59
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832600	3282024P12	\$65.23
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832601	31524P9-13	\$102.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832602	3282024P5-6	\$68.65
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832604	3152024P16	\$108.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832605	3282024P5-6	\$173.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832606	3282024P5-6	\$82.06
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832610	3282024P8	\$111.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832612	31524P9-13	\$126.91
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832613	31524P9-13	\$74.38
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832614	31524P9-13	\$66.15
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832615	3152024P3	\$111.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832616	3152024P14	\$1,222.81
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832617	3282024P13	\$715.18
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832618	3282024P13	\$351.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832621	3152024P16	\$99.45
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832622	3152024P16	\$194.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832624	3282024P5-6	\$483.98
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832627	3152024P20	\$42.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832628	3152024P15B	\$97.88
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832630	31524P9-13	\$55.61
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832631	31524P9-13	\$48.58
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832635	3152024P15B	\$57.18
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832637	3152024P14	\$376.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832638	3282024P8	\$72.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832639	3152024P20	\$64.68
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832641	3282024P8	\$40.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832642	3282024P8	\$139.39
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832643	3282024P8	\$173.71
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832644	3152024P15B	\$334.71
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832645	3152024P15B	\$149.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832646	3152024P15B	\$310.67
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832648	3282024P8	\$205.88
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832649	3152024P14	\$145.81
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832652	3152024P6	\$52.22

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832654	3282024P8	\$68.55
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832655	3152024P20	\$65.88
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832657	3282024P11	\$156.21
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832658	3282024P11	\$108.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832662	3152024P14	\$6,161.01
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832663	3152024P20	\$106.84
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832664	3152024P14	\$43.50
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832665	3282024P5-6	\$121.92
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832666	1832666G4	\$40.35
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832667	31524P9-13	\$122.29
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832668	3152024P5	\$272.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832669	3152024P5	\$258.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832670	3282024P11	\$2,154.65
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832671	3152024P5	\$494.71
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832672	3282024P2	\$40.63
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832676	31524P9-13	\$140.04
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832677	31524P9-13	\$558.89
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832678	31524P9-13	\$80.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832680	3152024P20	\$68.00
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832681	3152024P20	\$76.02
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832682	31524P9-13	\$47.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832683	31524P9-13	\$50.98
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832684	1832684G4	\$52.37
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832685	3152024P15B	\$226.50
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832686	3282024P12	\$65.23
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832687	3152024P4	\$47.74
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832689	3282024P5-6	\$66.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832690	31524P9-13	\$45.44
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832691	31524P9-13	\$48.58
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832692	3282024P4	\$1,626.34
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832694	3152024P14	\$43.40
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832695	3152024P14	\$48.95
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832697	3282024P5-6	\$47.65
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832698	3282024P5-6	\$56.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832699	3152024P6	\$40.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832700	31524P9-13	\$56.99
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832704	3152024P17B	\$70.13
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832705	1832705G4	\$94.51
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832706	3152024P6	\$46.82
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832707	3152024P6	\$47.93
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832708	3282024P12	\$64.95
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832709	3282024P7	\$54.13

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832710	3282024P7	\$43.59
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832711	3282024P12	\$89.55
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832712	3152024P16	\$94.45
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832713	3282024P5-6	\$236.96
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832716	3282024P12	\$85.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832717	31524P9-13	\$56.99
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832718	3152024P19	\$830.32
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832720	3282024P5-6	\$112.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832721	1832721G4	\$47.04
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832722	3282024P12	\$64.02
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832723	3282024P12	\$65.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832724	3282024P12	\$97.51
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832725	3282024P12	\$191.19
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832726	3282024P5-6	\$48.58
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832727	3282024P5-6	\$40.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832728	3152024P20	\$70.41
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832729	3152024P20	\$66.25
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832730	3152024P20	\$73.64
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832731	3152024P20	\$75.12
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832733	3152024P5	\$107.49
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832734	1832734G4	\$126.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832738	3282024P12	\$66.34
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832740	31524P9-13	\$65.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832744	31524P9-13	\$43.68
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832745	3282024P5-6	\$96.48
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832746	31524P9-13	\$156.96
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832747	3282024P12	\$75.12
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832749	1832749G4	\$40.88
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832750	31524P9-13	\$93.99
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832751	3282024P12	\$59.77
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832752	3282024P12	\$65.78
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832753	3152024P20	\$65.14
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832754	3152024P20	\$40.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832755	31524P9-13	\$69.01
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832756	31524P9-13	\$51.72
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832757	1832757G4	\$48.57
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832758	3152024P15	\$238.35
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832759	3282024P12	\$80.85
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832762	31524P9-13	\$277.94
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832765	3282024P5-6	\$312.52
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832766	3282024P5-6	\$57.73
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832768	1832768F4	\$112.98

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832768	1832768G4	\$112.73
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832769	3282024P11	\$1,672.25
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832770	3282024P11	\$631.86
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832771	3282024P11	\$1,620.21
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832772	3282024P11	\$1,342.22
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832773	3282024P8	\$178.39
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832777	1832777G4	\$67.38
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832779	3282024P5-6	\$355.62
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832782	3282024P7	\$300.86
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832783	3282024P5-6	\$79.28
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832786	1832786F4	\$439.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832790	31524P9-13	\$55.24
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832791	3282024P5-6	\$57.73
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832792	3282024P5-6	\$63.93
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832800	3282024P13	\$325.41
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832801	1832801F4	\$1,024.01
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832804	1832804G4	\$1,075.59
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832805	1832805G4	\$121.55
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832809	1832809F4	\$42.66
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832811	1832811G4	\$56.53
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832812	31524P9-13	\$62.36
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832814	1832814G4	\$261.77
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832820	1832820G4	\$61.32
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832824	1832824F4	\$72.72
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832827	1832827G4	\$40.43
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832832	1832832G4	\$84.94
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832833	1832833G4	\$93.96
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832841	1832841F4	\$80.94
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832850	1832850F4	\$62.08
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832853	1832853G4	\$150.94
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832855	1832855G4	\$40.16
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832856	1832856G4	\$193.94
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832857	1832857G4	\$225.45
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832860	1832860G4	\$42.51
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832868	1832868G4	\$250.87
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832873	1832873F4	\$683.27
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832874	1832874F4	\$465.11
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832875	1832875F4	\$559.73
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949985	1949985G4	\$67.20
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949990	1949990G4	\$44.33
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2025073	3152024P7	\$71.42
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2046474	3152024P17B	\$86.96

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2137278	2137278F4	\$81.69
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2186374	2186374F4	\$42.66
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2235916	2235916G4	\$216.32
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2242791	2242791F4	\$60.60
276579	05/10/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290786	2290786G4	\$372.63
Summary					\$1,252,170.98

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 Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276580	05/17/2024	ABHINAV SHARMA	AIRPORT SECURITY 4/27	81472	\$120.00
276581	05/17/2024	ADVANCE LOCAL ALABAMA MEDIA GROUP	MULTI-CHANNEL DIGITAL ADV	1503709	\$6,700.00
276582	05/17/2024	AGN GLASS LLC	WINDSHIELD/GLASS REPAIR	1398634	\$450.37
276582	05/17/2024	AGN GLASS LLC	WINDSHIELD/GLASS REPAIR	1468225	\$200.00
276582	05/17/2024	AGN GLASS LLC	WINDSHIELD/GLASS REPAIR	1484975	\$554.82
276582	05/17/2024	AGN GLASS LLC	WINDSHIELD/GLASS REPAIR	1494181	\$200.00
276582	05/17/2024	AGN GLASS LLC	WINDSHIELD/GLASS REPAIR	1561327	\$397.33
276583	05/17/2024	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE - 25 TONS	131166	\$375.72
276583	05/17/2024	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE - 25 TONS	131366	\$1,064.54
276584	05/17/2024	AMAZING NATIONAL SERVICES GROUP LLC	4/24 MOWING	21T000026869	\$10,130.00
276585	05/17/2024	AMERICAN ROAD LLC	SPRING ISSUE/DIGITAL APR.	2024-25570	\$1,665.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152042	\$246.16
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152218	\$88.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152219	\$30.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152220	\$30.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152221	\$104.50
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152222	\$75.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152223	\$106.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152250	\$145.22
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152356	\$612.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152357	\$126.15
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152945	\$489.66
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152946	\$214.98
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152947	\$174.50
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152950	\$30.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152951	\$92.23
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152952	\$538.35
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152954	\$117.23
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	152955	\$116.42
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153357	\$300.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153358	\$30.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153359	\$232.48
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153647	\$30.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153687	\$154.66
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153693	\$294.25
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153695	\$203.75
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	153706	\$354.13
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154345	\$274.03
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154346	\$300.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154347	\$112.48
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154348	\$137.75

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154349	\$83.50
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154350	\$117.23
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154351	\$206.53
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154352	\$161.23
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154353	\$300.00
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154354	\$205.24
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154355	\$108.80
276587	05/17/2024	ANIMAL EMERGENCY OF HERNANDO	ACCT 15868	154356	\$30.00
276588	05/17/2024	AUGUSTINE CONSTRUCTION INC	CORNER OF ELGIN BLVD & LA	XX01672-00	\$55.94
276589	05/17/2024	AN MOTORS OF BROOKSVILLE INC	OUTSIDE REPAIRS AS NEEDED	287361	\$150.95
276589	05/17/2024	AN MOTORS OF BROOKSVILLE INC	OUTSIDE REPAIRS AS NEEDED	288021	\$806.01
276590	05/17/2024	BYWATER SOLUTIONS LLC	ASPEN:4701 ASPEN2 SUPPORT	8091	\$8,167.00
276590	05/17/2024	BYWATER SOLUTIONS LLC	ASPEN:4900 ASPEN MOBILE A	8091	\$583.00
276591	05/17/2024	CARESSA E BURR	720 ARGYLL DR	AV01013-01	\$17.12
276592	05/17/2024	CHARTER COMMUNICATIONS	166978701 05/01-05/31	166978701H4	\$239.98
276593	05/17/2024	CHARTER COMMUNICATIONS	166978901 5/1-5/31	166978901H4	\$660.83
276594	05/17/2024	CHARTER COMMUNICATIONS	096643101 5/1-5/31	96643101H4	\$179.59
276595	05/17/2024	CHECKR INC	EMPLOYEE SCREENING	1240428	\$1,913.85
276596	05/17/2024	CIT BANK NA	3/10-4/09/24 CPR LSE	44422882	\$118.21
276596	05/17/2024	CIT BANK NA	4/10-5/09/24 CPR LSE	44621992	\$128.23
276596	05/17/2024	CIT BANK NA	COLOR COPIES @0.4533 EACH	44621992	\$8.92
276596	05/17/2024	CIT BANK NA	COPIES BLACK & WHITE COPI	44621992	\$4.99
276596	05/17/2024	CIT BANK NA	COPIES, BLACK / WHITE PER	44422882	\$8.87
276596	05/17/2024	CIT BANK NA	COPIES, COLOR PER PAGE EA	44422882	\$18.30
276597	05/17/2024	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-177703	\$298.60
276597	05/17/2024	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-177889	\$298.60
276598	05/17/2024	CITY OF BROOKSVILLE	1040640010-11	1040640010G4	\$215.95
276598	05/17/2024	CITY OF BROOKSVILLE	1050375010-11	1050375010G4	\$94.19
276599	05/17/2024	CITY OF BROOKSVILLE FIRE DEPT	ANNL INSPECT 4/26/24	50324	\$75.00
276600	05/17/2024	CLICKTRIPZ LLC	ADVERTISING	10613	\$10,000.00
276601	05/17/2024	COASTAL CREMATIONS INC	01/14/24 RM	24-007CCNR	\$650.00
276602	05/17/2024	COMPASS MEDIA LLC	5/24 ADVERTISING	2024-68147	\$3,330.00
276603	05/17/2024	CORE & MAIN LP	METER BOXES PLASTIC: BOX	U385875	\$21,200.80
276603	05/17/2024	CORE & MAIN LP	METER BOXES PLASTIC: BOX	U690454	\$31,696.40
276603	05/17/2024	CORE & MAIN LP	METER BOXES PLASTIC: BOX	U732253	\$21,410.40
276603	05/17/2024	CORE & MAIN LP	METER BOXES PLASTIC: LID	U385875	\$12,066.00
276603	05/17/2024	CORE & MAIN LP	METER BOXES PLASTIC: LID	U690454	\$18,076.40
276603	05/17/2024	CORE & MAIN LP	METER BOXES PLASTIC: LID	U732253	\$12,111.20
276603	05/17/2024	CORE & MAIN LP	SEWER PLANTS MATERIALS, P	U693253	\$34.84
276603	05/17/2024	CORE & MAIN LP	WATERLINES MATERIALS, PAR	U131073	\$11,439.28
276603	05/17/2024	CORE & MAIN LP	WATERLINES MATERIALS, PAR	U528338	\$10,182.00
276603	05/17/2024	CORE & MAIN LP	WATERLINES MATERIALS, PAR	U628666	\$17,531.94

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276603	05/17/2024	CORE & MAIN LP	WATERLINES MATERIALS, PAR	U740522	\$7,336.06
276603	05/17/2024	CORE & MAIN LP	WATERLINES MATERIALS, PAR	U740539	\$1,898.10
276604	05/17/2024	CROCKETTS TOWING LLC	TOWING SVC 15613	532884	\$110.00
276604	05/17/2024	CROCKETTS TOWING LLC	TOWING SVC 20060	533186	\$321.00
276604	05/17/2024	CROCKETTS TOWING LLC	TOWING SVC 22209	533828	\$130.00
276604	05/17/2024	CROCKETTS TOWING LLC	TOWING SVC 8	524139	\$225.00
276604	05/17/2024	CROCKETTS TOWING LLC	TOWING SVCS 22928	530176	\$120.00
276605	05/17/2024	DAVIES CLAIMS NORTH AMERICA, INC	4/24 BANK STATEMENT	5/1/2024	\$28,774.41
276606	05/17/2024	DEPARTMENT OF MANAGEMENT SERVICES	AF3-3997 FEB 24	2A-4645	\$2.77
276606	05/17/2024	DEPARTMENT OF MANAGEMENT SERVICES	AF3-3997 MAR 24	2A9702	\$0.72
276607	05/17/2024	DOLLIE CROCKER	7319 THORPP AVE	BK00257-02	\$13.09
276608	05/17/2024	DRONE NERDS INC	ANAFI USA PRCS ELITE FLYP	I260754153	\$1,790.00
276608	05/17/2024	DRONE NERDS INC	PF070320 - PARROT ANAFI U	I260754153	\$198.00
276608	05/17/2024	DRONE NERDS INC	PF070333-PARROT ANAFI USA	I260754153	\$798.00
276608	05/17/2024	DRONE NERDS INC	PF728210BA - PARROT ANAFI	I260754153	\$14,000.00
276610	05/17/2024	DUKE ENERGY	9100 8194 7336	81947336G4	\$2,407.71
276610	05/17/2024	DUKE ENERGY	9100 8194 7542	81947542H4	\$556.40
276610	05/17/2024	DUKE ENERGY	9100 8502 2138	85022138G4	\$18,218.14
276610	05/17/2024	DUKE ENERGY	9100 8502 2245	85022245G4	\$1,042.72
276610	05/17/2024	DUKE ENERGY	9100 8502 2568	85022568H4	\$172.89
276610	05/17/2024	DUKE ENERGY	9100 8506 7925	85067925H4	\$54.22
276610	05/17/2024	DUKE ENERGY	9100 8506 8249	85068249G4	\$1,438.96
276610	05/17/2024	DUKE ENERGY	9100 8506 9307	85069307H4	\$48.27
276610	05/17/2024	DUKE ENERGY	9100 8507 0102	85070102H4	\$42.01
276610	05/17/2024	DUKE ENERGY	9100 8507 0798	85070798G4	\$2,275.50
276610	05/17/2024	DUKE ENERGY	9100 8511 3479	85113479G4	\$63.29
276610	05/17/2024	DUKE ENERGY	9100 8511 3619	85113619G4	\$373.04
276610	05/17/2024	DUKE ENERGY	9100 8512 4042	85124042G4	\$10,458.06
276610	05/17/2024	DUKE ENERGY	9100 8531 5675	85315675G4	\$70.49
276610	05/17/2024	DUKE ENERGY	9100 8531 6030	85316030G4	\$119.16
276610	05/17/2024	DUKE ENERGY	9100 8531 6204	85316204G4	\$20,140.94
276610	05/17/2024	DUKE ENERGY	9100 8531 6379	85316379G4	\$141.47
276610	05/17/2024	DUKE ENERGY	9100 8531 6577	85316577G4	\$170.00
276610	05/17/2024	DUKE ENERGY	9100 8531 6973	85316973G4	\$633.57
276610	05/17/2024	DUKE ENERGY	9100 8531 7346	85317346G4	\$329.67
276610	05/17/2024	DUKE ENERGY	9100 8531 7908	85317908G4	\$111.39
276610	05/17/2024	DUKE ENERGY	9100 8531 8082	85318082G4	\$67.57
276610	05/17/2024	DUKE ENERGY	9100 8531 8256	85318256G4	\$171.09
276610	05/17/2024	DUKE ENERGY	9100 8605 5149	86055149H4	\$63.16
276610	05/17/2024	DUKE ENERGY	9100 8662 9575	86629575H4	\$90.37
276610	05/17/2024	DUKE ENERGY	9100 8663 0122	86630122H4	\$1,220.64

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276610	05/17/2024	DUKE ENERGY	9100 8663 0502	86630502H4	\$652.53
276610	05/17/2024	DUKE ENERGY	9100 8740 0166	87400166H4	\$30.80
276610	05/17/2024	DUKE ENERGY	9100 9090 2821	90902821G4	\$599.55
276610	05/17/2024	DUKE ENERGY	9101 2871 1663	28711663H4	\$99.04
276610	05/17/2024	DUKE ENERGY	9101 2873 9079	28739079H4	\$92.88
276610	05/17/2024	DUKE ENERGY	9101 2873 9251	28739251H4	\$55.62
276610	05/17/2024	DUKE ENERGY	9101 4459 6399	44596399G4	\$53.36
276611	05/17/2024	EMERGENCY MEDICAL SERVICES	ALS VEHICLE PERMIT	4-30-24	\$25.00
276612	05/17/2024	FLORIDA ARMATURE WORKS INC	SERVICES: REPAIR, REWIND	22263	\$4,623.35
276613	05/17/2024	FORTILINE INC	SEWER LINES MATERIALS, PA	6488113	\$333.33
276613	05/17/2024	FORTILINE INC	SEWER LINES,SEWER PLANTS,	6449479	\$170.40
276613	05/17/2024	FORTILINE INC	SEWER LINES,SEWER PLANTS,	6452341	\$340.80
276613	05/17/2024	FORTILINE INC	SEWER LINES,SEWER PLANTS,	6457942	\$2,880.00
276613	05/17/2024	FORTILINE INC	SEWER LINES,SEWER PLANTS,	6458155	\$590.00
276613	05/17/2024	FORTILINE INC	WATERLINES MATERIALS, PAR	6413317	\$337.50
276613	05/17/2024	FORTILINE INC	WATERLINES MATERIALS, PAR	6434361	\$5,510.96
276613	05/17/2024	FORTILINE INC	WATERLINES MATERIALS, PAR	6437327	\$140.68
276613	05/17/2024	FORTILINE INC	WATERLINES MATERIALS, PAR	6441809	\$4,024.71
276613	05/17/2024	FORTILINE INC	WATERLINES MATERIALS, PAR	6460993	\$1,708.00
276613	05/17/2024	FORTILINE INC	WATERLINES MATERIALS, PAR	6471916	\$660.00
276613	05/17/2024	FORTILINE INC	WATERLINES, WATERPLANTS,	6449479	\$170.40
276613	05/17/2024	FORTILINE INC	WATERLINES, WATERPLANTS,	6452341	\$340.80
276613	05/17/2024	FORTILINE INC	WATERLINES, WATERPLANTS,	6458155	\$590.00
276614	05/17/2024	FRIENDS RECYCLING LLC	RECYCLABLE PROCESSING	42024	\$15,127.51
276615	05/17/2024	HUDSON PUMP & EQUIPMENT ASSOC INC	PUMPS, NEW SUBMERSIBLE SE	CD99130347	\$20,796.20
276616	05/17/2024	HYDROGRASS TECHNOLOGIES INC	HYDRO SEED	9520	\$7,320.00
276616	05/17/2024	HYDROGRASS TECHNOLOGIES INC	HYDRO SEED	9521	\$2,550.00
276616	05/17/2024	HYDROGRASS TECHNOLOGIES INC	HYDRO SEED	9533	\$3,840.00
276617	05/17/2024	INSIGHT PUBLIC SECTOR INC	IPAD 9TH GENERATION WITH	1101144518	\$1,333.83
276617	05/17/2024	INSIGHT PUBLIC SECTOR INC	OTTERBOX CASE	1101144518	\$151.68
276618	05/17/2024	INVOICE CLOUD INC	APR 24 SERVICE	3290-2024-4	\$45.00
276619	05/17/2024	JIMMY'S SANITARY SERVICE INC	SUIP-12243 VERONA ST	11546	\$7,500.00
276619	05/17/2024	JIMMY'S SANITARY SERVICE INC	SUIP-14598 CORONADO	11548	\$7,500.00
276619	05/17/2024	JIMMY'S SANITARY SERVICE INC	SUIP-2188 BISHOP RD	11549	\$7,500.00
276619	05/17/2024	JIMMY'S SANITARY SERVICE INC	SUIP-2479 STATLER AVE	11601	\$7,500.00
276619	05/17/2024	JIMMY'S SANITARY SERVICE INC	SUIP-2493 CARETTA AVE	11578	\$7,500.00
276619	05/17/2024	JIMMY'S SANITARY SERVICE INC	SUIP-9195 HORIZON AVE	11550	\$7,500.00
276620	05/17/2024	JOHNSON-LAUX CONSTRUCTION LLC	24-P0130B FS1 HURCN P	PAYREQ#1	\$6,450.00
276621	05/17/2024	JONES EDMUNDS & ASSOCIATES INC	RFQ FOR THE GLEN WRF ENGI	253846	\$9,475.32
276622	05/17/2024	JT CAMPBELL FUNERAL AND CREMATION	02/26/24 KM	2024-0029	\$650.00
276623	05/17/2024	KONICA MINOLTA BUSINESS SOLUTIONS	3/24 COPIER LEASE	293041521	\$164.28
276623	05/17/2024	KONICA MINOLTA BUSINESS SOLUTIONS	COPIES: ZERO BASE COST PE	293041521	\$150.44

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276624	05/17/2024	LAWRENCE & EILEEN BRUNETTE	31178 PARK RIDGE DR	RW00053-07	\$28.58
276625	05/17/2024	LENNAR HOMES INC	11741 LAVENDER LOOP	VE00080-00	\$21.82
276626	05/17/2024	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	505226000	\$142.42
276626	05/17/2024	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	505257212	\$58.47
276626	05/17/2024	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	505289229	\$116.19
276626	05/17/2024	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	505321572	\$45.73
276626	05/17/2024	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	505353194	\$194.16
276627	05/17/2024	NIRVANA TITLE COMPANY	23-036FY21/22 VASQUEZ	VASQUEZ D	\$20,000.00
276628	05/17/2024	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, PURCHASE	42473	\$1,404.00
276629	05/17/2024	PATTERSON VETERINARY SUPPLY INC	MEDICAL SUPPLIES - NON-CO	3030591126	\$420.00
276629	05/17/2024	PATTERSON VETERINARY SUPPLY INC	MEDICAL SUPPLIES - NON-CO	3030740785	\$1,977.41
276629	05/17/2024	PATTERSON VETERINARY SUPPLY INC	MEDICAL SUPPLIES - NON-CO	3031013801	\$151.58
276630	05/17/2024	PLANT CITY ENGINES & PARTS LLC	ENGINE RPR - AIRBOAT	7977	\$20,885.00
276631	05/17/2024	PRISTINE PLACE HOMEOWNERS ASSOC INC	4/1-6/30/24 MOWING	40124	\$622.50
276632	05/17/2024	QUORUM SERVICES LLC	INSPECTIONS A MINIMUM OF	23-1409	\$15,655.50
276632	05/17/2024	QUORUM SERVICES LLC	INSPECTIONS A MINIMUM OF	23-1450	\$11,588.50
276632	05/17/2024	QUORUM SERVICES LLC	PLAN REVIEWS FOR SF NEW C	23-1408	\$2,625.00
276633	05/17/2024	RAPISCAN SYSTEMS INC	INSIDE DELIVERY, PALLET J	SI-004704	\$3,335.00
276633	05/17/2024	RAPISCAN SYSTEMS INC	RAPISCAN 920CX, MULTI VOL	SI-004704	\$22,868.00
276633	05/17/2024	RAPISCAN SYSTEMS INC	ROLLER BED, POP OUT & BAC	SI-004704	\$675.00
276634	05/17/2024	RAYNALDO S CREWS	4449 BROMLEY AVE	S910039-12	\$4.40
276635	05/17/2024	RHOMAR INDUSTRIES INC	RH-625-20 PER DOZEN	105953	\$460.04
276635	05/17/2024	RHOMAR INDUSTRIES INC	RH-652-05	105953	\$1,126.96
276636	05/17/2024	RJH TECHNICAL SERVICES INC	FIRE PUMP RNT-CHINSIG	13337	\$8,500.00
276637	05/17/2024	SCOTT J LEWIS	AIRPORT SECURITY 3/31	80977	\$180.00
276638	05/17/2024	SHIRLEY A SALERNO	12445 EVERARD DR	S906075-02	\$200.55
276642	05/17/2024	SMARSH INC	SA-36830 3/24NTGUARD	INV-163033	\$1,395.00
276642	05/17/2024	SMARSH INC	SA-36830 3/24NTGUARD	INV-169232	\$9.30
276642	05/17/2024	SMARSH INC	SA-36830 4/24NTGUARD	INV-163033	\$9.30
276642	05/17/2024	SMARSH INC	SA-36830 4/24NTGUARD	INV-169232	\$1,395.00
276643	05/17/2024	STEVEN R KIRSNER	5278 SANDRA DR	RR00287-05	\$201.78
276644	05/17/2024	SUNSHINE STATE ONE CALL OF FL INC	3/24 LINE LOCATES	PSINV1034022	\$745.73
276645	05/17/2024	THOMAS & PAMELA CANNON	15073 BROOKRIDGE BLVD	BK01337-03	\$69.48
276646	05/17/2024	TONOAH A HART	15 MOWING / EDGING EVENTS	23243	\$1,597.00
276647	05/17/2024	TRAVELERS	F1H0686 15P64114ZLP	642506	\$6,946.65
276647	05/17/2024	TRAVELERS	FXH0954 15P64114ZLP	642506	\$10,000.00
276648	05/17/2024	TRI COUNTY LOCKSMITH	EMERGENCY LOCKSMITH SERVI	31165A	\$1,849.00
276649	05/17/2024	US CAD	CONVERSION RENEWAL: REVU	INV62410	\$991.80
276650	05/17/2024	VERDA CABALLERO	3358 MINNOW CREEK DR	HB00912-01	\$85.85
276651	05/17/2024	W W GRAINGER INC	OPERATING SUPPLIES,	9089783493	\$1,355.91
276652	05/17/2024	WELLS FARGO FINANCIAL / TOSHIBA	4/3-5/2/24 CPR LE	5029090159	\$128.23

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
276652	05/17/2024	WELLS FARGO FINANCIAL / TOSHIBA	5/14-6/13/24 CPR LE	5029618898	\$122.48
276652	05/17/2024	WELLS FARGO FINANCIAL / TOSHIBA	B/W AT \$0.00580 EACH PRIN	5029618898	\$8.17
276652	05/17/2024	WELLS FARGO FINANCIAL / TOSHIBA	COLOR AT \$0.04533 EACH PR	5029618898	\$47.46
276652	05/17/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, BLACK/WHITE PRINT	5029090159	\$10.16
276652	05/17/2024	WELLS FARGO FINANCIAL / TOSHIBA	COPIES, COLOR PRINT PER P	5029090159	\$64.36
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307104	1307104G4	\$312.10
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832498	1832498G4	\$324.78
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832793	1832793H4	\$71.46
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832794	1832794H4	\$83.21
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832801	1832801G4	\$1,017.80
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832809	1832809G4	\$42.69
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832824	1832824G4	\$70.01
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832838	1832838H4	\$18,482.04
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832873	1832873G4	\$576.06
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832881	1832881H4	\$1,235.64
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949937	1949937H4	\$490.32
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949939	1949939H4	\$76.43
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949942	1949942H4	\$86.02
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949943	1949943H4	\$46.58
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949944	1949944H4	\$43.43
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949945	1949945H4	\$78.05
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949946	1949946H4	\$61.96
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949951	1949951H4	\$54.90
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949960	1949960H4	\$175.62
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949961	1949961H4	\$186.30
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949965	1949965H4	\$82.12
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949968	1949968H4	\$85.28
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-	1949972	1949972H4	\$330.71

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949975	1949975H4	\$85.65
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949984	1949984H4	\$75.70
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949987	1949987H4	\$5,624.53
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2101272	2101272H4	\$622.26
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2161310	2161310H4	\$116.31
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2193919	2193919H4	\$202.21
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234708	2234708H4	\$162.78
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2242791	2242791G4	\$57.79
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2257394	2257394H4	\$54.99
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2257395	2257395H4	\$69.28
276654	05/17/2024	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290780	2290780G4	\$431.46
V524775	05/14/2024	BANK OF AMERICA	BOA P-CARD 4/5-5/4	0424VS	\$395,362.74
V524776	05/17/2024	AB5 ENTERPRISES	MOWING 4/15-5/15/24	100023	\$6,000.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	784510	\$328.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	784511	\$328.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	784512	\$328.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	784513	\$328.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	785078	\$80.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	785219	\$272.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	785220	\$102.00
V524777	05/17/2024	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	785221	\$34.00
V524778	05/17/2024	AMERICAN FAMILY LIFE ASSURANCE CO	0EV82 3/24 PREMIUM	387646	\$29,038.46
V524779	05/17/2024	AMEN AIR INC	REPLACE CENTRAL A/C SYSTE	72752	\$8,273.96
V524780	05/17/2024	ANGELO'S AGGREGATE MATERIALS LTD	TIRES, DISPOSAL; WHOLE TI	120548	\$827.50
V524780	05/17/2024	ANGELO'S AGGREGATE MATERIALS LTD	TIRES, DISPOSAL; WHOLE TI	120797	\$772.50
V524781	05/17/2024	BAKER & TAYLOR INC	ADDING LINE TO COVER COST	5018847993	\$172.68
V524781	05/17/2024	BAKER & TAYLOR INC	ADDING LINE TO COVER COST	5018859009	\$152.54
V524781	05/17/2024	BAKER & TAYLOR INC	ADDING LINE TO COVER COST	5018869784	\$85.19
V524781	05/17/2024	BAKER & TAYLOR INC	ADDING LINE TO COVER COST	5018871605	\$43.92
V524781	05/17/2024	BAKER & TAYLOR INC	PURCHASE OF LIBRARY BOOKS	2038229709	\$546.52
V524781	05/17/2024	BAKER & TAYLOR INC	PURCHASE OF LIBRARY BOOKS	5018847993	\$266.16
V524781	05/17/2024	BAKER & TAYLOR INC	PURCHASE OF LIBRARY BOOKS	5018859009	\$316.87
V524781	05/17/2024	BAKER & TAYLOR INC	PURCHASE OF LIBRARY BOOKS	5018869784	\$547.81
V524781	05/17/2024	BAKER & TAYLOR INC	PURCHASE OF LIBRARY BOOKS	5018871605	\$235.29

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V524782	05/17/2024	BAYCARE BEHAVIORAL HEALTH INC	GRANT OPIOID ABUSE SETTLE	5-8-24	\$22,775.00
V524783	05/17/2024	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85326377	\$5,183.32
V524783	05/17/2024	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85329858	\$241.00
V524783	05/17/2024	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85332074	\$1,119.00
V524783	05/17/2024	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85335120	\$7,389.96
V524783	05/17/2024	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85335121	\$1,149.24
V524783	05/17/2024	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85336503	\$157.20
V524784	05/17/2024	BROWN AND BROWN OF FLORIDA INC	POL H6304D024658TXS23	15675308	\$2,432.00
V524784	05/17/2024	BROWN AND BROWN OF FLORIDA INC	POL H8100B166052IND23	15615508	\$70,972.00
V524784	05/17/2024	BROWN AND BROWN OF FLORIDA INC	POL ZLP15P6411423PB	15615082	\$138,974.00
V524784	05/17/2024	BROWN AND BROWN OF FLORIDA INC	POL ZUP15P6412623PB	15615264	\$13,695.00
V524785	05/17/2024	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 2/29/24	355948	\$4,552.00
V524785	05/17/2024	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 3/31/24	356215	\$2,413.95
V524785	05/17/2024	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 4/30/24	356352	\$6,010.50
V524785	05/17/2024	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 4/30/24	356364	\$12,057.45
V524785	05/17/2024	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 4/30/24	356402	\$4,827.90
V524785	05/17/2024	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 4/30/24	356433	\$11,018.28
V524786	05/17/2024	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	OMB82	\$1,027.66
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2883304	\$5,116.24
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2883305	\$42,438.88
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2883306	\$31,106.71
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2893706	\$5,116.24
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2893707	\$42,438.88
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2893708	\$31,106.71
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2904119	\$5,116.24
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2904120	\$42,438.88
V524788	05/17/2024	DEERE CREDIT INC	LEASE OF LANDFILL EQUIPME	2904121	\$31,106.71
V524789	05/17/2024	GMR FENCE LAND SERVICES	MOWING, CONTRACT LINES 1-	1051	\$25,581.75
V524790	05/17/2024	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	564798	\$150.00
V524790	05/17/2024	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	568274	\$130.00
V524790	05/17/2024	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	571873	\$180.00
V524790	05/17/2024	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	571882	\$50.00
V524790	05/17/2024	HAGAN HOLDING COMPANY	REMOVE OF OIL AND PETROLU	564799	\$222.00
V524790	05/17/2024	HAGAN HOLDING COMPANY	REMOVE OF OIL AND PETROLU	571874	\$310.00
V524791	05/17/2024	HAWKINS INC	CHLORINE LIQUID SMAL	6707063	\$1,992.00
V524791	05/17/2024	HAWKINS INC	CHLORINE LIQUID SMAL	6707064	\$1,743.00
V524791	05/17/2024	HAWKINS INC	CHLORINE LIQUID: SMA	6702680	\$311.25
V524791	05/17/2024	HAWKINS INC	CHLORINE LIQUID: SMA	6702738	\$622.50
V524791	05/17/2024	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	6727412	\$149.40
V524791	05/17/2024	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	6727413	\$1,120.50
V524791	05/17/2024	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	6727414	\$498.00
V524791	05/17/2024	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	6727415	\$2,490.00

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V524792	05/17/2024	HDR ENGINEERING INC	PROF SVC TO 3/30/24	1200615069	\$21,544.51
V524793	05/17/2024	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	82159177	\$67.98
V524793	05/17/2024	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	84012993	\$2,383.97
V524793	05/17/2024	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	84723942	\$161.37
V524793	05/17/2024	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	84765697	\$21.00
V524793	05/17/2024	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	85167304	\$709.10
V524794	05/17/2024	HERNANDO COUNTY CLERK OF CIRCUIT	03/24 HCUJ ESCROW	511667	\$20.00
V524794	05/17/2024	HERNANDO COUNTY CLERK OF CIRCUIT	03/24 HCUJ ESCROW	511669	\$10.00
V524794	05/17/2024	HERNANDO COUNTY CLERK OF CIRCUIT	03/24 HCUJ ESCROW	511773	\$88.00
V524795	05/17/2024	HERNANDO SUN PUBLICATIONS LLC	ITB 24-T00600/ JG	287A67F90018	\$3.83
V524796	05/17/2024	INTEGRITY RESOURCES STAFFING INC	360 WE 4/14/24	13-31856	\$1,396.44
V524796	05/17/2024	INTEGRITY RESOURCES STAFFING INC	360 WE 4/21/24	13-31884	\$1,396.44
V524796	05/17/2024	INTEGRITY RESOURCES STAFFING INC	360 WE 4/28/24	13-31913	\$775.80
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-110 PARKTON AVE	5010	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-11263 TOPAZ ST	5017	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-2104 LINWOOD AVE	5023	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-2253 CHAMPLAIN	5025	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-3442 CHARMWOOD	5011	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-4017 THUNDERBIRD	5014	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-5253 KIRKWOOD AV	5020	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-7325 MILLSTONE S	5024	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-9256 DUNKIRK RD	5016	\$7,500.00
V524797	05/17/2024	JOHNS BY JOHN II WASTE SERVICES	SUIP-9768 HORIZON DR	5021	\$7,500.00
V524798	05/17/2024	MADDEN PREPRINT MEDIA LLC	THE OTHER SIDE OF FLORIDA	2024-023377	\$3,333.33
V524799	05/17/2024	MEGASCAPES LANDSCAPE & MAINTENANCE	SUPPLY, DELIVERY & PLACEM	42069	\$8,308.21
V524799	05/17/2024	MEGASCAPES LANDSCAPE & MAINTENANCE	SUPPLY, DELIVERY & PLACEM	42090	\$4,104.62
V524800	05/17/2024	MID FLORIDA DIESEL INC	MATERIALS/SUPPLIES	51574	\$228.27
V524800	05/17/2024	MID FLORIDA DIESEL INC	NON-EMERGENCY REPAIRS, GE	51574	\$290.00
V524800	05/17/2024	MID FLORIDA DIESEL INC	TRIP CHARGE	51574	\$400.00
V524801	05/17/2024	NATURE COAST OFFICIALS/UMPIRES INC	FIELD PREPARATION FOR GAM	5-8-24	\$360.00
V524801	05/17/2024	NATURE COAST OFFICIALS/UMPIRES INC	OFFICIATING SOFTBALL GAME	5-8-24	\$3,360.00
V524801	05/17/2024	NATURE COAST OFFICIALS/UMPIRES INC	PART 1 - MANAGEMENT/COORD	5-8-24	\$400.00
V524802	05/17/2024	NEW VISTA BUILDERS GROUP LLC	23-CTS005 FIRE STN 2	PAYREQ#9	\$619,976.82
V524802	05/17/2024	NEW VISTA BUILDERS GROUP LLC	23-CTS005 RETAINAGE	PAYREQ#9	(\$30,998.82)
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6450CR	(\$200.00)
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6456	\$577.00
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6457	\$577.00
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6458	\$577.00
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6466	\$277.00
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6469	\$577.00

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6470	\$910.00
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6471	\$666.00
V524803	05/17/2024	PAFF TREE SERVICE LLC	TREE REMOVAL	TS-6472	\$377.00
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	FLEET SITE, DIESEL/UNLEAD	2188341	\$19,464.75
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	FLEET SITE, DIESEL/UNLEAD	2203280	\$9,443.65
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	FLEET SITE, DIESEL/UNLEAD	2203364	\$18,563.11
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	FLEET SITE, DIESEL/UNLEAD	2207358	\$10,933.62
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	FLEET SITE, DIESEL/UNLEAD	2207446	\$22,147.07
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	FUEL, DIESEL CONTRACT PO	2207360	\$9,583.14
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	WISCON, DIESEL/UNLEADED F	2190138	\$3,416.42
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	WISCON, DIESEL/UNLEADED F	2205242	\$3,227.32
V524804	05/17/2024	PALMDALE OIL COMPANY LLC	WISCON, DIESEL/UNLEADED F	2208313	\$6,014.94
V524805	05/17/2024	PAYLESS SEPTIC SEWER AND DRAIN CORP	SUIP-3461 SPRING PKWY	LAWSON	\$7,500.00
V524806	05/17/2024	PRISTINE SERVICES LLC	3/24 JANITORIAL	24067	\$1,026.90
V524806	05/17/2024	PRISTINE SERVICES LLC	4/24 JANITORIAL	24092	\$821.52
V524807	05/17/2024	RATP DEV USA INC	TRANSIT MANAGEMENT OP	4OHE24	\$179,398.35
V524808	05/17/2024	RELX INC	42543M6SX 4/1-4/30	3095107713	\$393.86
V524809	05/17/2024	REPUBLIC SERVICES OF FLORIDA LP	307620014159 3548495	762003548495	\$3,912.76
V524809	05/17/2024	REPUBLIC SERVICES OF FLORIDA LP	307620014178 3555408	762003555408	\$1,479.22
V524809	05/17/2024	REPUBLIC SERVICES OF FLORIDA LP	CORRECT V524518	762003500613	\$0.00
V524810	05/17/2024	STEWART & STEVENSON LLC	EPO ENGINE #214 FIRE ENGI	90060889	\$2,700.86
V524810	05/17/2024	STEWART & STEVENSON LLC	EPO RPR SQUAD #2	90063145	\$7,820.29
V524811	05/17/2024	SUNCOAST URGENT CARE CENTER	EMPLOYEE SCREENING	24334	\$5,190.37
V524812	05/17/2024	SUPERIOR ASPHALT INC	SUPPLY AND DELIVERY OF PR	232023-1	\$399,999.69
V524813	05/17/2024	TECHNICAL SALES CORP	PUMPS, NEW SUBMERSIBLE SE	5746	\$4,467.54
V524814	05/17/2024	UNIFIRST CORPORATION	CLOTHING, APPAREL, AND UN	3370316973	\$59.32
V524814	05/17/2024	UNIFIRST CORPORATION	CLOTHING, APPAREL, AND UN	3370351289	\$144.23
V524814	05/17/2024	UNIFIRST CORPORATION	ENGINEER UNIFORM SERVICES	3370353389	\$6.99
V524814	05/17/2024	UNIFIRST CORPORATION	METER READER UNIFORM SERV	3370353390	\$35.63
V524814	05/17/2024	UNIFIRST CORPORATION	RELATED PRODUCTS AND SERV	3370316973	\$4.17
V524814	05/17/2024	UNIFIRST CORPORATION	RELATED PRODUCTS AND SERV	3370316976	\$31.27
V524814	05/17/2024	UNIFIRST CORPORATION	RELATED PRODUCTS AND SERV	3370351289	\$4.17
V524814	05/17/2024	UNIFIRST CORPORATION	RELATED PRODUCTS AND SERV	3370351290	\$31.27
V524814	05/17/2024	UNIFIRST CORPORATION	WASTEWATER UNIFORM SERVIC	3370343228	\$182.17
V524814	05/17/2024	UNIFIRST CORPORATION	WASTEWATER UNIFORM SERVIC	3370346576	\$192.97
V524814	05/17/2024	UNIFIRST CORPORATION	WASTEWATER UNIFORM SERVIC	3370349978	\$181.61

Board of County Commissioners Checks Issued

Check Number ▲	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V524814	05/17/2024	UNIFIRST CORPORATION	WASTEWATER UNIFORM SERVIC	3370353376	\$192.41
V524814	05/17/2024	UNIFIRST CORPORATION	WATER UNIFORM SERVICES: P	3370343228	\$123.89
V524814	05/17/2024	UNIFIRST CORPORATION	WATER UNIFORM SERVICES: P	3370346576	\$134.83
V524814	05/17/2024	UNIFIRST CORPORATION	WATER UNIFORM SERVICES: P	3370349978	\$124.17
V524814	05/17/2024	UNIFIRST CORPORATION	WATER UNIFORM SERVICES: P	3370353376	\$166.34
V524815	05/17/2024	US ECOLOGY TAMPA INC	HOUSEHOLD HAZARDOUS, WAST	1041860	\$13,422.92
V524819	05/17/2024	VERIZON WIRELESS	421672038-00003 4/23	9962392921	\$163.54
V524819	05/17/2024	VERIZON WIRELESS	521054440-00001 4/18	9961956359	\$895.28
V524819	05/17/2024	VERIZON WIRELESS	722505962-00001 4/15	9961753993	\$5,276.57
V524819	05/17/2024	VERIZON WIRELESS	742194571-00001 4/23	9962443852	\$118.70
V524819	05/17/2024	VERIZON WIRELESS	821883073-00006 4/23	9962456032	\$51.45
V524819	05/17/2024	VERIZON WIRELESS	842170353-00001 3/23	9959968709	\$287.95
V524819	05/17/2024	VERIZON WIRELESS	842170353-00001 4/23	9962459775	\$286.39
V524819	05/17/2024	VERIZON WIRELESS	942322806-00001 3/23	9959987008	\$8,224.14
V524819	05/17/2024	VERIZON WIRELESS	942322806-00001 4/23	9962478217	\$8,224.14
V524820	05/17/2024	VULCAN INC	U-POST, GALVANIZED FINISH	R45635	\$3,427.00
V524821	05/17/2024	WALLER CONSTRUCTION INC	23-CG0039 MULTI SW LA	PAYREQ#3	\$489,100.26
V524821	05/17/2024	WALLER CONSTRUCTION INC	23-CG0039 RETAINAGE	PAYREQ#3	(\$24,455.02)
V524822	05/17/2024	WEST FLORIDA AGGREGATES LLC	FDOT COMPLIANT LIMEROCK S	30863	\$4,688.28
V524822	05/17/2024	WEST FLORIDA AGGREGATES LLC	FDOT COMPLIANT LIMEROCK S	31022	\$10,844.52
V524823	05/17/2024	WEX BANK	0496001443936	96908121	\$49,959.53
V524823	05/17/2024	WEX BANK	0496005041520	96873601	\$446.89
Summary					\$3,667,457.14

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

Meeting: 06/11/2024
Department: Finance
Prepared By: Katherine Tomczyk
Initiator: Joshua Stringfellow
DOC ID: 14073
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Receipt of Alcohol and Other Drug Abuse Trust Fund Monthly Report for April 2024

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	Approved	05/20/2024 10:51 AM
Douglas Chorvat - FYI	Notified - FYI	05/20/2024 10:51 AM
Pamela Hare	Approved	05/20/2024 11:35 AM
Heidi Kurppe	Approved	05/21/2024 10:09 AM
Toni Brady	Approved	05/22/2024 11:10 AM
Jeffrey Rogers	Approved	05/22/2024 11:56 AM
Colleen Conko	Approved	05/22/2024 12:10 PM

**Hernando County
Alcohol and Other Drug Abuse Trust Fund
For the Month of April 2024**

	Report Month	FY 23/24 Fiscal YTD		From Inception
Costs and Assessments imposed by the Courts	\$ 1,230.00	\$ 10,890.00		\$ 193,735.14
Funds Collected and Deposited into the Trust Fund	\$ 571.78	\$ 5,879.62		\$ 94,929.02
Expenditures from the Trust Fund	\$ -	\$ -		\$ 26,471.20
Alcohol and Other Drug Abuse Trust Fund Balances	\$ 571.78	\$ 5,879.62		\$ 68,457.82

By authority of Hernando County Ordinance 2014-13 and Sections 938.13, 938.21, and 938.22, Florida Statutes.



AGENDA ITEM

TITLE

Variance Petition Submitted by ARC Florida Homes, LLC, on Behalf of Milvian, LLC (V2349)

BRIEF OVERVIEW

The applicant has requested a variance to reduce rear yard the rear setback from 15' to 9.4'.

LOCATION

Glen Lakes PH 1 Unit 4-E Lot 14

CURRENT ZONING

PDP(SF)

ORDINANCE STANDARDS

Appendix A - Zoning, Article VIII. - Planned-Development Project, Section 1 B. Perimeter setback Rear 15'.

SURROUNDING ZONING & LAND USE

North: PDP(SF)

South: PDP(SF)

East: PDP(SU) DRA

West: PDP(SF)

LETTERS RECEIVED

Rupp

Salkewick

Schalk

CONCLUSIONS

1. The applicant has requested a variance to reduce the rear setback from 15' to 9.4' for the main dwelling. It will remain within the property lines.
2. It is recommended that the Board review the request, take public comment, and make a finding that the request is consistent with the review criteria Appendix A, Article V, Section 3.A(1) and Chapters 125 and 163, Florida Statutes.

FINANCIAL IMPACT

A matter of policy.

LEGAL NOTE

The Board is authorized to consider the variance request pursuant to Hernando County Code

of Ordinances, Appendix A, Article V, Section 3, and Chapters 125 and 163 of the Florida Statutes.

RECOMMENDATION

It is recommended that the Board review the variance, find the request is consistent with the review criteria of Appendix A - Zoning, Article VIII. - Planned-Development Project, Section 1 B. Perimeter setback rear from 15' to 9.4' and authorize the Chairperson's signature of the attached associated resolution.

REVIEW PROCESS

Omar DePablo	Approved	05/29/2024	10:39 AM
Peter Schwarz	Approved	05/30/2024	11:41 AM
Albert Bertram	Approved	05/30/2024	12:01 PM
Pamela Hare	Approved	05/30/2024	1:31 PM
Victoria Anderson	Approved	05/30/2024	1:36 PM
Heidi Kurppe	Approved	05/30/2024	3:27 PM
Toni Brady	Approved	06/03/2024	8:55 AM
Jeffrey Rogers	Approved	06/03/2024	12:47 PM
Colleen Conko	Approved	06/03/2024	2:18 PM

OFFICE USE ONLY
DATE REC'D
FILE NO. _____

**HERNANDO COUNTY DEPARTMENT OF
DEVELOPMENTAL SERVICES
VARIANCE APPLICATION**

V-23-49
1471859

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before consideration for the request is reviewed and a determination made. Bear in mind that the variance request must be justified and the mere filing of the application or appearance at a public hearing, if needed, does not assure approval of said application. If a public hearing is necessary, the applicant or representative is required to appear in person at the hearing.

Applicant Name: ARC Florida Homes Date: 8/9/23

Mailing Address: 9000 Glenlakes Blvd. Weeki Wachee FL 34613

Phone No. 352-597-9000 Fax: _____

E-Mail: glenlakesarchohomes@gmail.com

Representative Name (if applicable): _____

Mailing Address: _____

Phone No. _____ Fax: _____

E-Mail: _____

Address of Property: 9319 Gentle Ben Ct. Weeki Wachee FL 34613

Legal Description: Lot 14, Glenlakes, Phase One, Unit 4E

Key No.: 1532791 Zoning District: Residential (PDP)

Homeowners Association Yes No _____ If yes, name of HOA Glenlakes HOA

Contact Name: James W. Rappaport

Contact Address: 9000 Glenlakes Blvd. City: Weeki Wachee State FL Zip 34613

Variance being requested: Reduce Setback at rear of property from 15' to 9.4'
(brief description of variance, i.e. reduce setback, increase bldg. height, etc.)

Briefly state hardship justifying granting of the variance: Some conflict proposed home on the lot.
(see hardship criteria listed on page 4. Give full explanation in written narrative, see No. 7 of instruction sheet)

Signature of applicant or representative: [Handwritten Signature]

OWNER AFFIDAVIT

I, Milvian LLC, HEREBY STATE AND AFFIRM THAT:

- I am the owner of the property and am making this application OR
- I am the owner of the property and am authorizing the entity below to submit an application on the described property. The entity shall complete the affidavit below.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

[Signature]
Signature of property owner

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~HERNANDO~~ New York

The foregoing instrument was acknowledged before me this 17 day of August, 2023 by Geoffrey Kristof, who is () personally known to me or who () has produced as identification

[Signature]
Signature of Notary Public

QUINCY DAY WALTER
 Notary Public - State of New York
 NO. 01WA6441954
 Qualified in New York County
 My Commission Expires Oct 3, 2026

Stamp of Notary Public

AGENT/REPRESENTATIVE AFFIDAVIT

I, ARC Florida Homes, HEREBY STATE AND AFFIRM THAT:

- I am the legal representative of the owner or lessee of the property described, which is the subject matter of the application. I have been authorized by the owner identified above to proceed with this application.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

[Signature]
Signature of representative

STATE OF FLORIDA
COUNTY OF ~~HERNANDO~~

The foregoing instrument was acknowledged before me this 23 day of August, 2023 by Reem Hanyu mangy, who is () personally known to me or who () has produced as identification.

[Signature]
Signature of Notary Public

NOTARY PUBLIC
 STATE OF FLORIDA
 CONNIE PETTY
 Commission # GG 956854
 Expires June 9, 2024
 Bonded Thru Budget Notary Services

Stamp of Notary Public

VARIANCE INFORMATION

A variance is a request to deviate from the strict application of the provisions of the zoning ordinance in order to proceed with a proposed development. Upon submittal of a completed application, the administrative official shall review all variances based on the criteria listed below. **Please check the criteria that applies to your request:**

- Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
- The special conditions and circumstances do not result from the actions of the applicant.
- The requested variance will not be detrimental to the development pattern in the neighborhood.
- The requested variance will enable the petitioner to avoid building in the flood plain.
- The requested variance will enable the petitioner to protect one or more specimen trees.
- The requested variance is the result of a development plan proposing a more efficient and safe design through an access management plan approved by the development review committee.
- The requested variance is for a front yard corner lot and will not have any adverse impact on the established development pattern of the adjacent lots.
- The requested variance is for an addition for a building with an existing portion already encroaching into the yard and will not extend past a line established by the existing encroachment running parallel to the lot line.
- The requested variance will further the reconstruction, rehabilitation, or restoration of structures listed in or classified as contributing to a district listed in the National Register of Historic Places, the Local Register of Historic Places, or the State Inventory of Historic Places.

The administrative official shall, following review of the request, issue a notice of intent, for either the approval or the denial of the variance.

(a) If the notice of intent is to approve the variance, a mailing shall be issued to the property owners within five hundred (500) feet of the property under consideration for the variance. This notice shall indicate that it is the administrative official's intent to approve the requested variance fifteen (15) calendar days after the date of the mailing if no appeal is filed.

(b) If no appeal is filed within fifteen (15) calendar days objecting to the administrative official's decision to approve the variance, the decision shall stand. If an appeal is filed by 4:30 pm on the fifteenth day, the administrative official shall schedule a public hearing for the governing body to hear the application for the variance.

(c) If the administrative official's intent is to deny the requested variance, the administrative official shall send notification letters to the applicant and the property owners within five hundred (250) feet of the property under consideration for the variance, indicating the administrative official's intent to deny the variance.

(d) If no appeal is filed within fifteen (15) calendar days objecting to the administrative official's decision to deny the variance, the decision shall stand. If an appeal is filed by 4:30 pm on the fifteenth day, the administrative official shall schedule a public hearing for the governing body (board of county commissioners) to hear the application for the variance.

If a public hearing before the Board of County Commissioners is scheduled, the Zoning Division shall, after setting a date for the Public Hearing:

- (a) Prepare the required legal notice for publication in the local newspaper.
- (b) Mail a notice of the upcoming public hearing to all owners of property within 250 feet of the boundaries of the subject property.
- (c) Petitioner or representative will pick up the required signage for posting of the subject property.
 1. The petitioner shall post the property with sign provided by the Zoning Division at least fifteen days prior to the scheduled public hearing.
 2. After posting the sign, the petitioner will sign an affidavit certifying he has met the requirements of Item 1. above.
 3. The sign posting affidavit shall be delivered to the Zoning Division at least seven days prior to the scheduled public hearing date.
 4. The sign is to remain posted on the property until after the scheduled public hearing.

The Board of County Commissioners (BCC) has final authority for granting or denying requests for variances. The BCC may specify conditions for the granting of a variance.

A dimensional variance runs with the land: A dimensional variance applies to the property for which it is granted, and not to the individual who applies for it. A dimensional variance is transferable to any future owner of the land, but it cannot be transferred by the applicant to a different site.

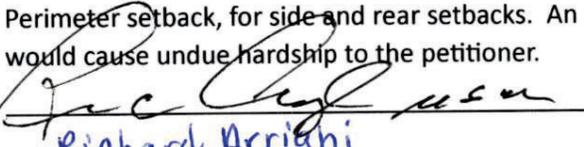
A variance shall not be granted to allow a use not otherwise permitted in the zoning district.

An aggrieved party may appeal a final administrative order of the governing body to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the governing body. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

August 7, 2023

To whom it may concern, we are requesting a variance on the described property:

Lot 14, 9319 Gentle Ben Ct, Weeki Wachee FL 34613 to request the rear setback to be reduced from 15' to 9.4'. We are asking for relief from Ordinance Appendix A-Zoning, Article VIII Section 1B. Perimeter setback, for side and rear setbacks. An enforcement of the provision of the ordinance would cause undue hardship to the petitioner.

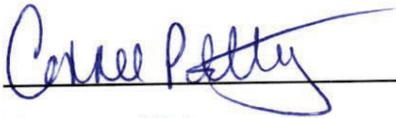

Richard Arrighi

State of FL

County of Hernando

The foregoing instrument was acknowledged before me this 23rd day of August, 2023

By Richard Arrighi who is personally known to me.



Signature of Notary



CONNIE PETTY
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

Stamp

AFFECTED HOMEOWNERS ASSOCIATION (HOA) CONTACT AFFIDAVIT

Instructions

1. All information must be completed on this affidavit prior to being signed in the presence of a Notary Public.
2. This affidavit must be returned to the Hernando County Planning Department in order to deem the application complete. No hearing shall be scheduled until such time the affidavit has been returned.

Application Name: ARC Florida Homes

File Number: _____

I met with the affected HOA on this the 9th day of August, 2023

Before me, the undersigned authority, personally appeared James W. Rappaport
(Print or Type Name)

who, being duly sworn deposes and says that the affected HOA named below has been contacted pursuant to Board of County Commissioner's Policy No. 37-01

HOA Name: Glen Lakes Homeowners Association

Contact Person: James W. Rappaport

 (Signature)

There is no HOA to be contacted, pursuant to the Board of County Commissioner's Policy No. 37-01

 (Signature)

State of Florida On this the 9th day of August, 2023 before me,
 County of Hernando the undersigned Notary Public of the State of Florida, personally appeared
 NOTARY PUBLIC James W. Rappaport
 SEAL OF OFFICE: (Name(s) of the Individual(s) who appeared before notary)

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Connie Petty
 NOTARY PUBLIC OF FLORIDA CONNIE PETTY
 Commission # GG 956854
 Expires June 9, 2024
(Name of Notary Public: Print, Stamp or Type as Commission # provided Thru Budget Notary Services)

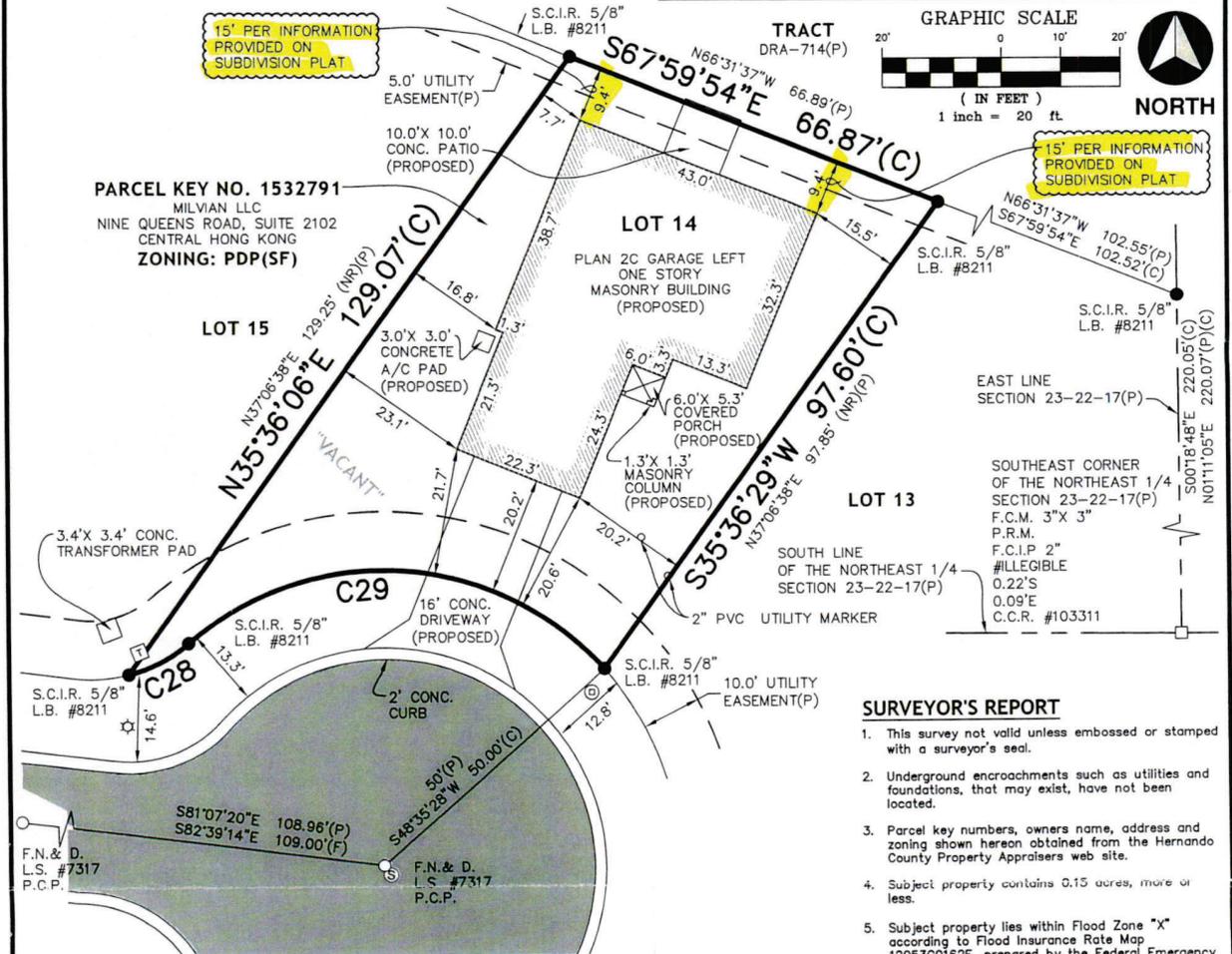
~ Personally known to me, or
 ~ Produced Identification: _____
(Type of Identification Produced)

~ DID take an oath, or ~ DID NOT take an oath.

#

BOUNDARY SURVEY

SECTION 23, TOWNSHIP 22 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA



PARCEL KEY NO. 1532791
MILVIAN LLC
NINE QUEENS ROAD, SUITE 2102
CENTRAL HONG KONG
ZONING: PDP(SF)

LOT 14
PLAN 2C GARAGE LEFT
ONE STORY
MASONRY BUILDING
(PROPOSED)

LOT 15
3.0' X 3.0' CONCRETE
A/C PAD
(PROPOSED)

LOT 13
6.0' X 5.3' COVERED
PORCH
(PROPOSED)

3.4' X 3.4' CONC.
TRANSFORMER PAD

C29
16' CONC.
DRIVEWAY
(PROPOSED)

C28
S.C.I.R. 5/8"
L.B. #8211

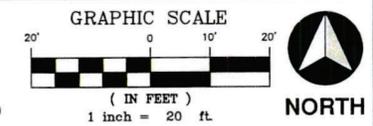
2' CONC.
CURB

S.C.I.R. 5/8"
L.B. #8211

F.N.& D.
L.S. #7317
P.C.P.

F.N.& D.
L.S. #7317
P.C.P.

GENTLE BEN COURT
RIGHT OF WAY WIDTH VARIES(P)
ASPHALT PAVEMENT WIDTH VARIES



15' PER INFORMATION
PROVIDED ON
SUBDIVISION PLAT

SURVEYOR'S REPORT

- This survey not valid unless embossed or stamped with a surveyor's seal.
- Underground encroachments such as utilities and foundations, that may exist, have not been located.
- Parcel key numbers, owners name, address and zoning shown hereon obtained from the Hernando County Property Appraisers web site.
- Subject property contains 0.15 acres, more or less.
- Subject property lies within Flood Zone "X" according to Flood Insurance Rate Map 12053C0162E, prepared by the Federal Emergency Management Agency, last revised January 15, 2021.
- Bearings shown hereon are relative to the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the North line of Lot 14 as being S. 67 degrees 59'54"E.
- Legal description shown hereon prepared by the undersigned surveyor.
- This survey was prepared without the benefit of a Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this survey that may be found in the Public Records of Hernando County, Florida.

LEGAL DESCRIPTION

Lot 14, GLEN LAKES PHASE ONE UNIT "4-E", as recorded in Plat Book 34 Page 21 of the Public Records of Hernando County, Florida.

LEGEND

- FCM = FOUND CONCRETE MONUMENT
- FN&D = FOUND NAIL AND DISK
- SCIR = SET CAPPED IRON ROD
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- CCR = CERTIFIED CORNER RECORD
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- PB = PLAT BOOK
- PG = PAGE
- (P) = PLAT
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED
- (D) = NOT RADIAL
- A/C = AIR CONDITIONER
- CONC = CONCRETE
- ⊗ = GATE VALVE
- ⊙ = SANITARY SEWER CLEAN-OUT
- ⊕ = SANITARY SEWER MANHOLE
- ☎ = TELEPHONE RISER/BOX/CABINET
- ☒ = IRRIGATION BOX
- ☆ = LIGHT POLE

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C29(C)	50.00'	89°26'05"	70.36'	N86°07'34"W	78.05'
C29(P)	50.00'	89°26'42"	70.37'	N84°35'51"W	78.06'
C28(C)	25.00'	26°23'40"	11.42'	S62°21'13"W	11.52'
C28(P)	25.00'	26°22'56"	11.41'	N63°53'05"E	11.51'

BUILDING SETBACKS

FRONT = 20'
SIDE = 7.5'/0'
REAR = 15'

BUILDING PLAN

BUILDING PLAN 2 ELEV C GARAGE LEFT



SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Boundary Survey was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.

[Signature] 07/31/2023
Dennis J. Benham
Professional Surveyor and Mapper No. 4697
State of Florida

PREPARED BY ACCURATE SURVEY OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 TEL: (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR MILVIAN LLC, ARC FLORIDA HOMES 10485 GLEN LAKES BOULEVARD WEEKI WACHEE, FLORIDA 34613-4299	CREW CHIEF: N/A PROJECT # GLEN LAKES
	SHEET NAME LOT 14, GENTLE BEN COURT GLEN LAKES PHASE ONE UNIT "4-E" HERNANDO COUNTY, FLORIDA	DRAWN BY: T.L.H. DATE: 07/31/2023
		REVISION DATE: -

This instrument prepared by

Martin A. Schwartz, Esq.
Bilzin Sumberg Baena
Price & Axelrod LLP
1450 Brickell Avenue
Suite 2300
Miami, Florida 33131

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of 20 August, 2021, between **ARC GlenLakes LLC**, a Florida limited liability company with an address at 10485 Glen Lakes Blvd, Weeki Wachee, Florida 34613 ("Grantor") and **Milvian LLC**, a Delaware limited liability company with an address at c/o Asia Pacific Land Ltd., Nine Queen's Road, Suite 2102, Central Hong Kong ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate in Hernando County, Florida, more particularly described on Exhibit "A" ("Property").

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for the current and subsequent years, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, except for claims arising from the Permitted Exceptions.

This Deed is not a conveyance of all or substantially all of the assets of Grantor.

This is a conveyance made in the regular course of business of Grantor.

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Signature: [Signature]
Print Name: Jacob DeGrazia

ARC GLENLAKES LLC,
a Florida limited liability company

Signature: [Signature]
Print Name: Nancy Diaz

By: SEABOARD DEVELOPMENT LLC
a Florida limited liability company
Its: Manager

By: [Signature]
By: Rick Arrighi
Its: Managing Member

[Affix Corporate Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of August, 2021, by Rick Arrighi, as Managing Member of Seaboard Development LLC, a Florida limited liability company, Manager of ARC GlenLakes LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced a driver's license as identification.

Sign Name: [Signature]
Print Name: Jacob DeGrazia
NOTARY PUBLIC
Serial No. (none, if blank): HH 50845

My Commission Expires:
08-31-2024

[NOTARY SEAL] Jacob DeGrazia
Notary Public
State of Florida
Comm# HH030843
Expires 8/31/2024



EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 12: Lots 613, 614 and 617, of GLEN LAKES PHASE ONE - UNIT 2D, according to plat thereof recorded in Plat Book 33, Pages 12 and 13, of the public records of Hernando County, Florida.

Parcel 12A: Lots 12, 13 and 14 of GLEN LAKES PHASE TWO UNIT "U", according to plat thereof recorded in Plat Book 33, Pages 43 and 44, of the public records of Hernando County, Florida.

Parcel 13: Lots 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 27, 28 and 29, of GLEN LAKES PHASE ONE UNIT "4-E", according to plat thereof recorded in Plat Book 34, Pages 21 and 22, of the public records of Hernando County, Florida.

Parcel 15: Lot 33, of GLEN LAKES PHASE ONE - UNIT 5B, according to plat thereof recorded in Plat Book 29, Pages 24 and 25, of the public records of Hernando County, Florida.

Parcel 15A: Lot 1 of GLEN LAKES PHASE TWO UNIT "T", according to plat thereof recorded in Plat Book 33, Pages 41 and 42, of the public records of Hernando County, Florida.

Parcel 16: Lots 954, 955, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 979, 981, 982, 984, 985, 987, 988, 989 and 990, of GLEN LAKES PHASE ONE UNIT "4-F", according to plat thereof recorded in Plat Book 38, Pages 1 through 3, inclusive, of the public records of Hernando County, Florida.

Parcel 16A: Lots 980, 991, 992, 993, 995, 996, 997, 998, 999, 1000, 1001, 1006, 1007, of GLEN LAKES PHASE ONE UNIT "4-F", according to plat thereof recorded in Plat Book 38, Pages 1 through 3, inclusive, of the public records of Hernando County, Florida.

OFFICE USE ONLY
DATE REC'D

FILE NO. _____

**HERNANDO COUNTY ZONING DIVISION
ZONING APPEAL APPLICATION**

This application must be completed and returned, with all documents and check specified on the instruction sheet, to this office before a board hearing will be scheduled. Please note that the petitioner or representative is required to be present at the hearing.

Applicant Name: ARC Florida Homes LLC Date: 12/13/23

Mailing Address: 9000 GlenLakes Blvd. WeekiWachee FL 34613

Phone No. 352-597-9000 Fax: N/A

E-Mail: glenlakesarchomes@gmail.com

Representative Name (if applicable): Rick Arrighi

Mailing Address: 9000 GlenLakes Blvd. WeekiWachee FL 34613

Phone No. 352-597-9000 Fax: _____

E-Mail: Same as above

Address of Property: 9319 Gentle Ben Ct. WeekiWachee FL 34613

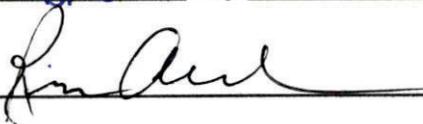
Legal Description: Lot 14, GlenLakes, Phase one, Unit 4-E

Key No.: 1532791 Zoning District: Hernando

Homeowners Association Yes No If yes, name of HOA GlenLakes master HOA

Contact Name: James W. Rappaport

Contact Address: 9000 GlenLakes Blvd. City: WeekiWachee State FL Zip 34613

Signature of applicant or representative: 

OWNER AFFIDAVIT

I, milvian LLC, HEREBY STATE AND AFFIRM THAT:

- I am the owner of the property and am making this application OR
- I am the owner of the property and am authorizing the entity below to submit an application on the described property. The entity shall complete the affidavit below.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

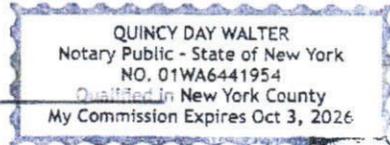
[Signature]
Signature of property owner

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 12 day of December, 2023 by Geoffrey Kristof, who is () personally known to me or who () has produced as identification.

[Signature]
Signature of Notary Public

Stamp of Notary Public



AGENT/REPRESENTATIVE AFFIDAVIT

I, Richard Arrighi / Acc. Florida Homes, LLC, HEREBY STATE AND AFFIRM THAT:

- I am the legal representative of the owner or lessee of the property described, which is the subject matter of the application. I have been authorized by the owner identified above to proceed with this application.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

[Signature]
Signature of representative

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13th day of Dec, 2023 by Richard Arrighi, mang, who is () personally known to me or who () has produced as identification.

[Signature]
Signature of Notary Public

Stamp of Notary Public



CONNIE PETTY
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

December 13, 2023

Re: Lot 14, GlenLakes, Phase One, Unit 4-E Key # 1532791 9319 Gentle Ben Ct. Weeki Wachee Fl 34613

To whom it may concern

We would like to request a hearing before the Board of Commissioners for a variance on the above-described property.


Richard Arrighi, *manag.*

State of Florida

Hernando County

The foregoing instrument was acknowledged before me this 13th day of December, 2023, by Richard Arrighi who is () personally know to me or who () has produced _____ as identification.



Notary Public

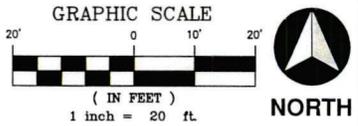
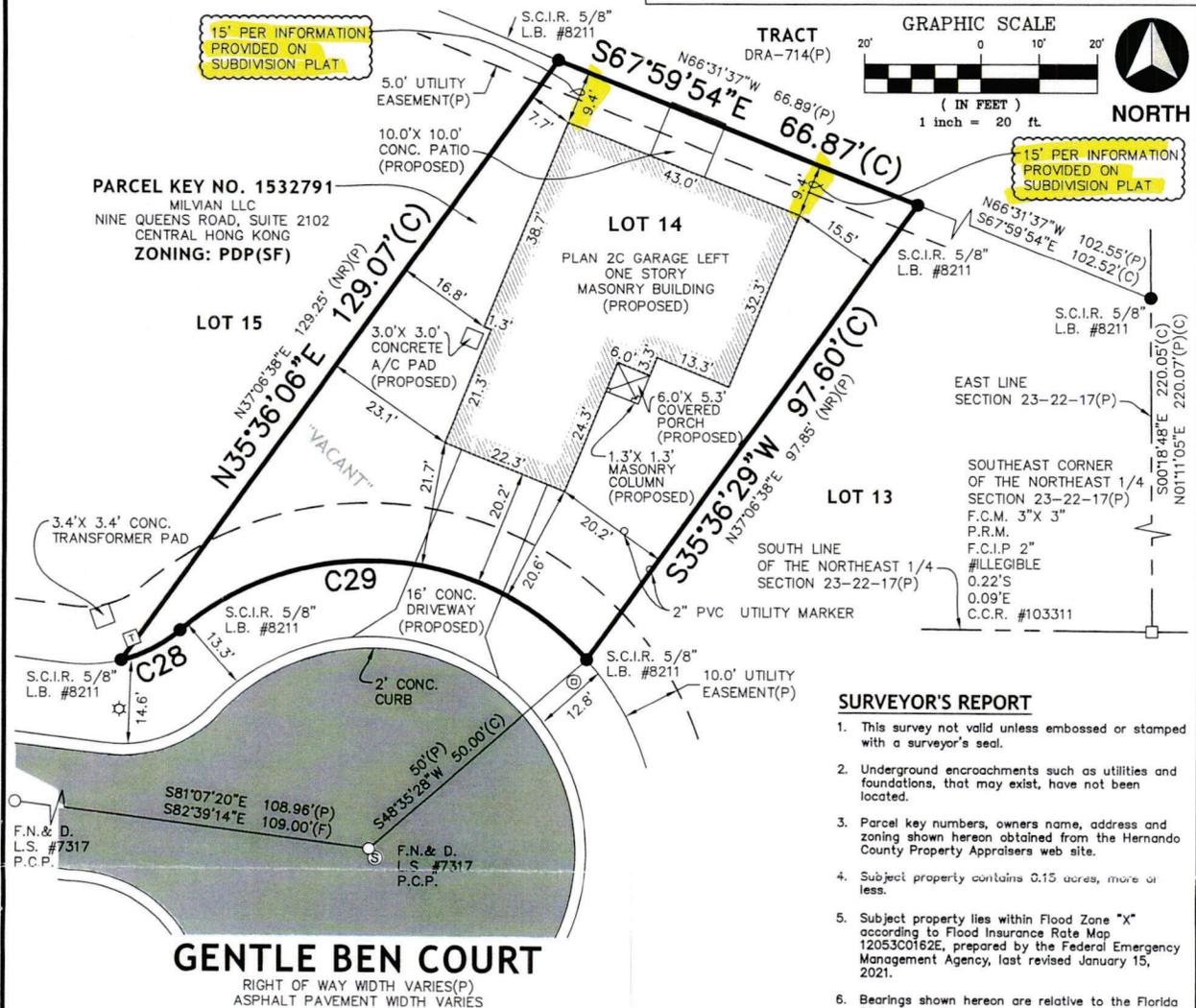


CONNIE PETTY
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

My commission expires: _____

BOUNDARY SURVEY

SECTION 23, TOWNSHIP 22 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA



SURVEYOR'S REPORT

- This survey not valid unless embossed or stamped with a surveyor's seal.
- Underground encroachments such as utilities and foundations, that may exist, have not been located.
- Parcel key numbers, owners name, address and zoning shown hereon obtained from the Hernando County Property Appraisers web site.
- Subject property contains 0.15 acres, more or less.
- Subject property lies within Flood Zone "X" according to Flood Insurance Rate Map 12053C0162E, prepared by the Federal Emergency Management Agency, last revised January 15, 2021.
- Bearings shown hereon are relative to the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the North line of Lot 14 as being S. 67 degrees 59'54"E.
- Legal description shown hereon prepared by the undersigned surveyor.
- This survey was prepared without the benefit of a Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this survey that may be found in the Public Records of Hernando County, Florida.

LEGAL DESCRIPTION

Lot 14, GLEN LAKES PHASE ONE UNIT "4-E", as recorded in Plat Book 34 Page 21 of the Public Records of Hernando County, Florida.

LEGEND

- FCM = FOUND CONCRETE MONUMENT
- FN&D = FOUND NAIL AND DISK
- SCIR = SET CAPPED IRON ROD
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- CCR = CERTIFIED CORNER RECORD
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- PB = PLAT BOOK
- PG = PAGE
- (P) = PLAT
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED
- (D) = NOT RADIAL
- A/C = AIR CONDITIONER
- CONC = CONCRETE
- X = GATE VALVE
- ⊕ = SANITARY SEWER CLEAN-OUT
- ⊙ = SANITARY SEWER MANHOLE
- ☐ = TELEPHONE RISER/BOX/CABINET
- ☐ = IRRIGATION BOX
- ☆ = LIGHT POLE

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C29(C)	50.00'	89°26'05"	70.36'	N86°07'34"W	78.05'
C29(P)	50.00'	89°26'42"	70.37'	N84°35'51"W	78.06'
C28(C)	25.00'	26°23'40"	11.42'	S62°21'13"W	11.52'
C28(P)	25.00'	26°22'56"	11.41'	N63°53'05"E	11.51'

BUILDING SETBACKS

FRONT = 20'
SIDE = 7.5'/0'
REAR = 15'

BUILDING PLAN

BUILDING PLAN 2 ELEV C GARAGE LEFT



SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Boundary Survey was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.

[Signature] 07/31/2023
Dennis J. Benham
Professional Surveyor and Mapper No. 4697
State of Florida

PREPARED BY
ACCURATE SURVEY OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE
PLANT CITY, FLORIDA 33563
TEL: (813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR
MILVIAN LLC, ARC FLORIDA HOMES
10485 GLEN LAKES BOULEVARD
WEEKI WACHEE, FLORIDA 34613-4299

SHEET NAME
LOT 14, GENTLE BEN COURT
GLEN LAKES PHASE ONE UNIT "4-E"
HERNANDO COUNTY, FLORIDA

CREW CHIEF: N/A	PROJECT # GLEN LAKES
DRAWN BY: T.L.H.	DATE: 07/31/2023
CHECKED BY: D.J.B.	SHEET 1 OF 1
REVISION DATE:	-

STAFF REPORT



Hearings: Planning & Zoning Commission:
Applicant: ARC Florida Homes
File Number: V-23-49 / 1471859
Request: Reduction in the rear setback from 15' to 9.4'
General Location: 9319 Gentle Ben Ct, Weeki Wachee, FL 34613
Parcel Key: 1532791

Applicant's Request: Reduction in the rear setback from 15' to 9.4'

Site Characteristics:

- **Site Size:** 6474 SQFT
- **Surrounding Zoning & Land Uses:**
 - North: PDP(SF)
 - South: PDP(SF)
 - East: PDP(SU)DRA
 - West: PDP(SF)
- **Current Zoning:** PDP(SF)
- **Future Land Use Map Designation:** RESIDENTIAL

Land Use Analysis:

Applicable Code(s):

APPENDIX A – ZONING, ARTICLE VIII. - PLANNED-DEVELOPMENT PROJECT, Section 1 B. Perimeter setback Rear 15'.

Administrative Review:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

Staff Analysis: NA

2. That the special conditions and circumstances do not result from the actions of the applicant;

Staff Analysis: NA

3. The requested variance will not be detrimental to the development pattern in the neighborhood;

Staff Analysis: The applicant has requested a variance to reduce the rear setback from 15' to 9.4' for the main dwelling. It will remain within the property lines;

4. The requested variance will enable the petitioner to avoid building in the flood plain;

Staff Analysis: NA

5. The requested variance will enable the petitioner to protect one or more specimen trees;

Staff Analysis: NA

6. The requested variance is the result of a development plan proposing a more efficient and safe design through an access management plan approved by the development review committee.

Staff Analysis: NA

7. The requested variance is for a front yard corner lot and will not have any adverse impact on the established development pattern of the adjacent lots.

Staff Analysis: NA

8. The requested variance is for an addition for a building with an existing portion already encroaching into the yard and will not extend past a line established by the existing encroachment running parallel to the lot line.

Staff Analysis: NA

9. The requested variance will further the reconstruction, rehabilitation, or restoration of structures listed in or classified as contributing to a district listed in the National Register of Historic Places, the Local Register of Historic Places, or the State Inventory of Historic Places.

Staff Analysis: NA

Staff Recommendation:

Staff recommendation is to intend to **approve.**



REQUEST FOR REVIEW OF VARIANCE DECISION

APPLICATION FOR PUBLIC HEARING
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your request for review of this petition, to this office before advertisement may be made for a public hearing before the Board of County Commissioners.

THE PERSON REQUESTING THE REVIEW IS REQUIRED TO APPEAR IN PERSON AT THE PUBLIC HEARING.

Date: 11/07/2023

Variance File No.: V 23-49/1471859

Petitioner Name: ARC FLORIDA Homes

1. Your name (please print) Glen W Schack

Mailing Address 9011 Jericho Rd

City Weeki Wachee State FL Zip 34613 Phone# 727 494 4705

2. State your reasons for requesting a review of the variance decision:

These Rental Homes Being Built in Glen Lakes
Are Being Built with Minimum Spacing
Between Properties Already - To Apply
A Variance Only Jams an Overcrowded
Situation Already in Place. I Reject
the Variance Application Because of This

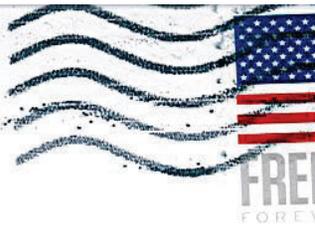
Attach additional pages, if necessary, to explain the reason you are requesting a review of this variance decision. Submit this form along with any additional documentation which you deem necessary to support your request. YOU will be notified in writing of the date and time scheduled for your appearance before the Board of County Commissioners.

SIGNATURE: Glen Schack

Liz & Glenn Schalk
9011 Jericho Road
Weeki Wachee, FL 34613

RECEIVED
NOV 15 2023
Hernando County Development Services
Zoning Division

TAMPA FL 335
SAINT PETERSBURG FL
10 NOV 2023 PM 5



RECEIVED
NOV 9 5 2023
Hernando County Development Services
Zoning Division

RECEIVED
NOV 15 2023
Hernando County Development Services
Zoning Division

DEPT OF Development Services
PLANNING DIVISION
789 PROVIDENCE BLVD
Brooksville, FL

34601-304383

3.H.6



REQUEST FOR REVIEW OF VARIANCE DECISION

APPLICATION FOR PUBLIC HEARING
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your request for review of this petition, to this office before advertisement may be made for a public hearing before the Board of County Commissioners.

THE PERSON REQUESTING THE REVIEW IS REQUIRED TO APPEAR IN PERSON
AT THE PUBLIC HEARING.

Date: _____

Variance File No.: V-23-50/1471863 Petitioner Name: ARC Florida Homes

1. Your name (please print) Francis & April Rupp

Mailing Address 9312 Gentle Ben Court

City Weeki Wachee State FL Zip 34613 Phone# 352-556-4039

2. State your reasons for requesting a review of the variance decision:

I live across the street from 9305 Gentle Ben Ct. I feel this house and all the other new houses they are planning to build on the street should be required to follow the same setback rules we were required to follow at the time all the houses on Gericho and Gentle Ben Ct. were built. There should be no exceptions! We have a lovely neighborhood and would like it to remain so. I am not asking anything more than what was required of everyone else. We vote NO to setback change!!

Attach additional pages, if necessary, to explain the reason you are requesting a review of this variance decision. Submit this form along with any additional documentation which you deem necessary to support your request. YOU will be notified in writing of the date and time scheduled for your appearance before the Board of County Commissioners.

SIGNATURE: April Rupp Francis Rupp



Frank & April Rupp
 9312 Gentle Ben Ct
 Weeki Wachee, FL 34613-8207

TAMPA FL 335
 SAINT PETERSBURG FL
 10 NOV 2023 PM 4 L

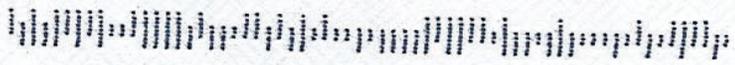


RECEIVED
 NOV 15 2023

Department of Development Services
Planning Division
 789 Providence Blvd.
 Seaksville, FL 34601

Hernando County Development Services
 Planning Division

34601-304383





REQUEST FOR REVIEW OF VARIANCE DECISION

**APPLICATION FOR PUBLIC HEARING
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS**

This application must be completed and returned, along with any additional data supporting your request for review of this petition, to this office before advertisement may be made for a public hearing before the Board of County Commissioners.

THE PERSON REQUESTING THE REVIEW IS REQUIRED TO APPEAR IN PERSON AT THE PUBLIC HEARING.

Date: Nov 7, 2023

Variance File No.: V-23-50 / 1471863 Petitioner Name: Charles Salkewicz

1. Your name (please print) Sandra Gripton / Charles Salkewicz

Mailing Address 9061 Jericho Rd

City Weeki Wachee State FL Zip 34618 Phone# 248 660 6963

2. State your reasons for requesting a review of the variance decision:
(Very hard to get info about this request)
We want all houses on Gentle Ben Court
to be set back from the road ~~that~~
the distance that existing
houses are set back. No
closer to the Road.

Attach additional pages, if necessary, to explain the reason you are requesting a review of this variance decision. Submit this form along with any additional documentation which you deem necessary to support your request. **YOU will be notified in writing of the date and time scheduled for your appearance before the Board of County Commissioners.**

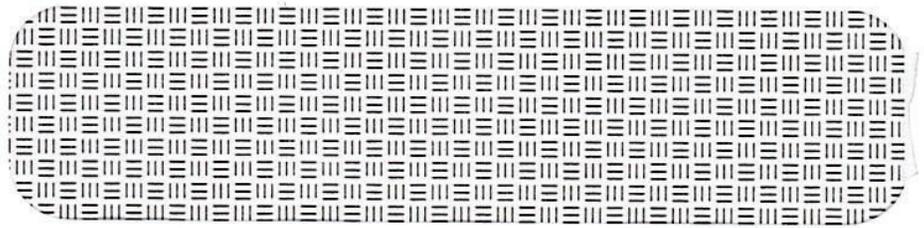
SIGNATURE: [Signature]
Nov 10, 2023

FROM: Gripton / Salkiewicz
9067 Jericho Rd
Weeki Wachee - FL
34613

TAMPA FL 335
SAINT PETERSBURG FL
10 NOV 2023 PM 5 L



Developmental Services Dept
Planning Division
1653 Blaise Dr
Brooksville,
Florida



34601-303153 3460



2/19/2024

FILE_NUMBI	OWNER_NAME	OWNER_NA_1	MAIL_ADDR1	MAIL_ADDR2	MAIL_ADDR3	MAIL_ADDR4
V-23-49	APAMEA CAPITAL LLC		12148 CORTEZ BLVD	BROOKSVILLE FL 34613		
V-23-49	BELNIAK ALFRED J TTEE, BELNIAK MARLENE M	TTEE	11055 BAYWIND CT	WEEKI WACHEE FL 34613-6531		
V-23-49	BOLING JOSHUA		7501 JOMEL DR	WEEKI WACHEE FL 34607-2018		
V-23-49	GIARRATANO ANTHONY, GIARRATANO VERONICA		9004 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-49	GLEN LAKES HOMEOWNERS ASSOC		9000 GLEN LAKES BLVD	WEEKI WACHEE FL 34613-4200		
V-23-49	GLICKFIELD BONNIE K LIFE ESTATE		9036 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-49	HSU PETER, RYAN-HSU MONIKA E, RYAN	ERIC J	9047 JERICHO RD	WEEKI WACHEE FL 34613-8200		
V-23-49	KALINA CAROL A TTEE		11121 CADDIE LN	CONCORD TOWNSHIP OH 44077-8939		
V-23-49	KARAS JAMES N, KARAS SUN MI		8988 JERICHO RD	WEEKI WACHEE FL 34613-8206		
V-23-49	MAJEWSKI TAYLOR, MAJEWSKI LAURA		8825 CLARITA ST	BROOKSVILLE FL 34613		
V-23-49	MERCADANTE M RICHARD TTEE, MERCADANTE	GAIL S TTEE	9020 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-49	MILVIAN LLC	C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235		
V-23-49	OLD DIRT ROAD PROPERTY GROUP LLC		6800 GULFPORT BLVD S # 201-304	PASADENA FL 33707-2163		
V-23-49	OLIVIER CHARLES T, OLIVIER KATHLEEN		9019 JERICHO RD	BROOKSVILLE FL 34613-8200		
V-23-49	PALADINO SAMUEL J CO-TTEE, PALADINO	CHERI A CO-TTEE	8976 JERICHO RD	WEEKI WACHEE FL 34613-8206		
V-23-49	RDR HOMELAND LLC		9256 BIRMINGHAM AVE	BROOKSVILLE FL 34613-4424		
V-23-49	REXROTH BLAIR A, REXROTH ROBERTA K		9256 BIRMINGHAM AVE	WEEKI WACHEE FL 34613-4424		
V-23-49	RUPP FRANCIS J, RUPP APRIL B		9312 GENTLE BEN CT	WEEKI WACHEE FL 34613-8207		
V-23-49	SANVENERO RICHARD LIFE ESTATE		9052 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-49	SCHALK GLENN		9011 JERICHO RD	WEEKI WACHEE FL 34613-8200		
V-23-49	WEINER-PETARDI LINDA		9033 JERICHO RD	WEEKI WACHEE FL 34613-8200		

Colleen V. Conko

From: Carol Kalina <carol.a.kalina@gmail.com>
Sent: Tuesday, May 21, 2024 5:53 PM
To: John Allocco
Cc: Schalk Glenn; Schalk Farnham Lizzy; 1 Kalina (home); Sam Paladino; Karas Jim; Olivier Charlie; Olivier Kathy; Robin Reinhart
Subject: Delay Variance Petition (V-23-49 and V-23-50)

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.

Mr. Allocco,

We are requesting to postpone the Varian Petition before the board of County Commissioners (V-23-49 and V-23-50) to a hearing on June 25, 2024 for the following reasons: May 28, 2024 did not meet the allot time requirements based upon Hernando County notifications.

- 1) Notice was not properly posted in signage until late May 20. The requirement is 15 days.
- 2) The mail notice was postmarked May 17, 2024, yet our neighbors either received the notice yesterday May 21 and today May 22. We have yet to receive it, including in our USPS Informed Mail service.
- 3) Neighbors are traveling over the holiday weekend, and it does not allot the adequate time to make arrangements to attend.

We believe that there should be consideration for our request because it's the right thing to do, and they cancelled their previous Variance Petition for the same property without notifying the request was cancel. Neighbors sat at that meeting for 8 hours to learn at the end of the meeting the request was tabled.

Thank you for your consideration in tabling the above mention variance until June 25, 2024.

Respectfully,
Carol A Kalina



Sent from my iPad

RESOLUTION NUMBER 2024-_____

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on Friday, March 1, 2024 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: ARC Florida Homes LLC on behalf of Milvian LLC

FILE NUMBER: V-23-49 / 1471859

GENERAL

LOCATION: 9319 Gentle Ben Ct., Weeki Wachee, FL 34613

LEGAL

DESCRIPTION: Lot 14 Glen Lakes PH 1 Unit 4-E, of the public records of Hernando County, Florida.

PARCEL KEY: 1532791

REQUEST: The applicants are requesting a **DIMENSIONAL VARIANCE** to allow a reduction in the rear setback from 15’ to 9.4’. The representations contained in the applicant’s variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

The **DIMENSIONAL VARIANCE** requests a deviation from the requirements of Chapter 23, Article VI, Section 23-210 of the Hernando County Code of Ordinances

FINDINGS

OF FACT: ALL of the facts and conditions presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC’s action. The BOCC finds that the testimony and record supporting **APPROVAL** of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings:

1. The requested **DIMENSIONAL VARIANCE** does satisfy ALL of the following prerequisites set forth in Appendix A, Article V, Section 3, Hernando County Code of Ordinances:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district
 - (b) That the special conditions and circumstances do not result from the actions of the applicant
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district.
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare
2. The requested **DIMENSIONAL VARIANCE** is consistent with the County's adopted Comprehensive Plan and land development regulations.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*, and Appendix A, Article V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested **DIMENSIONAL VARIANCE** is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby **APPROVES** the requested variance.

1. Any condition made a part of the BOCC action in this matter are incorporated herein by reference.
2. Pursuant to Appendix A, Article V, Section 3.D.(1), the **DIMENSIONAL VARIANCE** granted herein applies to the property for which it is granted, and not to the individual who applied for it, and it is transferrable to any future owner of the land, but it cannot be transferred by the applicant to a different site.

ADOPTED IN REGULAR SESSION THE ____ DAY OF _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court and Comptroller

By: _____
Elizabeth Narverud
Chairperson

(SEAL)

Approved as to form and Legal Sufficiency

By: *Kyle J. Benda* _____
County Attorney's Office

RESOLUTION NUMBER 2024-_____

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on Friday, March 3, 2023 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: ARC Florida Homes LLC on behalf of Milvian LLC

FILE NUMBER: V-23-49 / 1471859

GENERAL

LOCATION: 9319 Gentle Ben Ct., Weeki Wachee, FL 34613

LEGAL

DESCRIPTION: Lot 14 Glen Lakes PH 1 Unit 4-E, of the public records of Hernando County, Florida

PARCEL KEY: 1532791

REQUEST: The applicants are requesting a **DIMENSIONAL VARIANCE** to allow a allow a reduction in the rear setback from 15' to 9.4'. The representations contained in the applicant's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

The **DIMENSIONAL VARIANCE** requests a deviation from the requirements of Chapter 23, Article VI, Section 23-210 of the Hernando County Code of Ordinances

FINDINGS

OF FACT: ALL of the facts and conditions presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings:

1. The requested **DIMENSIONAL VARIANCE** does not conform with the following prerequisites set forth in Appendix A, Article V, Section 3, Hernando County Code of Ordinances:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district
 - (b) That the special conditions and circumstances do not result from the actions of the applicant
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district.
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare
2. The requested **DIMENSIONAL VARIANCE** is NOT consistent with the County's adopted Comprehensive Plan and land development regulations.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*, and Appendix A, Article V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested **DIMENSIONAL VARIANCE** is NOT consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

ACTION:

Based upon the record in this matter and all of the findings of fact and conclusions of law above, the BOCC hereby **DENIES** the request for a **DIMENSIONAL VARIANCE**.

ADOPTED IN REGULAR SESSION THE ____ DAY OF _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court and Comptroller

By: _____
Elizabeth Narverud
Chairperson

(SEAL)

Approved as to form and Legal Sufficiency

By: *Kyle J. Benda* _____
County Attorney's Office



AGENDA ITEM

TITLE

Variance Petition Submitted by ARC Florida Homes, LLC, on Behalf of Milvian, LLC (V2350)

BRIEF OVERVIEW

The applicant has requested a variance to reduce the Secondary Front setback from 20' to 14.6'.

LOCATION

Glen Lakes PH 1 Unit 4-E Lot 16

CURRENT ZONING

PDP(SF)

ORDINANCE STANDARDS

Appendix A - Zoning, Article VIII. - Planned-Development Project, Section 1 B. Perimeter setback Secondary Front 20'.

SURROUNDING ZONING & LAND USE

North: PDP(SF)
South: PDP(SF)
East: PDP(SU) DRA
West: PDP(SF)

LETTER RECEIVED

Three (3)

CONCLUSIONS

1. The applicant has requested a variance to reduce the secondary front setback from 20' to 14.6' for the main dwelling; it will remain within the property lines.
2. It is recommended that the Board review the request, take public comment, and make a finding that the request is consistent with the review criteria Appendix A, Article V, Section 3.A(1) and Chapters 125 and 163, Florida Statutes.

FINANCIAL IMPACT

A matter of policy.

LEGAL NOTE

The Board is authorized to consider the variance request pursuant to Hernando County Code of Ordinances, Appendix A, Article V, Section 3, and Chapters 125 and 163 of the Florida Statutes.

RECOMMENDATION

It is recommended that the Board review the variance, find the request is consistent with the review criteria of Appendix A - Zoning, Article VIII - Planned-Development Project, Section 1, a perimeter setback secondary front from 20' to 14.6'. It is further recommended that the Board approve and authorize the Chairperson's signature on the attached associated resolution.

REVIEW PROCESS

Omar DePablo	Approved	05/29/2024	10:31 AM
Peter Schwarz	Approved	05/30/2024	11:42 AM
Albert Bertram	Approved	05/30/2024	12:01 PM
Pamela Hare	Approved	05/30/2024	1:27 PM
Victoria Anderson	Approved	05/30/2024	1:35 PM
Heidi Kurppe	Approved	05/30/2024	3:26 PM
Toni Brady	Approved	06/03/2024	9:00 AM
Jeffrey Rogers	Approved	06/03/2024	12:32 PM
Colleen Conko	Approved	06/03/2024	2:48 PM

OFFICE USE ONLY
DATE REC'D _____
FILE NO. _____

**HERNANDO COUNTY DEPARTMENT OF
DEVELOPMENTAL SERVICES
VARIANCE APPLICATION**

V-23-50
1471863

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before consideration for the request is reviewed and a determination made. Bear in mind that the variance request must be justified and the mere filing of the application or appearance at a public hearing, if needed, does not assure approval of said application. If a public hearing is necessary, the applicant or representative is required to appear in person at the hearing.

Applicant Name: ARC Florida Homes Date: 8/9/23

Mailing Address: 9000 Glenlakes Blvd. Weeki Wachee FL 34613

Phone No. 352-597-9000 Fax: _____

E-Mail: glenlakesarc.homes@gmail.com

Representative Name (if applicable): _____

Mailing Address: _____

Phone No. _____ Fax: _____

E-Mail: _____

Address of Property: ~~8995 Jennifer Rd.~~ 9305 Gentle Ben Ct

Legal Description: Lot 16, Glenlakes, Phase One, Unit 4-E

Hernando County Florida

Key No.: 1532817 Zoning District: Residential (PDP)

Homeowners Association Yes No _____ If yes, name of HOA Glenlakes Master HOA

Contact Name: James W. Rappaport

Contact Address: 9000 Glenlakes Blvd. City: Weeki Wachee State FL Zip 34613

Variance being requested: Reduce the side setback from 20' to 14.6'
(brief description of variance, i.e. reduce setback, increase bldg. height, etc.)

Briefly state hardship justifying granting of the variance: Some can fit the proposal home on the lot
(see hardship criteria listed on page 4. Give full explanation in written narrative, see No. 7 of instruction sheet)

Signature of applicant or representative: [Signature]

OWNER AFFIDAVIT

I, Milvian LLC, HEREBY STATE AND AFFIRM THAT:

- I am the owner of the property and am making this application OR
- I am the owner of the property and am authorizing the entity below to submit an application on the described property. The entity shall complete the affidavit below.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

[Signature]
Signature of property owner

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~HERNANDO~~ New York

The foregoing instrument was acknowledged before me this 17 day of August, 2023 by Geoffrey Kristof, who is () personally known to me or who () has produced as identification.

[Signature]
Signature of Notary Public

Stamp of Notary Public
QUINCY DAY WALTER
Notary Public - State of New York
NO. 01WA6441954
Qualified In New York County
My Commission Expires Oct 3, 2026

AGENT/REPRESENTATIVE AFFIDAVIT

I, ARC Florida Homes, HEREBY STATE AND AFFIRM THAT:

- I am the legal representative of the owner or lessee of the property described, which is the subject matter of the application. I have been authorized by the owner identified above to proceed with this application.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

[Signature]
Signature of representative

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23rd day of August, 2023 by Leahon Arendt, manager, who is () personally known to me or who () has produced as identification.

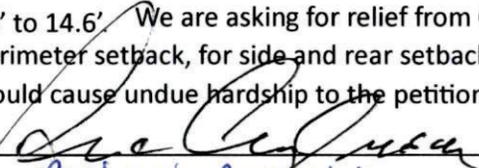
[Signature]
Signature of Notary Public

Stamp of Notary Public
NOTARY PUBLIC
STATE OF FLORIDA
CONNIE PETTY
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

August 7, 2023

To whom it may concern, we are requesting a variance on the described property:

Lot 16, 8995 Jericho Rd., Weeki Wachee FL 34613 to request the side setback to be reduced from 20' to 14.6'. We are asking for relief from Ordinance Appendix A-Zoning, Article VIII Section 1B. Perimeter setback, for side and rear setbacks. An enforcement of the provision of the ordinance would cause undue hardship to the petitioner.



Richard Arrighi

State of FL

County of Hernando

The foregoing instrument was acknowledged before me this 23rd day of August, 2023

By Richard Arrighi who is personally known to me.



Signature of Notary

 **CONNIE PETTY**
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

Stamp

VARIANCE INFORMATION

A variance is a request to deviate from the strict application of the provisions of the zoning ordinance in order to proceed with a proposed development. Upon submittal of a completed application, the administrative official shall review all variances based on the criteria listed below. **Please check the criteria that applies to your request:**

- Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
- The special conditions and circumstances do not result from the actions of the applicant.
- The requested variance will not be detrimental to the development pattern in the neighborhood.
- The requested variance will enable the petitioner to avoid building in the flood plain.
- The requested variance will enable the petitioner to protect one or more specimen trees.
- The requested variance is the result of a development plan proposing a more efficient and safe design through an access management plan approved by the development review committee.
- The requested variance is for a front yard corner lot and will not have any adverse impact on the established development pattern of the adjacent lots.
- The requested variance is for an addition for a building with an existing portion already encroaching into the yard and will not extend past a line established by the existing encroachment running parallel to the lot line.
- The requested variance will further the reconstruction, rehabilitation, or restoration of structures listed in or classified as contributing to a district listed in the National Register of Historic Places, the Local Register of Historic Places, or the State Inventory of Historic Places.

The administrative official shall, following review of the request, issue a notice of intent, for either the approval or the denial of the variance.

(a) If the notice of intent is to approve the variance, a mailing shall be issued to the property owners within five hundred (500) feet of the property under consideration for the variance. This notice shall indicate that it is the administrative official's intent to approve the requested variance fifteen (15) calendar days after the date of the mailing if no appeal is filed.

(b) If no appeal is filed within fifteen (15) calendar days objecting to the administrative official's decision to approve the variance, the decision shall stand. If an appeal is filed by 4:30 pm on the fifteenth day, the administrative official shall schedule a public hearing for the governing body to hear the application for the variance.

(c) If the administrative official's intent is to deny the requested variance, the administrative official shall send notification letters to the applicant and the property owners within five hundred (250) feet of the property under consideration for the variance, indicating the administrative official's intent to deny the variance.

(d) If no appeal is filed within fifteen (15) calendar days objecting to the administrative official's decision to deny the variance, the decision shall stand. If an appeal is filed by 4:30 pm on the fifteenth day, the administrative official shall schedule a public hearing for the governing body (board of county commissioners) to hear the application for the variance.

If a public hearing before the Board of County Commissioners is scheduled, the Zoning Division shall, after setting a date for the Public Hearing:

- (a) Prepare the required legal notice for publication in the local newspaper.
- (b) Mail a notice of the upcoming public hearing to all owners of property within 250 feet of the boundaries of the subject property.
- (c) Petitioner or representative will pick up the required signage for posting of the subject property.
 1. The petitioner shall post the property with sign provided by the Zoning Division at least fifteen days prior to the scheduled public hearing.
 2. After posting the sign, the petitioner will sign an affidavit certifying he has met the requirements of Item 1. above.
 3. The sign posting affidavit shall be delivered to the Zoning Division at least seven days prior to the scheduled public hearing date.
 4. The sign is to remain posted on the property until after the scheduled public hearing.

The Board of County Commissioners (BCC) has final authority for granting or denying requests for variances. The BCC may specify conditions for the granting of a variance.

A dimensional variance runs with the land: A dimensional variance applies to the property for which it is granted, and not to the individual who applies for it. A dimensional variance is transferable to any future owner of the land, but it cannot be transferred by the applicant to a different site.

A variance shall not be granted to allow a use not otherwise permitted in the zoning district.

An aggrieved party may appeal a final administrative order of the governing body to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the governing body. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

AFFECTED HOMEOWNERS ASSOCIATION (HOA) CONTACT AFFIDAVIT

Instructions

1. All information must be completed on this affidavit prior to being signed in the presence of a Notary Public.
2. This affidavit must be returned to the Hernando County Planning Department in order to deem the application complete. No hearing shall be scheduled until such time the affidavit has been returned.

Application Name: ARC Florida Homes

File Number: _____

I met with the affected HOA on this the 9th day of August, 20 23

Before me, the undersigned authority, personally appeared James W. Rappaport
(Print or Type Name)

who, being duly sworn deposeth and says that the affected HOA named below has been contacted pursuant to Board of County Commissioner's Policy No. 37-01

HOA Name: Glen Lakes Homeowners Association

Contact Person: James W. Rappaport

 (Signature)

There is no HOA to be contacted, pursuant to the Board of County Commissioner's Policy No. 37-01

 (Signature)

State of Florida On this the 9th day of August, 20 23 before me,
 County of Hernando the undersigned Notary Public of the State of Florida, personally appeared

James W. Rappaport
(Name(s) of the Individual(s) who appeared before notary)

NOTARY PUBLIC
 SEAL OF OFFICE:

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Connie Petty
 NOTARY PUBLIC, STATE OF FLORIDA

 **CONNIE PETTY**
 Commission # GG 956854
 Expires June 9, 2024
 Bonded Thru Budget Notary Services

Connie Petty
(Name of Notary Public: Print, Stamp or Type as Commissioned)

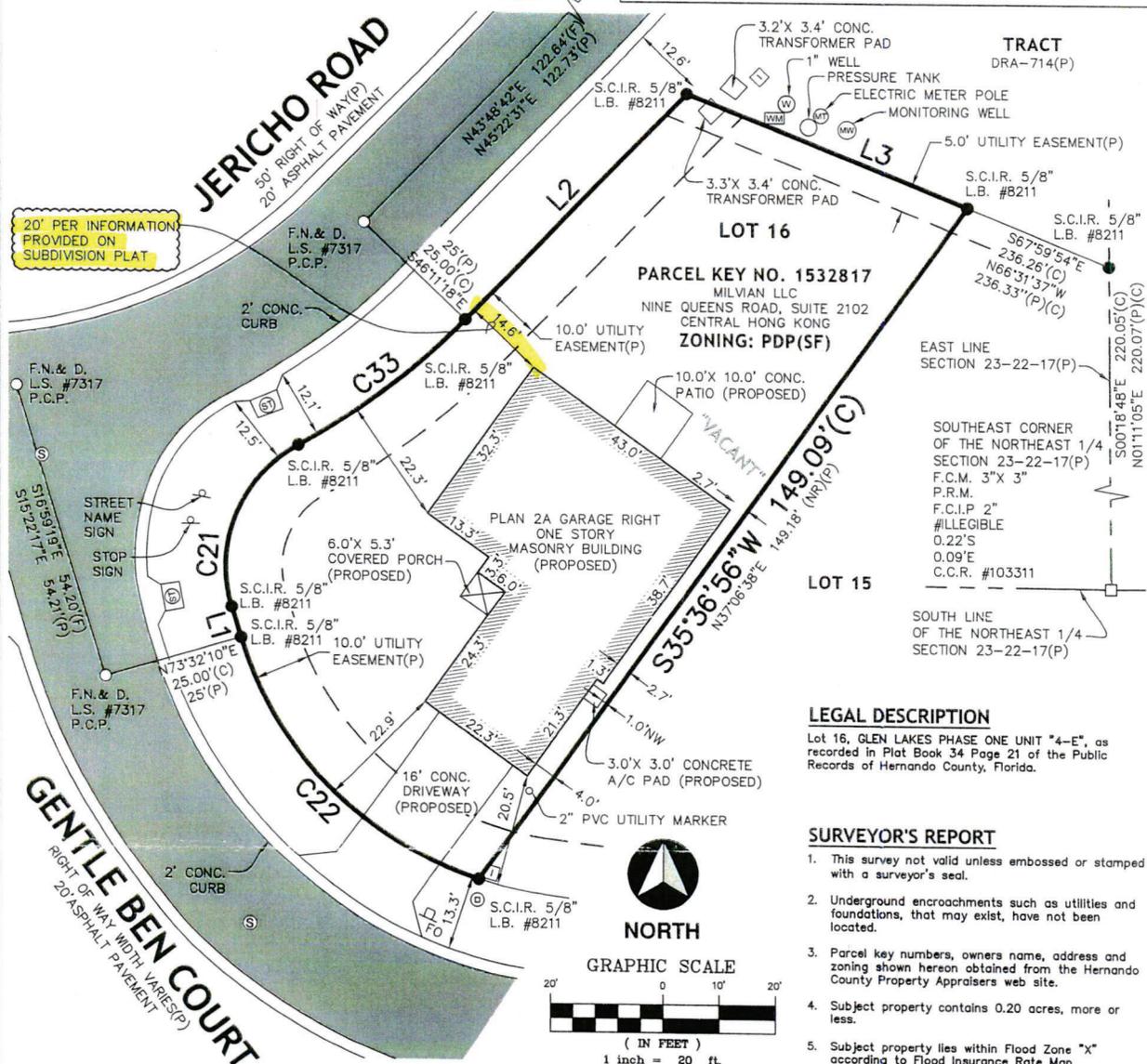
Personally known to me, or
 Produced Identification: _____
(Type of Identification Produced)

DID take an oath, or DID NOT take an oath.

#

BOUNDARY SURVEY

SECTION 23, TOWNSHIP 22 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA



TRACT
DRA-714(P)

LOT 16

PARCEL KEY NO. 1532817

MILVIAN LLC
NINE QUEENS ROAD, SUITE 2102
CENTRAL HONG KONG
ZONING: PDP(SF)

EAST LINE SECTION 23-22-17(P)
SOUTHEAST CORNER OF THE NORTHEAST 1/4 SECTION 23-22-17(P)
F.C.M. 3" X 3"
P.R.M.
F.C.I.P. 2"
#ILLEGIBLE
0.22'S
0.09'E
C.C.R. #103311
SOUTH LINE OF THE NORTHEAST 1/4 SECTION 23-22-17(P)

LEGAL DESCRIPTION

Lot 16, GLEN LAKES PHASE ONE UNIT "4-E", as recorded in Plat Book 34 Page 21 of the Public Records of Hernando County, Florida.

SURVEYOR'S REPORT

- This survey not valid unless embossed or stamped with a surveyor's seal.
- Underground encroachments such as utilities and foundations, that may exist, have not been located.
- Parcel key numbers, owners name, address and zoning being obtained from the Hernando County Property Appraisers web site.
- Subject property contains 0.20 acres, more or less.
- Subject property lies within Flood Zone "X" according to Flood Insurance Rate Map 12053C0162E, prepared by the Federal Emergency Management Agency, last revised January 15, 2021.
- Bearings shown hereon are relative to the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the North line of Lot 16 as being S. 67 degrees 59'54"E.
- Legal description shown hereon prepared by the undersigned surveyor.
- This survey was prepared without the benefit of a Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this survey that may be found in the Public Records of Hernando County, Florida.

SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Boundary Survey was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.

07/31/2023

Dennis J. Benham
Professional Surveyor and Mapper No. 4697
State of Florida



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C21(C)	25.00'	77°59'28"	31.46'	N22°00'25"E	34.03'
C21(P)	25.00'	77°55'24"	31.44'	S23°35'27"W	34.00'
C33(C)	125.00'	17°11'27"	37.36'	N52°24'25"E	37.50'
C33(P)	125.00'	17°10'47"	37.34'	N53°57'51"E	37.48'
C22(C)	65.00'	55°07'53"	60.16'	N44°33'15"W	62.54'
C22(P)	65.00'	55°06'36"	60.14'	S43°06'40"E	62.52'

LINE TABLE

LINE	BEARING	DISTANCE
L1(C)	N16°59'19"W	5.77'
L1(P)	S15°22'17"E	5.99'
L2(C)	N43°48'42"E	56.86'
L2(P)	N45°22'31"E	56.90'
L3(C)	S67°59'54"E	53.87'
L3(P)	N66°31'37"W	53.88'

BUILDING SETBACKS

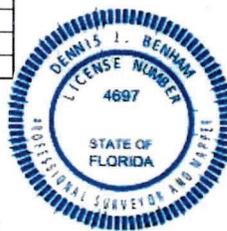
FRONT = 20'
SIDE = 7.5'/0'
REAR = 15'

BUILDING PLAN

BUILDING PLAN 2 ELEV A GARAGE RIGHT

LEGEND

- FCM = FOUND CONCRETE MONUMENT
- FN&D = FOUND NAIL AND DISK
- SCIR = SET CAPPED IRON ROD
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- CCR = CERTIFIED CORNER RECORD
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- PB = PLAT BOOK
- PG = PAGE
- (P) = PLAT
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED
- (D) = NOT RADIAL
- A/C = AIR CONDITIONER
- CONC = CONCRETE
- ⊙ = SANITARY SEWER CLEAN-OUT
- ⊙ = SANITARY SEWER MANHOLE
- ⊙ = WATER METER
- ⊙ = STORM DRAINAGE MANHOLE
- ⊙ = IRRIGATION BOX
- ⊙ = FIBER OPTIC CABLE MARKER



PREPARED BY
ACCURATE SURVEY OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE
PLANT CITY, FLORIDA 33563
TEL: (813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR
MILVIAN LLC, ARC FLORIDA HOMES
10485 GLEN LAKES BOULEVARD
WEEKI WACHEE, FLORIDA 34613-4299
SHEET NAME
LOT 16, GENTLE BEN COURT
GLEN LAKES PHASE ONE UNIT "4-E"
HERNANDO COUNTY, FLORIDA

CREW CHIEF: N/A	PROJECT # GLEN LAKES
DRAWN BY: T.L.H.	DATE: 07/31/2023
CHECKED BY: D.J.B.	SHEET 1 OF 1
REVISION DATE:	

This instrument prepared by

Martin A. Schwartz, Esq.
Bilzin Sumberg Baena
Price & Axelrod LLP
1450 Brickell Avenue
Suite 2300
Miami, Florida 33131

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of 20 August, 2021, between ARC GlenLakes LLC, a Florida limited liability company with an address at 10485 Glen Lakes Blvd, Weeki Wachee, Florida 34613 ("Grantor") and Milvian LLC, a Delaware limited liability company with an address at c/o Asia Pacific Land Ltd., Nine Queen's Road, Suite 2102, Central Hong Kong ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate in Hernando County, Florida, more particularly described on Exhibit "A" ("Property").

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for the current and subsequent years, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, except for claims arising from the Permitted Exceptions.

This Deed is not a conveyance of all or substantially all of the assets of Grantor.

This is a conveyance made in the regular course of business of Grantor.

1

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Signature: [Signature]
Print Name: Jacob DeGrecie

ARC GLENLAKES LLC,
a Florida limited liability company

Signature: [Signature]
Print Name: Walter Diaz

By: SEABOARD DEVELOPMENT LLC
a Florida limited liability company
Its: Manager

By: [Signature]
By: Rick Arrighi
Its: Managing Member

[Affix Corporate Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of August, 2021, by Rick Arrighi, as Managing Member of Seaboard Development LLC, a Florida limited liability company, Manager of ARC GlenLakes LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced a driver's license as identification.

Sign Name: [Signature]
Print Name: Jacob DeGrecie
NOTARY PUBLIC
Serial No. (none, if blank): HH030843

My Commission Expires:
08-31-2024

[NOTARY SEAL] Jacob DeGrecie
Notary Public
State of Florida
Comm# HH030843
Expires 8/31/2024



EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 12: Lots 613, 614 and 617, of GLEN LAKES PHASE ONE - UNIT 2D, according to plat thereof recorded in Plat Book 33, Pages 12 and 13, of the public records of Hernando County, Florida.

Parcel 12A: Lots 12, 13 and 14 of GLEN LAKES PHASE TWO UNIT "U", according to plat thereof recorded in Plat Book 33, Pages 43 and 44, of the public records of Hernando County, Florida.

Parcel 13: Lots 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 27, 28 and 29, of GLEN LAKES PHASE ONE UNIT "4-E", according to plat thereof recorded in Plat Book 34, Pages 21 and 22, of the public records of Hernando County, Florida.

Parcel 15: Lot 33, of GLEN LAKES PHASE ONE - UNIT 5B, according to plat thereof recorded in Plat Book 29, Pages 24 and 25, of the public records of Hernando County, Florida.

Parcel 15A: Lot 1 of GLEN LAKES PHASE TWO UNIT "T", according to plat thereof recorded in Plat Book 33, Pages 41 and 42, of the public records of Hernando County, Florida.

Parcel 16: Lots 954, 955, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 979, 981, 982, 984, 985, 987, 988, 989 and 990, of GLEN LAKES PHASE ONE UNIT "4-F", according to plat thereof recorded in Plat Book 38, Pages 1 through 3, inclusive, of the public records of Hernando County, Florida.

Parcel 16A: Lots 980, 991, 992, 993, 995, 996, 997, 998, 999, 1000, 1001, 1006, 1007, of GLEN LAKES PHASE ONE UNIT "4-F", according to plat thereof recorded in Plat Book 38, Pages 1 through 3, inclusive, of the public records of Hernando County, Florida.

OFFICE USE ONLY
DATE REC'D _____
FILE NO. _____

**HERNANDO COUNTY ZONING DIVISION
ZONING APPEAL APPLICATION**

1471863

This application must be completed and returned, with all documents and check specified on the instruction sheet, to this office before a board hearing will be scheduled. Please note that the petitioner or representative is required to be present at the hearing.

Applicant Name: ARC Florida Homes LLC Date: 12/13/23

Mailing Address: 9000 GlenLakes Blvd, Weeki Wachee FL 34613

Phone No. 352-597-9000 Fax: NA

E-Mail: glenlakesarchomes@gmail.com

Representative Name (if applicable): Richard Arrighi

Mailing Address: 9000 GlenLakes Blvd, Weeki Wachee FL 34613

Phone No. 352-597-9000 Fax: _____

E-Mail: Same as above

Address of Property: 9305 Gentle Ben Ct, Weeki Wachee FL 34613

Legal Description: Lot 16, GlenLakes, Phase One, Unit 4-E

Key No.: 1532817 Zoning District: Hernando

Homeowners Association Yes No If yes, name of HOA GlenLakes master HOA

Contact Name: James W. Rappaport

Contact Address: 9000 GlenLakes Blvd City: Weeki Wachee State FL Zip 34613

Signature of applicant or representative: 

OWNER AFFIDAVIT

I, milvian uc, HEREBY STATE AND AFFIRM THAT:

- I am the owner of the property and am making this application OR
- I am the owner of the property and am authorizing the entity below to submit an application on the described property. The entity shall complete the affidavit below.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

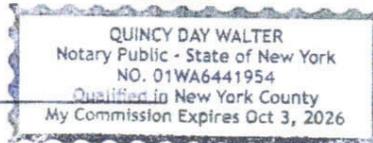
[Signature]
Signature of property owner

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 12 day of December, 2023 by Geoffrey Kristof, who is () personally known to me or who () has produced as identification.

[Signature]
Signature of Notary Public

Stamp of Notary Public



AGENT/REPRESENTATIVE AFFIDAVIT

I, Richard Arrighi / AEC Florida Homes, HEREBY STATE AND AFFIRM THAT:

- I am the legal representative of the owner or lessee of the property described, which is the subject matter of the application. I have been authorized by the owner identified above to proceed with this application.

I have read the instructions for filing this application. All answers to the questions in said application, all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief and are a matter of public record.

[Signature]
Signature of representative

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13th day of Dec, 2023 by Richard Arrighi, mang, who is () personally known to me or who () has produced as identification.

[Signature]
Signature of Notary Public

Stamp of Notary Public



CONNIE PETTY
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

December 13, 2023

Re: Lot 16, GlenLakes, Phase One, Unit 4-E- Key # 1532817- 9305 Gentle Ben Ct. Weeki Wachee Fl 34613

To whom it may concern

We would like to request a hearing before the Board of Commissioners for a variance on the above-described property.


Richard Arrighi, mang.

State of Florida

Hernando County

The foregoing instrument was acknowledged before me this 13, day of December, 2023, by Richard Arrighi who is () personally know to me or who () has produced _____ as identification.

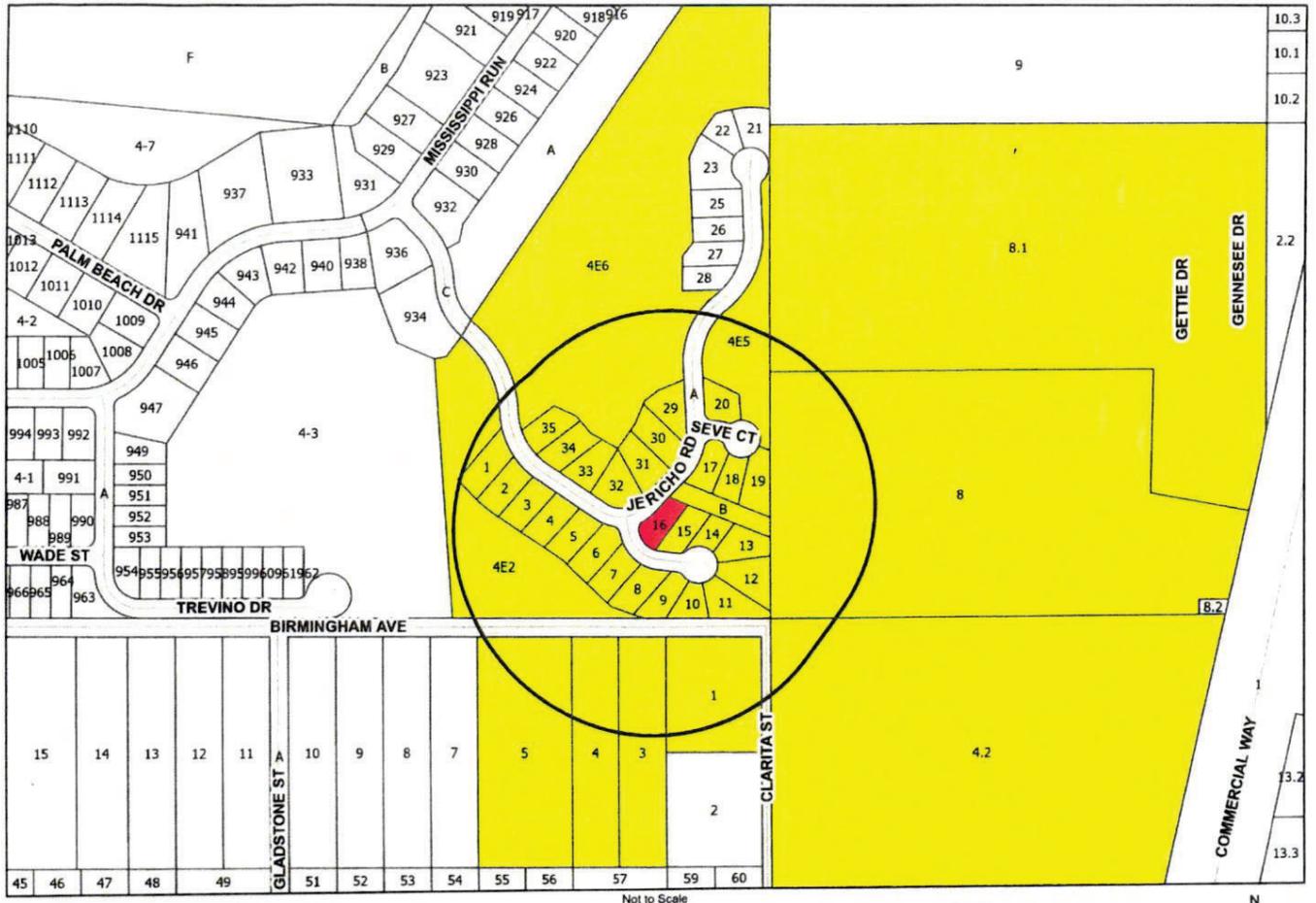


Notary Public



CONNIE PETTY
Commission # GG 956854
Expires June 9, 2024
Bonded Thru Budget Notary Services

My commission expires: _____



Not to Scale

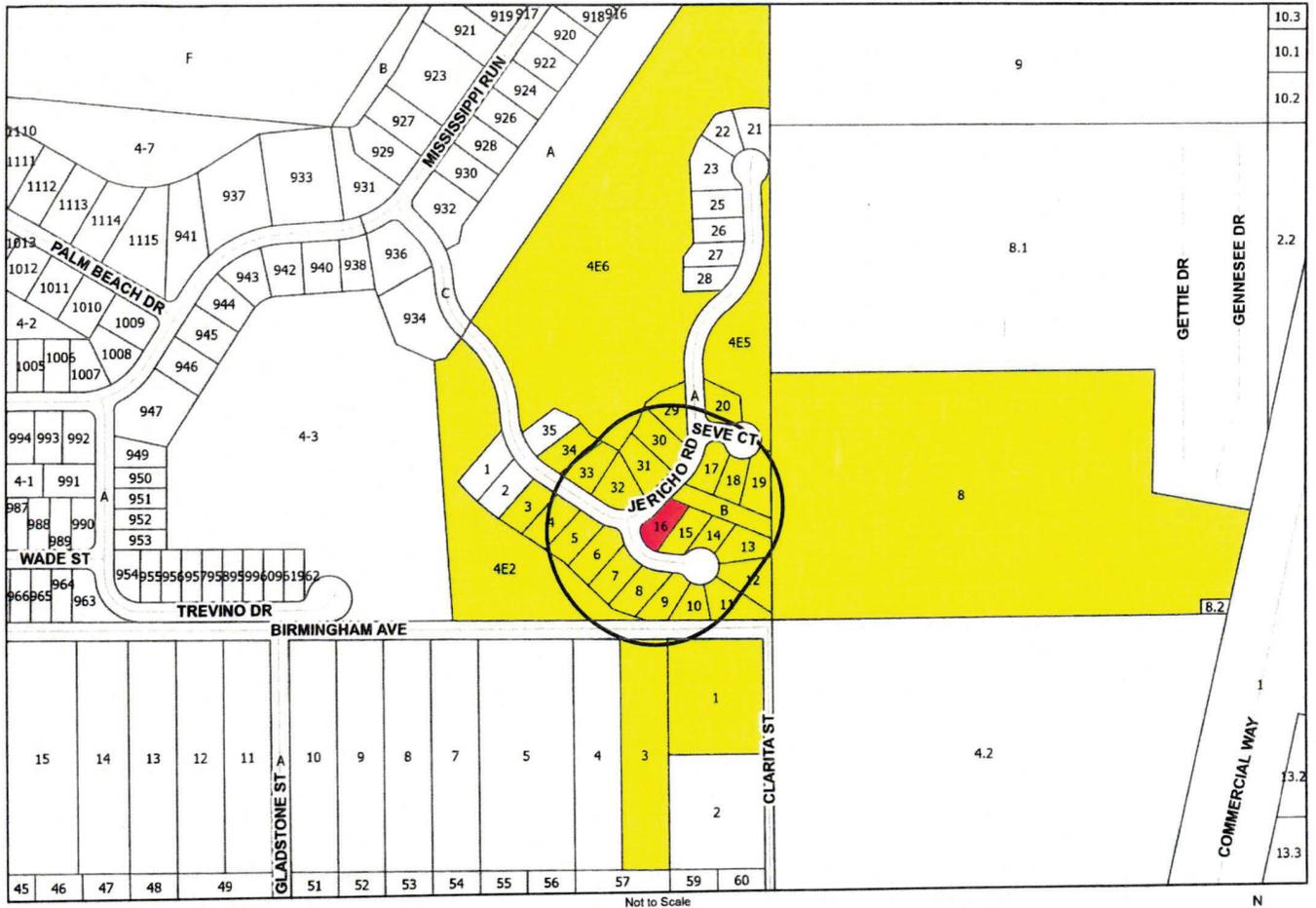


This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verifications. Map reflects parcels and boundaries as they existed on 10/23/2023.

MILVIAN, LLC APO
K# 1532817

- Subject Parcel
- 500 ft Buffer
- Parcels within 500 ft





Not to Scale



This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification. Map reflects parcels and boundaries as they existed on 10/23/2023.

MILVIAN, LLC APO
K# 1532817

- Subject Parcel
- 250 ft Buffer
- Parcels within 250 ft



PARCEL_KEY	PARCEL_SHO	PARCEL_NUM	OWNER_NAME
340189	8	R24 422 17 0000 0080 0000	BELNIAK ALFRED J TTEE, BELNIAK MARLENE M
82118	3	R23 222 17 1730 0000 0030	BOLING JOSHUA
1532979	32	R23 222 17 1867 0000 0320	GIARRATANO ANTHONY, GIARRATANO VERONICA
1532639	4E2	R23 222 17 1867 0000 04E2	GLEN LAKES HOMEOWNERS ASSOC
1532648	4E5	R23 222 17 1867 0000 04E5	GLEN LAKES HOMEOWNERS ASSOC
1532657	4E6	R23 222 17 1867 0000 04E6	GLEN LAKES HOMEOWNERS ASSOC
1532666	B	R23 222 17 1867 0000 000B	GLEN LAKES HOMEOWNERS ASSOC
1532997	34	R23 222 17 1867 0000 0340	GLICKFIELD BONNIE K LIFE ESTATE
1532719	6	R23 222 17 1867 0000 0060	KALINA CAROL A TTEE
1532960	31	R23 222 17 1867 0000 0310	KARAS JAMES N, KARAS SUN MI
82109	1	R23 222 17 1730 0000 0010	MAJEWSKI TAYLOR, MAJEWSKI LAURA
1532988	33	R23 222 17 1867 0000 0330	MERCADANTE M RICHARD TTEE, MERCADANTE
1532835	18	R23 222 17 1867 0000 0180	MILVIAN LLC
1532844	19	R23 222 17 1867 0000 0190	MILVIAN LLC
1532853	20	R23 222 17 1867 0000 0200	MILVIAN LLC
1532728	7	R23 222 17 1867 0000 0070	MILVIAN LLC
1532942	29	R23 222 17 1867 0000 0290	MILVIAN LLC
1532746	9	R23 222 17 1867 0000 0090	MILVIAN LLC
1532755	10	R23 222 17 1867 0000 0100	MILVIAN LLC
1532764	11	R23 222 17 1867 0000 0110	MILVIAN LLC
1532773	12	R23 222 17 1867 0000 0120	MILVIAN LLC
1532782	13	R23 222 17 1867 0000 0130	MILVIAN LLC
1532791	14	R23 222 17 1867 0000 0140	MILVIAN LLC
1532808	15	R23 222 17 1867 0000 0150	MILVIAN LLC
1532826	17	R23 222 17 1867 0000 0170	MILVIAN LLC
1532693	4	R23 222 17 1867 0000 0040	OLIVIER CHARLES T, OLIVIER KATHLEEN
1532951	30	R23 222 17 1867 0000 0300	PALADINO SAMUEL J CO-TTEE, PALADINO
1532737	8	R23 222 17 1867 0000 0080	RUPP FRANCIS J, RUPP APRIL B
1532700	5	R23 222 17 1867 0000 0050	SCHALK GLENN
1532684	3	R23 222 17 1867 0000 0030	WEINER-PETARDI LINDA

PARCEL_KEY	PARCEL_SHO	PARCEL_NUM	OWNER_NAME
340198	8.1	R24 422 17 0000 0080 0010	APAMEA CAPITAL LLC
340189	8	R24 422 17 0000 0080 0000	BELNIAK ALFRED J TTEE, BELNIAK MARLENE M
82118	3	R23 222 17 1730 0000 0030	BOLING JOSHUA
1532979	32	R23 222 17 1867 0000 0320	GIARRATANO ANTHONY, GIARRATANO VERONICA
1532639	4E2	R23 222 17 1867 0000 04E2	GLEN LAKES HOMEOWNERS ASSOC
1532648	4E5	R23 222 17 1867 0000 04E5	GLEN LAKES HOMEOWNERS ASSOC
1532657	4E6	R23 222 17 1867 0000 04E6	GLEN LAKES HOMEOWNERS ASSOC
1532666	B	R23 222 17 1867 0000 000B	GLEN LAKES HOMEOWNERS ASSOC
1532997	34	R23 222 17 1867 0000 0340	GLICKFIELD BONNIE K LIFE ESTATE
1532620	1	R23 222 17 1867 0000 0010	GRIPTON SANDRA SUE, SALKEWICZ CHARLES W
1532675	2	R23 222 17 1867 0000 0020	HSU PETER, RYAN-HSU MONIKA E, RYAN
1532719	6	R23 222 17 1867 0000 0060	KALINA CAROL A TTEE
1532960	31	R23 222 17 1867 0000 0310	KARAS JAMES N, KARAS SUN MI
82109	1	R23 222 17 1730 0000 0010	MAJEWSKI TAYLOR, MAJEWSKI LAURA
1532988	33	R23 222 17 1867 0000 0330	MERCADANTE M RICHARD TTEE, MERCADANTE
1532835	18	R23 222 17 1867 0000 0180	MILVIAN LLC
1532844	19	R23 222 17 1867 0000 0190	MILVIAN LLC
1532853	20	R23 222 17 1867 0000 0200	MILVIAN LLC
1532728	7	R23 222 17 1867 0000 0070	MILVIAN LLC
1532942	29	R23 222 17 1867 0000 0290	MILVIAN LLC
1532746	9	R23 222 17 1867 0000 0090	MILVIAN LLC
1532755	10	R23 222 17 1867 0000 0100	MILVIAN LLC
1532764	11	R23 222 17 1867 0000 0110	MILVIAN LLC
1532773	12	R23 222 17 1867 0000 0120	MILVIAN LLC
1532782	13	R23 222 17 1867 0000 0130	MILVIAN LLC
1532791	14	R23 222 17 1867 0000 0140	MILVIAN LLC
1532808	15	R23 222 17 1867 0000 0150	MILVIAN LLC
1532826	17	R23 222 17 1867 0000 0170	MILVIAN LLC
948032	4.2	R24 422 17 0000 0040 0020	OLD DIRT ROAD PROPERTY GROUP LLC
1532693	4	R23 222 17 1867 0000 0040	OLIVIER CHARLES T, OLIVIER KATHLEEN
1532951	30	R23 222 17 1867 0000 0300	PALADINO SAMUEL J CO-TTEE, PALADINO
82127	4	R23 222 17 1730 0000 0040	RDR HOMELAND LLC
82136	5	R23 222 17 1730 0000 0050	REXROTH BLAIR A, REXROTH ROBERTA K
1532737	8	R23 222 17 1867 0000 0080	RUPP FRANCIS J, RUPP APRIL B
1533004	35	R23 222 17 1867 0000 0350	SANVENERO RICHARD LIFE ESTATE
1532700	5	R23 222 17 1867 0000 0050	SCHALK GLENN
1532684	3	R23 222 17 1867 0000 0030	WEINER-PETARDI LINDA

OWNER_NA_1	MAIL_ADDR1	MAIL_ADDR2
	12148 CORTEZ BLVD	BROOKSVILLE FL 34613
TTEE	11055 BAYWIND CT	WEEKI WACHEE FL 34613-6531
	7501 JOMEL DR	WEEKI WACHEE FL 34607-2018
	9004 JERICHO RD	WEEKI WACHEE FL 34613-8217
	9000 GLEN LAKES BLVD	WEEKI WACHEE FL 34613-4200
	9000 GLEN LAKES BLVD	WEEKI WACHEE FL 34613-4200
	9000 GLEN LAKES BLVD	WEEKI WACHEE FL 34613-4200
	9000 GLEN LAKES BLVD	WEEKI WACHEE FL 34613-4200
	9036 JERICHO RD	WEEKI WACHEE FL 34613-8217
	9061 JERICHO RD	BROOKSVILLE FL 34613
ERIC J	9047 JERICHO RD	WEEKI WACHEE FL 34613-8200
	11121 CADDIE LN	CONCORD TOWNSHIP OH 44077-8939
	8988 JERICHO RD	WEEKI WACHEE FL 34613-8206
	8825 CLARITA ST	BROOKSVILLE FL 34613
GAIL S TTEE	9020 JERICHO RD	WEEKI WACHEE FL 34613-8217
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235
	6800 GULFPORT BLVD S # 201-304	PASADENA FL 33707-2163
	9019 JERICHO RD	BROOKSVILLE FL 34613-8200
CHERI A CO-TTEE	8976 JERICHO RD	WEEKI WACHEE FL 34613-8206
	9256 BIRMINGHAM AVE	BROOKSVILLE FL 34613-4424
	9256 BIRMINGHAM AVE	WEEKI WACHEE FL 34613-4424
	9312 GENTLE BEN CT	WEEKI WACHEE FL 34613-8207
	9052 JERICHO RD	WEEKI WACHEE FL 34613-8217
	9011 JERICHO RD	WEEKI WACHEE FL 34613-8200
	9033 JERICHO RD	WEEKI WACHEE FL 34613-8200

STAFF REPORT



Hearings: Planning & Zoning Commission:
Applicant: ARC Florida Homes
File Number: V-23-50 / 1471863
Request: Reduction in the Secondary Front setback from 20' to 14.6'
General Location: 9305 Gentle Ben Ct Weeki Wachee, FL 34613
Parcel Key: 1532817

Applicant's Request: Reduction in the Secondary Front setback from 20' to 14.6'

Site Characteristics:

- **Site Size:** 8849 SQFT
- **Surrounding Zoning & Land Uses:**
 - North: PDP(SF)
 - South: PDP(SF)
 - East: PDP(SU)DRA
 - West: PDP(SF)
- **Current Zoning:** PDP(SF)
- **Future Land Use Map Designation:** RESIDENTIAL

Land Use Analysis:

Applicable Code(s):

APPENDIX A – ZONING, ARTICLE VIII. - PLANNED-DEVELOPMENT PROJECT, Section 1 B. Perimeter setback Secondary Front 20'.

Administrative Review:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

Staff Analysis: NA

2. That the special conditions and circumstances do not result from the actions of the applicant;

Staff Analysis: NA

3. The requested variance will not be detrimental to the development pattern in the neighborhood;

Staff Analysis: The applicant has requested a variance to reduce the Secondary Front setback from 20' to 14.6' for the main dwelling. It will remain within the property lines;

4. The requested variance will enable the petitioner to avoid building in the flood plain;

Staff Analysis: NA

5. The requested variance will enable the petitioner to protect one or more specimen trees;

Staff Analysis: NA

6. The requested variance is the result of a development plan proposing a more efficient and safe design through an access management plan approved by the development review committee.

Staff Analysis: NA

7. The requested variance is for a front yard corner lot and will not have any adverse impact on the established development pattern of the adjacent lots.

Staff Analysis: NA

8. The requested variance is for an addition for a building with an existing portion already encroaching into the yard and will not extend past a line established by the existing encroachment running parallel to the lot line.

Staff Analysis: NA

9. The requested variance will further the reconstruction, rehabilitation, or restoration of structures listed in or classified as contributing to a district listed in the National Register of Historic Places, the Local Register of Historic Places, or the State Inventory of Historic Places.

Staff Analysis: NA

Staff Recommendation:

Staff recommendation is to intend to **approve.**



REQUEST FOR REVIEW OF VARIANCE DECISION

APPLICATION FOR PUBLIC HEARING
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your request for review of this petition, to this office before advertisement may be made for a public hearing before the Board of County Commissioners.

THE PERSON REQUESTING THE REVIEW IS REQUIRED TO APPEAR IN PERSON
AT THE PUBLIC HEARING.

Date: 11/07/2023 ARC FLORIDA Homes

Variance File No.: V-23-50/1471863 Petitioner Name: Glenn Schack

1. Your name (please print) Glenn Schack

Mailing Address 9011 Jericho Rd

City Weeki Wachee State FL Zip 34613 Phone# 727 494 4705

2. State your reasons for requesting a review of the variance decision:

These ARE Rental Homes BEING BUILT IN GLENLAKES AND ARE BEING BUILT WITH THE MINIMUM SPACING BETWEEN PROPERTIES ALREADY - TO APPLY A VARIANCE ONLY JAMS AN OVERCROWDED SITUATION ALREADY IN PLACE - I REJECT THE VARIANCE APPLICATION BECAUSE OF THIS

Attach additional pages, if necessary, to explain the reason you are requesting a review of this variance decision. Submit this form along with any additional documentation which you deem necessary to support your request. YOU will be notified in writing of the date and time scheduled for your appearance before the Board of County Commissioners.

SIGNATURE: [Handwritten Signature]

Liz & Glenn Schalk
9011 Jericho Road
Weeki Wachee, FL 34613

RECEIVED
NOV 15 2023
Hernando County Development Services
Zoning Division

TAMPA FL 335
SAINT PETERSBURG FL
10 NOV 2023 4PM 5 1



RECEIVED
NOV 9 5 2023
Hernando County Development Services
Zoning Division

RECEIVED
NOV 15 2023
Hernando County Development Services
Zoning Division

DEPT OF Development Services
PLANNING DIVISION
789 PROVIDENCE BLVD
Brooksville, FL

34601-304389

3.H.6



REQUEST FOR REVIEW OF VARIANCE DECISION

APPLICATION FOR PUBLIC HEARING
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your request for review of this petition, to this office before advertisement may be made for a public hearing before the Board of County Commissioners.

THE PERSON REQUESTING THE REVIEW IS REQUIRED TO APPEAR IN PERSON
AT THE PUBLIC HEARING.

Date: _____

Variance File No.: V-23-50/1471863 Petitioner Name: ARC Florida Homes

1. Your name (please print) Francis & April Rupp

Mailing Address 9312 Gentle Ben Court

City Weeki Wachee State FL Zip 34613 Phone# 352-556-4039

2. State your reasons for requesting a review of the variance decision:

I live across the street from 9305 Gentle Ben Ct. I feel this house and all the other new houses they are planning to build on the street should be required to follow the same setback rules we were required to follow at the time all the houses on Gericho and Gentle Ben Ct. were built. There should be no exceptions! We have a lovely neighborhood and would like it to remain so. I am not asking anything more than what was required of

everyone else. We vote NO to setback change!!

Attach additional pages, if necessary, to explain the reason you are requesting a review of this variance decision. Submit this form along with any additional documentation which you deem necessary to support your request. YOU will be notified in writing of the date and time scheduled for your appearance before the Board of County Commissioners.

SIGNATURE: April Rupp Francis Rupp



Frank & April Rupp
 9312 Gentle Ben Ct
 Weeki Wachee, FL 34613-8207

TAMPA FL 335
 SAINT PETERSBURG FL
 10 NOV 2023 PM 4 L

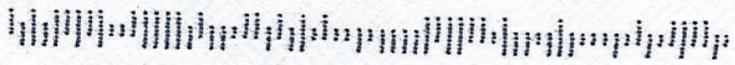


RECEIVED

NOV 15 2023

Hernando County Development Services
 Planning Division
*Department of Development Services
 Planning Division
 789 Providence Blvd.
 Weeki Wachee, FL 34601*

34601-304383





REQUEST FOR REVIEW OF VARIANCE DECISION

APPLICATION FOR PUBLIC HEARING
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your request for review of this petition, to this office before advertisement may be made for a public hearing before the Board of County Commissioners.

THE PERSON REQUESTING THE REVIEW IS REQUIRED TO APPEAR IN PERSON AT THE PUBLIC HEARING.

Date: Nov 7, 2023

Variance File No.: V-23-50 / 1471863 Petitioner Name: Charles Salkewicz

1. Your name (please print) Sandra Gripton / Charles Salkewicz

Mailing Address 9061 Jericho Rd

City Weeki Wachee State FL Zip 34618 Phone# 248 660 6963

2. State your reasons for requesting a review of the variance decision:
(Very hard to get info about this request)
We want all houses on Gentle Ben Court
to be set back from the road ~~that~~
the distance that existing
houses are set back. No
closer to the Road.

Attach additional pages, if necessary, to explain the reason you are requesting a review of this variance decision. Submit this form along with any additional documentation which you deem necessary to support your request. **YOU will be notified in writing of the date and time scheduled for your appearance before the Board of County Commissioners.**

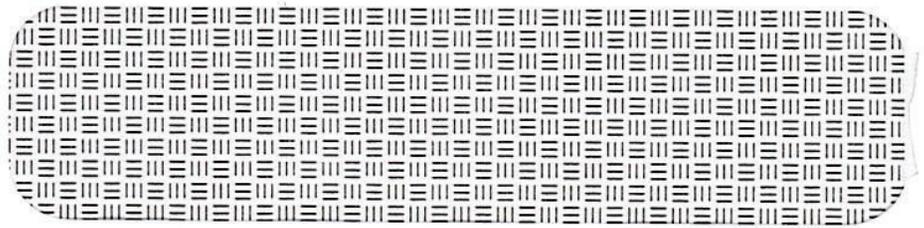
SIGNATURE: [Signature]
Nov 10, 2023

FROM: Gripton / Salkiewicz
9067 Jericho Rd
Weeki Wachee - FL
34613

TAMPA FL 335
SAINT PETERSBURG FL
10 NOV 2023 PM 5 L



Developmental Services Dept
Planning Division
1653 Blaise Dr
Brooksville,
Florida



34601-303153 3460



2/19/2024

FILE_NUMB	OWNER_NAME	OWNER_NA_1	MAIL_ADDR1	MAIL_ADDR2	MAIL_ADDR3	MAIL_ADDR4
V-23-50	APAMEA CAPITAL LLC		12148 CORTEZ BLVD	BROOKSVILLE FL 34613		
V-23-50	BELNIAK ALFRED J TTEE, BELNIAK MARLENE M	TTEE	11055 BAYWIND CT	WEEKI WACHEE FL 34613-6531		
V-23-50	BOLING JOSHUA		7501 JOMEL DR	WEEKI WACHEE FL 34607-2018		
V-23-50	GIARRATANO ANTHONY, GIARRATANO VERONICA		9004 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-50	GLEN LAKES HOMEOWNERS ASSOC		9000 GLEN LAKES BLVD	WEEKI WACHEE FL 34613-4200		
V-23-50	GLICKFIELD BONNIE K LIFE ESTATE		9036 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-50	GRIPTON SANDRA SUE, SALKIEWICZ CHARLES W		9061 JERICHO RD	BROOKSVILLE FL 34613		
V-23-50	HSU PETER, RYAN-HSU MONIKA E, RYAN	ERIC J	9047 JERICHO RD	WEEKI WACHEE FL 34613-8200		
V-23-50	KALINA CAROL A TTEE		11121 CADDIE LN	CONCORD TOWNSHIP OH 44077-8939		
V-23-50	KARAS JAMES N, KARAS SUN MI		8988 JERICHO RD	WEEKI WACHEE FL 34613-8206		
V-23-50	MAJEWSKI TAYLOR, MAJEWSKI LAURA		8825 CLARITA ST	BROOKSVILLE FL 34613		
V-23-50	MERCADANTE M RICHARD TTEE, MERCADANTE	GAIL S TTEE	9020 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-50	MILVIAN LLC	C/O ASIA PACIFIC LAND LTD	599 BROADWAY # 8	NEW YORK NY 10012-3235		
V-23-50	OLD DIRT ROAD PROPERTY GROUP LLC		6800 GULFPORT BLVD S # 201-304	PASADENA FL 33707-2163		
V-23-50	OLIVIER CHARLES T, OLIVIER KATHLEEN		9019 JERICHO RD	BROOKSVILLE FL 34613-8200		
V-23-50	PALADINO SAMUEL J CO-TTEE, PALADINO	CHERI A CO-TTEE	8976 JERICHO RD	WEEKI WACHEE FL 34613-8206		
V-23-50	RDR HOMELAND LLC		9256 BIRMINGHAM AVE	BROOKSVILLE FL 34613-4424		
V-23-50	REXROTH BLAIR A, REXROTH ROBERTA K		9256 BIRMINGHAM AVE	WEEKI WACHEE FL 34613-4424		
V-23-50	RUPP FRANCIS J, RUPP APRIL B		9312 GENTLE BEN CT	WEEKI WACHEE FL 34613-8207		
V-23-50	SANVENERO RICHARD LIFE ESTATE		9052 JERICHO RD	WEEKI WACHEE FL 34613-8217		
V-23-50	SCHALK GLENN		9011 JERICHO RD	WEEKI WACHEE FL 34613-8200		
V-23-50	WEINER-PETARDI LINDA		9033 JERICHO RD	WEEKI WACHEE FL 34613-8200		

RESOLUTION NUMBER 2024-_____

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on Friday, March 1, 2024 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: ARC Florida Homes LLC on behalf of Milvian LLC

FILE NUMBER: V-23-50 / 1471863

GENERAL

LOCATION: 9305 Gentle Ben Ct., Weeki Wachee, FL 34613

LEGAL

DESCRIPTION: Lot 16, Glen Lakes PH 1 Unit 4-E, of the public records of Hernando County, Florida

PARCEL KEY: 1532817

REQUEST: The applicants are requesting a **DIMENSIONAL VARIANCE** to allow a reduction in the Secondary Front setback from 20' to 14.6'. The representations contained in the applicant's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

The **DIMENSIONAL VARIANCE** requests a deviation from the requirements of Chapter 23, Article VI, Section 23-210 of the Hernando County Code of Ordinances

FINDINGS

OF FACT: ALL of the facts and conditions presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting **APPROVAL** of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings:

1. The requested **DIMENSIONAL VARIANCE** does satisfy ALL of the following prerequisites set forth in Appendix A, Article V, Section 3, Hernando County Code of Ordinances:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district
 - (b) That the special conditions and circumstances do not result from the actions of the applicant
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district.
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare
2. The requested **DIMENSIONAL VARIANCE** is consistent with the County's adopted Comprehensive Plan and land development regulations.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*, and Appendix A, Article V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested **DIMENSIONAL VARIANCE** is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby **APPROVES** the requested variance.

1. Any condition made a part of the BOCC action in this matter are incorporated herein by reference.
2. Pursuant to Appendix A, Article V, Section 3.D.(1), the **DIMENSIONAL VARIANCE** granted herein applies to the property for which it is granted, and not to the individual who applied for it, and it is transferrable to any future owner of the land, but it cannot be transferred by the applicant to a different site.

ADOPTED IN REGULAR SESSION THE ____ DAY OF _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court and Comptroller

By: _____
Elizabeth Narverud
Chairperson

(SEAL)

Approved as to form and Legal Sufficiency

By: *Kyle J. Benda*

County Attorney's Office

RESOLUTION NUMBER 2024-_____

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on Friday, March 3, 2023 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: ARC Florida Homes LLC on behalf of Milvian LLC

FILE NUMBER: V-23-50 / 1471863

GENERAL

LOCATION: 9305 Gentle Ben Ct., Weeki Wachee, FL 34613

LEGAL

DESCRIPTION: Lot 16 Glen Lakes PH 1 Unit 4-E, of the Public Records of Hernando County, Florida

PARCEL KEY: 1532817

REQUEST: The applicants are requesting a **DIMENSIONAL VARIANCE** to allow a reduction in the Secondary Front setback from 20’ to 14.6’. The representations contained in the applicant’s variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

The **DIMENSIONAL VARIANCE** requests a deviation from the requirements of Chapter 23, Article VI, Section 23-210 of the Hernando County Code of Ordinances

FINDINGS

OF FACT: ALL of the facts and conditions presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC’s action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings:

1. The requested **DIMENSIONAL VARIANCE** does not conform with the following prerequisites set forth in Appendix A, Article V, Section 3, Hernando County Code of Ordinances:
 - (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district
 - (b) That the special conditions and circumstances do not result from the actions of the applicant
 - (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district.
 - (d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare
2. The requested **DIMENSIONAL VARIANCE** is NOT consistent with the County's adopted Comprehensive Plan and land development regulations.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*, and Appendix A, Article V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested **DIMENSIONAL VARIANCE** is NOT consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

ACTION:

Based upon the record in this matter and all of the findings of fact and conclusions of law above, the BOCC hereby **DENIES** the request for a **DIMENSIONAL VARIANCE**.

ADOPTED IN REGULAR SESSION THE ____ DAY OF _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court and Comptroller

By: _____
Elizabeth Narverud
Chairperson

(SEAL)

Approved as to form and Legal Sufficiency

By: *Kyle J. Benda* _____
County Attorney's Office



AGENDA ITEM

TITLE

Discussion Regarding Survey Results for Potential Operation of Golf Carts on Shoal Line Boulevard and Reduction of Speed Limit in Hernando Beach Business District

BRIEF OVERVIEW

Staff was directed to perform a survey in Hernando Beach about a potential for golf cart usage on Shoal Line Boulevard and reducing the speed limit in the Hernando Beach Business District. Between 238 and 240 responses were received to the survey. The questions and responses are attached including a separate attachment of the comments received.

Sixty-three percent (63%) of the respondents are in favor of establishing the Hernando Beach Business District as that section of Shoal Line Boulevard from Blue Fish Drive to Calienta Street as the Hernando Beach Business District and allowing for golf carts on that section of Shoal Line Boulevard. Florida Statute Sec. 316.183 provides that the maximum speed limit is 30 mph in a business district (copy of statute attached).

Golf carts can only be operated on roads that have been designated by the County for use by golf carts. Florida Statute 320.01(22) defines a golf cart (copy of statute attached). It should be noted that according to Florida Statute Sec. 320.01(22), golf carts must not be capable of exceeding 20 miles per hour. There is a difference between golf carts and Low-Speed Vehicles. Attached is a brochure from the Department of Florida Highway Safety and Motor Vehicles discussing the differences between Low-Speed Vehicles, Golf Carts, Converted Golf Carts and All-Terrain Vehicles.

FINANCIAL IMPACT

Pending direction of the Board.

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Sections 316.212, 316.2122, 316-183, and Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board discuss the results of the survey and provide direction to staff on any changes to be made in regard to Shoal Line Boulevard.

REVIEW PROCESS

Elaine Singer	Approved	05/29/2024	8:41 AM
Scott Herring	Approved	05/29/2024	9:26 AM
Albert Bertram	Approved	05/29/2024	1:28 PM
Pamela Hare	Approved	05/30/2024	10:14 AM
Victoria Anderson	Approved	05/30/2024	10:41 AM
Heidi Kurppe	Approved	05/30/2024	3:16 PM

Toni Brady	Approved	06/03/2024	8:54 AM
Jeffrey Rogers	Approved	06/03/2024	12:00 PM
Colleen Conko	Approved	06/03/2024	2:55 PM

Are you in favor of the speed limit reduction in the Hernando Beach Business District?

		Response Percent	Response Count
Yes		65.8%	158
No		34.2%	82

Should the boundary of the Hernando Beach Business District on Shoal Line Boulevard be from Blue Fish Drive to Callienta Street to allow more sections of the roadway to accommodate lawful golf carts on Shoal Line Boulevard?

		Response Percent	Response Count
Yes		63.2%	151
No		36.8%	88

Do you own a golf cart?

		Response Percent	Response Count
Yes		50.6%	121
No		49.4%	118

Are you employed at a local business in Hernando Beach?

		Response Percent	Response Count
Yes		7.6%	18
No		92.4%	220

How often do you drive on Shoal Line Blvd.?

		Response Percent	Response Count
Once a day		3.3%	8
Every day		80.0%	192
Several times a week		10.0%	24
Several times a month		6.7%	16

Do you have any additional information to provide? If so, please leave comment below.

Answered : 149

Skipped : 91



Dominique Holmes | Public Information Officer

Hernando County Government
 15470 Flight Path Dr., Brooksville FL, 34604
 Office: (352) 540-6426 Cell: (352) 277-1069
 Email: DHolmes@HernandoCounty.us
www.HernandoCounty.us



Subscribe to [Hernando Highlights!](#)

It's also a safety factor to the pedestrians crossing shoal line.

Has anyone actually checked with insurance companies? Probably not. Our insurance is high enough. This is a guaranteed way for more accidents, deaths, drunks and fights

I support any change that will help cultivate community, drive local commerce, and promote safety. Lowering the speed limit is a great \$€€€€ cost/benefit precursor to the eventual spend of road widening, addition of turning lanes, cart paths and side walks. All of this things are headed our way. Let's take the first step. Lowering the speed limit is a wonderful idea, not just for those who wish to use their golf carts. Lowering the speed limit is better for the safety of everyone and the wildlife. The people who speed on Shoal Line has increased in just a few years. I have seen too many close calls, something needs to be done. I would even suggest a couple of speed bumps on Shoal Line through the business area. Golf carts are fine in their place. I have seen several people almost hit by golf carts on the street as well as on sidewalk the underage children driving the golf carts on the side streets is unsafe for all involved. There are not enough police enforcement to enforce the existing rule. How are you enforce golf carts on Shoreline Boulevard being driven by underage people, as well as intoxicated people. The speed reduction should include Hernando Beach South. Given the increase of electrical bikes being used by tourists and locals alike it would benefit everyone for a safer speed limit to accommodate lv to include electric bikes, pedestrians. We have families that live here and need safer roads and to be included in the business district. As we are also Hernando Beach.

Changing the speed limit will have little to no effect on actual speed without strict enforcement. So happy about this!!! Thank you

Pedestrian crosswalks at several locations would be helpful. Widen the sidewalks-this change does nothing to ensure safety of both cart drivers and car drivers. This change serves only a very small minority of cart owner/users. Modifying the speed limit for all, to the benefit of very few....bad idea

Those who wish to speed on Shoal Line will do so regardless of the speed limit. Lowering the speed limit will be disastrous because those drivers that are law abiding will slow down. However, those who are impatient will cross the double yellow lines and try to pass onto the oncoming traffic. It will increase the accidents along Shoal Line. NOT a good idea to lower the speed limit. There will be more slower traffic which would interfere and congest the area. It is fine the way it is. It is imperative that they keep it the current speed limit. As is, the County can't control the amount of irresponsible and under age golf cart drivers.

The speed limit is TOO fast and should be reduced. This is not a country road there are subdivisions and a business community here. Tourists visit. Legal golf carts would be great with lawful education

I think allowing golf carts on such a major traffic artery will cause congestion and will lead to tragic accidents with golf carts and larger vehicles. When those accidents occur it will shut down access to all of our homes until the accident can be cleared. I think it is a very bad idea. It should just be lowered to 35 mph and why not make a side road for the golf carts to drive on instead of using the main street? Frequenting establishments on Shoal line is difficult due to limited parking. It can get dangerous walking and crossing the streets when people come racing by. Slowing them down would be great and safer for all who walk and bike this area. If we are able to use golf carts we can then reduce parking. Not to mention the extra revenue the county will get from registering golf carts and taxes from more money being spent. Need flashing lights for pedestrian cross walks

If the speed limit going through Weeki Wachee is 35 and we have businesses along our part of Shoal Line, where ppl are actively crossing the street, we need to lower ours. Also add cross walks and blinking lights. People come here to boat, eat, and drink. The county should be doing more to help ensure their safety as well as our residents safety. Just my opinion.

The speed limit issue has been disapproved by the county several times, why are we wasting money on this again? The majority of Hernando Beach is residential areas and the speed limit should be set to move traffic. At present it is very difficult to get into traffic or make a left turn. Slowing the flow of traffic and allowing golf carts will just cause more congestion and create an unsafe area. If the county wants to do a survey it should be done by mail in ballots not on social media.

A reduced speed is needed. We have an active community that frequent the businesses and hold events on Shoal Line road. Allowing legal golf carts access to and from north and south beach will be nice. Shoal Line Blvd is a heavily used roadway with a wide variety of users like school buses, lawn maintenance people hauling trailers, many building contractors hauling large equipment, cement trucks etc, and then of course there is a plethora of folks hauling their boats of various sizes. In light of this, I believe allowing golf carts on Shoal Line would be dangerous, even for that short stretch of roadway. People, as of late, seem to be developing more road rage. Carts could add fuel to the fire

I walk every morning. I have had my visor/hats knocked off my head too many times to count from carts flying down Shoal Line. Somebody is going to get seriously hurt or killed. Slow Down
The expansion of the business district to include HBSouth will benefit all neighbors of Hernando Beach. Not just one!!!!!!
I have no problem with golf carts in the area. Letting them on Shore is very dangerous. If anything why don't we widen and extend the sidewalks.
Reduced speed should include HB north, middle and south. Legal golf carts would be great and give better parking at the business district
Shoal Line is becoming increasingly busy and so are many of the other streets in HB. Adding golf carts to the mix would create additional dangerous situations and road hazards.

Speed limit needs to be lowered anyway. We want to encourage walking, dog walking, bike riding and community gatherings, as it is now so many people fly through HB and pay little to no attention to people, bikers etc. Slowing everyone down would be a positive thing for our community. Allowing golf carts, would be something that would be very popular but I as well think/feel there needs to be a minimum age restriction so as to prevent future issues. Guidelines for golf cart condition also

Should reduce to 25 mph instead of 35.

The road is not capable of safely handling golf cart traffic. Do it right and install a cart path. Golf carts are not safe on shoal line. I find most people do not obey the rules that are set. They let young child drive down the roads and changing the speed limit isn't solving the issues.

Bringing the speed limit down will help ensure the safety of residents that cross the street to frequent the local businesses. Legal Golf carts would be great. Expanding the business district will let all residential areas in Hernando Beach participate in the use of golf carts if they so choose. Parking is a big issue around the businesses. Using Golf carts would alleviate the parking on the side of a busy road around the bars and Art Walk. To be able to use my golf cart outside of the Hernando Beach South neighborhood would be awesome. Being able to save gas using the golf cart to go eat will help with the ever growing Bidenomics.
A reduced speed would certainly make it safer but also easier to get out on Shoal Line from HB South. Also, I think all of the neighborhoods should be allowed access to be able to use their legal golf cart. If the boundary isn't extended and the speed reduced how do people from HB SOUTH use their golf cart to get to businesses?
I see people playing Frogger everyday trying to get across Shoal Line between the speeders that think this road is their own Fast n Furious racetrack. Slowing the traffic down will help pedestrian safety. Also allowing golf carts would slow down the speeders as well seems how golf cart speed is regulated. This would be a win win for the neighborhoods and VRBO/AirBnB's in the North.

A reduced speed is overdue for our communities. We have a very active community; biking, scooters, walkers, runners, and Shoal Line is TOO fast and unsafe needs to be 25MPH. We moved here for the Florida life and why we aren't already a golf cart community is beyond me except maybe for a few select group that don't like to evolve with the times. Legal Golf Carts would IMPROVE our home values.

This is a great idea, lowering speed limits is a great idea just due to pedestrian traffic on shoal line. Making it golf cart friendly would help lower emissions on the beach plus allow for more parking area at local businesses as golf carts are much smaller.

There is no shoulder or center turn lanes to avoid golf carts moving slowly, or for them to move over to allow traffic to pass. I think Hernando Beach would be better served as a Golf Cart community for businesses as well as infrastructure
The speed limit on Shoal Line needs to be reduced AND enforced. Golf cart use is an added bonus and I think all businesses along this strip will greatly benefit from this, as well.

This should be a mail out survey so all residents receive it and have a opportunity to respond.

The picture shown for the proposed business district excludes a few business and the whole Hernando Beach South neighborhood. Who would enjoy taking their street legal golf cart to go and get a pizza or sub at Matoli's. Also there is another very frequented establishment not depicted called the Lazy Lizard. Let's have complete inclusiveness and not just catering to the North Neighborhoods.
The current speed limit is too fast and unsafe for our growing pedestrian community. Reduced speed and Crosswalks with blinking lights would help. Also extending the business district to include the whole line of the businesses on shoal line as proposed would be fair to all businesses. Legal Golf Carts would improve our community and our florida life by connecting all neighbors to each other and modernizing Hernando Beach N, S and Central.

My family loves where we live. Would be wonderful to see more modernization to the business district by having a safe pedestrian and golf cart community added for all HB neighborhoods to respond.
Gol Cart Please!!!!!!!!!!!!!!!!!!!!
The distraction of golf carts on a road that is very busy with tractor trailers delivering food products to the restaurants, boats being trailered to the boat ramp, restaurants with patrons drinking & driving is a definite NO! Minors are always driving the golf carts and that is against the law. The double parking on the shoulder of the road in front of the Hernando Beach Marina & the Drunken Mullet is also very dangerous. Better law enforcement of the current parking situation is needed now!!

I believe the limit should be 25 mph. The amount of vehicles entering/exiting the road along with pedestrians is astounding and will continue to grow. A slower speed limit is well worth a potential life being saved. I object to this because there is not enough businesses to warrant such a proposal. you have 3 bars, 3 restaurants, a couple of gift shops and a couple of marinas. If you want this to be golf cart friendly, get other businesses to come in that would warrant HB residents to frequent more often. There are too many salvage and storage lots or make this a family spot. Make it a strip of food places and bars, a family friendly tourist destination and blend with preserve vision, then ill be ok with it. Our community is growing exponentially and expanding the business district to include all the businesses is a great place to start! A reduced speed limit for safety with the active community and why we aren't already a golf cart community is a bewilderment!!!!

Slowing down the speed limit and allowing the community access by cart will be a huge benefit with the lack of parking. Speeders will be forced to slow down if cart is in path
Safer for bicycles also.
Golf Carts Should not be allowed
Fm from Salem MA (population 44,000 - 18 square miles), it's a vibrant, walking downtown with numerous restaurants and parks to walk or bike to. Salem's city speed limit is 35. One thing that surprised me when I first relocated here was just how high the speed limits are in an area surrounded by so many water hazards. Even the side road limits are 30. It's ridiculous. I now understand why there are so many roadside memorials to people that have lost their lives along our local roads. Sad!!
Yes we need to slow the speed limit to control the speeding and make the area safer for the community. Allowing legal golf carts will help with that and will be a nice amenity to the neighborhoods atmosphere and selling points as well as businesses having better parking situations.
Hernando Beach lacks the infrastructure of a true golf cart community. Go see The Villages as an example of a real golf cart community. Right now, the golf carts are illegally using the sidewalk. Shoal line and Callente are too narrow and have no shoulder. To be safe, golf carts need their own lane or a separate golf cart paved path, not a skinny sidewalk.

First, the speed limit is way too fast for safety. We relocated here from Gulfport, Fl. which is very small and also is an active legal golf cart community. I think this would be a benefit to living here in Hernando Beach not only for the lifestyle but for increased value and business potential that could make our small business district better just like in Gulfport. Golf Cart Education to every resident and law enforcement would be helpful to initiate it.

There's too many vehicles on Shoal line as it is now.

Thank you for this survey. Please reduce the speed for safety of everyone and extend to include all businesses and neighborhoods.

I agree that a speed reduction is desperately needed. 35 then dropping to 25 in the actual business district. I am for allowing legal golf carts to HB. We've lived in other places and always enjoyed the convenience and it actually helped make it an improvement and added value to the city. I hope this happens.

It'd be really nice to see golf cart lanes installed in the area mentioned.

It's far more important to lower the speed limit on Flamingo, Gulfview, Gulf Coast and Companara Entra to 25mph, and get a LIGHT at Caliente and Shoal Line.

I think the speed limit should be reduced, but golf carts would be a danger. Especially since I currently see a lot of kids driving golf carts on the sidewalks in Hernando Beach.

Do not reduce the speed limit, these golf carts are not needed in this area.

Shoal Line is congested enough. The addition of golf carts would make it intolerable.

Shoal Line needs 35 to 25 coming to our neighborhoods and 25 in the business district. There's a lot of speeders and more houses being built more people moving here which is good for our values. I will say it is hard to get out of south neighborhood at times because of everyone speeding. I see people trying to use the bike lane which is there already and cars zooming past them and the other day I seen a walkers hat fly off their head! I would buy a legal golf cart if passed.

We walk everyday on the business district between sharkys bar and blue pelican Marina. People drive too fast thru our community. The speed limit in weeki wathce is 35 ours should be the same. We should let golf carts, they must be licensed and give Pedestrians the right of way.

Golf carts are how we get around on the beach. The kids love riding on them and it makes our town so special. Please make it safer to drive them around, thank you.

Please change the speed limit so we can ride our golf carts with our kiddos and not be in fear of getting pulled over.

It's hard enough for some people to go 40. Seems like most people drive 45 so maybe if the speed limit to 35 more people will drive 40!

This is not necessary. It will be absolutely awful when towing a boat and having to go 12mph behind a golf cart. Would that even be possible if there are 2 or 3 boats being trailered on a Saturday???

I think lowering the speed limit for safety with our growing and active community will be great! I also think legal golf carts would add a great feature to our golf town!

Using a golf cart would be helpful in this community.

Unfortunately, allowing golf carts on Shoal Line would be dangerous.

We have a growing community and lots of new construction we desperately need safety for a lot of biking and walkers in our community. I think legal golf carts would be nice since that's how many neighbors get around our neighborhoods now.

Many golf carts (not street legal) now use the sidewalks on Shoal Line and drive across Shoal Line. I was once driving past the Drunken Mullet and a golf cart on the side street opposite the mullet pulled right out in front of me causing me to jamb on my brakes. If I had hit them at 40 mph there would have been 4 severely injured or dead people all over the road. This is a disaster waiting to happen because a few think it's OK for golf carts to drive on narrow roads with large trucks and cars.

I don't own a golf cart or plan on purchasing one. However, I would like to see the speed limit reduced for overall safety.

We frequently ride our bikes on shoal line to the various business and it can be dangerous to cross shoal line due to speeds and volume of traffic on the road now. In addition to lower speed limits, several well marked and flashing cross walks would be a nice addition as well.

Shoal line is dangerous for our neighborhood and needs to be lowered to 35 and 25 in business district. People speed and that needs to stop before a child is run over. I think legal golf carts will help change the neighborhood for the better with values, parking, quality of life and there's so many nearby communities allowing it why aren't we? Because people want to speed! It's a boating community trailering boats! SLOW DOWN! These transplants need to slow their roll!!!

As a person who travels this road frequently, with a boat in tow, I am against allowing golf carts on Shoal Line Blvd. I have no issue with golf carts on side streets, or in smaller blocks of neighborhoods, but I firmly believe they have no place on a main artery.

The foot traffic crossing Shoal Line warrants slower speed limits as well as golf cart usage.

We need the speed limit reduced for safety for our growing community and to stop the speeders before someone dies while walking, biking or running. Becoming a legal golf cart community would only enhance our neighborhoods and add character to Hernando Beach.

We are an active and growing but also a boating community - why speed?? the speed should be lowered for our residents safety and visitors plus legal golf carts would be helpful for the residents and tourists with parking and getting around the neighborhoods and people at the boat ramp who take forever trying to figure out how to trailer their boat in the water.

Visiting Cocoa Beach where the state road is reduced to accommodate street legal golf carts. I saw air bnb guests riding with infants on their lap and no seat belts. No one was driving the speed limit. Very dangerous.

This is the village, people need to get to work, not stuck behind retirees in golf carts.

The reduced speed limit would help make our main road safer for everyone. Extending the business district would include all the neighborhoods. Allowing legal golf carts would help values, lifestyle, parking, getting around will be easier and convenient. In all I think it would be better. I know my family would buy a street legal golf cart if passed.

Golf carts will undoubtedly be hit.

The speed limit reduced for the safety of our community. We see people walking, biking, running, families and children on shoal line. The speeders don't want to slow down and race to the boat ramp trailing a boat! Why?? The county should charge for boat ramp use. Like many other places in Florida. Golf carts would make this area better along with a draw bridge for our middle and south neighborhoods to get their boats out during high tides and help all values increase.

People drive way too fast on shoal line as it stands and they need to be slowed down. There are too many people driving in and out of the businesses and entrances to our communities. It is dangerous. It would be great to allow golf carts to legally travel between communities. on

Cars drive way too fast on Shoal Line, so any speed reduction for any reason is wise and could save lives. We also love the idea of having a designated golf cart community, makes so much sense.

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. LSVs must be registered, titled and insured with personal injury protection (PIP) and property damage liability (PDL) insurance. Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, flhsmv.gov/locations:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) flhsmv.gov/forms;
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, flhsmv.gov/fees;
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

For more information, visit flhsmv.gov/low-speed-vehicles

FLHSMV



Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Beginning October 1, 2023, a person operating a golf cart on public roads or streets who is under 18 years of age must possess a valid learner’s driver license or valid driver license, and a person who is 18 years of age or older must possess a valid form of government-issued photographic identification.

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** flhsmv.gov/locations

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, flhsmv.gov/fees
 - Inspection fee
 - Title fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)
 - Plate fee

All-Terrain Vehicles

Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACCS) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered,** and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

flhsmv.gov/lowspeedvehicles

The Florida Senate

2023 Florida Statutes (including 2023C)

<p><u>Title XXIII</u> MOTOR VEHICLES</p>	<p><u>Chapter 316</u> STATE UNIFORM TRAFFIC CONTROL</p> <p><u>Entire Chapter</u></p>	<p>SECTION 212 Operation of golf carts on certain roadways.</p>
--	--	---

316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of

the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by a person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163; s. 1, ch. 2023-67.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2024 State of Florida.

The Florida Senate

2023 Florida Statutes (including 2023C)

<p><u>Title XXIII</u> MOTOR VEHICLES</p>	<p><u>Chapter 316</u> STATE UNIFORM TRAFFIC CONTROL</p> <p><u>Entire Chapter</u></p>	<p>SECTION 2122 Operation of a low-speed vehicle, mini truck, or low-speed autonomous delivery vehicle on certain roadways.</p>
--	--	---

316.2122 Operation of a low-speed vehicle, mini truck, or low-speed autonomous delivery vehicle on certain roadways.—

(1) The operation of a low-speed vehicle as defined in s. [320.01](#) or a mini truck as defined in s. [320.01](#) on any road is authorized with the following restrictions:

(a) A low-speed vehicle or mini truck may be operated only on streets where the posted speed limit is 35 miles per hour or less. This does not prohibit a low-speed vehicle or mini truck from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(b) A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.

(c) A low-speed vehicle or mini truck must be registered and insured in accordance with s. [320.02](#) and titled pursuant to chapter 319.

(d) Any person operating a low-speed vehicle or mini truck must have in his or her possession a valid driver license.

(2) The operation of a low-speed autonomous delivery vehicle on any road is authorized with the following restrictions:

(a) A low-speed autonomous delivery vehicle may operate only on streets or roads where the posted speed limit is 35 miles per hour or less. This paragraph does not prohibit a low-speed autonomous delivery vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(b) A low-speed autonomous delivery vehicle may operate on a street or road with a posted speed limit of more than 35 miles per hour, but no more than 45 miles per hour, if:

1. The low-speed autonomous delivery vehicle travels no more than 1 continuous mile on such a street or road, except that the vehicle may travel in excess of 1 continuous mile if authorized by the entity with jurisdiction over the street or road;

2. The low-speed autonomous delivery vehicle operates exclusively in the right lane, other than for the purpose of completing a turn; and

3. On a two-lane street or road where overtaking and passing another vehicle is unsafe because of traffic moving in the opposite direction or because of other unsafe conditions, and five or more vehicles are formed in a line behind the autonomous delivery vehicle, the low-speed autonomous delivery vehicle exits the roadway wherever a sufficient area for a safe turn-out exists, to permit the vehicles following to proceed.

(c) A low-speed autonomous delivery vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, and vehicle identification numbers.

(d) Federal regulations adopted by the National Highway Traffic Safety Administration shall supersede this subsection when found to be in conflict with this subsection.

(e) A low-speed autonomous delivery vehicle must be covered by a policy of automobile insurance which provides the coverage required by s. [627.749\(2\)\(a\)1., 2., and 3.](#) The coverage requirements of this paragraph may be satisfied by automobile insurance maintained by the owner of a low-speed autonomous delivery vehicle, the owner of the teleoperation system, the remote human operator, or a combination thereof.

(3) A county or municipality may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the

interest of safety.

(4) The Department of Transportation may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety.

History.—s. 1, ch. 99-163; s. 5, ch. 2009-183; s. 85, ch. 2012-174; s. 78, ch. 2013-160; s. 2, ch. 2021-233.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2024 State of Florida.

The Florida Senate

2023 Florida Statutes (including 2023C)

<p><u>Title XXIII</u> MOTOR VEHICLES</p>	<p><u>Chapter 316</u> STATE UNIFORM TRAFFIC CONTROL</p> <p><u>Entire Chapter</u></p>	<p>SECTION 183 Unlawful speed.</p>
--	--	--

316.183 Unlawful speed.—

(1) No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance or object on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

(2) On all streets or highways, the maximum speed limits for all vehicles must be 30 miles per hour in business or residence districts, and 55 miles per hour at any time at all other locations. However, with respect to a residence district, a county or municipality may set a maximum speed limit of 20 or 25 miles per hour on local streets and highways after an investigation determines that such a limit is reasonable. It is not necessary to conduct a separate investigation for each residence district. The minimum speed limit on all highways that comprise a part of the National System of Interstate and Defense Highways and have not fewer than four lanes is 40 miles per hour, except that when the posted speed limit is 70 miles per hour, the minimum speed limit is 50 miles per hour.

(3) A school bus may not exceed the posted speed limits at any time.

(4) The driver of every vehicle shall, consistent with the requirements of subsection (1), drive at an appropriately reduced speed when:

- (a) Approaching and crossing an intersection or railway grade crossing;
- (b) Approaching and going around a curve;
- (c) Approaching a hill crest;
- (d) Traveling upon any narrow or winding roadway; and
- (e) Any special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(5) No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law.

(6) No driver of a vehicle shall exceed the posted maximum speed limit in a work zone area.

(7) A violation of this section is a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.

History.—s. 1, ch. 71-135; s. 1, ch. 76-159; s. 3, ch. 76-218; s. 3, ch. 76-286; s. 1, ch. 77-174; s. 6, ch. 87-161; s. 2, ch. 88-47; s. 5, ch. 88-91; s. 4, ch. 88-93; s. 21, ch. 90-227; s. 17, ch. 94-306; s. 20, ch. 96-350; s. 135, ch. 99-248; s. 32, ch. 2005-164; s. 5, ch. 2012-181.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2024 State of Florida.

The Florida Senate

2023 Florida Statutes (including 2023C)

<p><u>Title XXIII</u> MOTOR VEHICLES</p>	<p><u>Chapter 320</u> MOTOR VEHICLE LICENSES</p> <p><u>Entire Chapter</u></p>	<p>SECTION 01 Definitions, general.</p>
--	---	---

320.01 Definitions, general.— As used in the Florida Statutes, except as otherwise provided, the term:

(1) “Motor vehicle” means:

(a) An automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, motorized scooters, micromobility devices, personal delivery devices and mobile carriers as defined in s. [316.003](#), special mobile equipment as defined in s. [316.003](#), vehicles that run only upon a track, bicycles, electric bicycles, swamp buggies, or mopeds.

(b) A recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicle-type units, when traveling on the public roadways of this state, must comply with the length and width provisions of s. [316.515](#), as that section may hereafter be amended. As defined below, the basic entities are:

1. The “travel trailer,” which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8½ feet and an overall body length of no more than 40 feet when factory-equipped for the road.

2. The “camping trailer,” which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

3. The “truck camper,” which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

4. The “motor home,” which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. [316.515](#), is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

5. The “private motor coach,” which is a vehicular unit which does not exceed the length, width, and height limitations provided in s. [316.515](#)(9), is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

6. The “van conversion,” which is a vehicular unit which does not exceed the length and width limitations provided in s. [316.515](#), is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

7. The “park trailer,” which is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. The length of a park trailer means the distance from the exterior of the front of the body (nearest to the drawbar and coupling mechanism) to the exterior of the rear of the body (at the opposite end of the body), including any protrusions.

8. The “fifth-wheel trailer,” which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement

permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(2)(a) "Mobile home" means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch.

(b) "Manufactured home" means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

(3) "Owner" means any person, firm, corporation, or association controlling any motor vehicle or mobile home by right of purchase, gift, lease, or otherwise.

(4) "Trailer" means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that no part of its weight or that of its load rests upon the towing vehicle.

(5) "Semitrailer" means any vehicle without motive power designed to be coupled to or drawn by a motor vehicle and constructed so that some part of its weight and that of its load rests upon or is carried by another vehicle.

(6) "Net weight" means the actual scale weight in pounds with complete catalog equipment.

(7) "Gross weight" means the net weight of a motor vehicle in pounds plus the weight of the load carried by it.

(8) "Cwt" means the weight per hundred pounds, or major fraction thereof, of a motor vehicle.

(9) "Truck" means any motor vehicle with a net vehicle weight of 5,000 pounds or less and which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(10) "Heavy truck" means any motor vehicle with a net vehicle weight of more than 5,000 pounds, which is registered on the basis of gross vehicle weight in accordance with s. [320.08\(4\)](#), and which is designed or used for the carriage of goods or designed or equipped with a connecting device for the purpose of drawing a trailer that is attached or coupled thereto by means of such connecting device and includes any such motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers.

(11) "Truck tractor" means a motor vehicle which has four or more wheels and is designed and equipped with a fifth wheel for the primary purpose of drawing a semitrailer that is attached or coupled thereto by means of such fifth wheel and which has no provision for carrying loads independently.

(12) "Gross vehicle weight" means:

(a) For heavy trucks with a net weight of more than 5,000 pounds, but less than 8,000 pounds, the gross weight of the heavy truck. The gross vehicle weight is calculated by adding to the net weight of the heavy truck the weight of the load carried by it, which is the maximum gross weight as declared by the owner or person applying for registration.

(b) For heavy trucks with a net weight of 8,000 pounds or more, the gross weight of the heavy truck, including the gross weight of any trailer coupled thereto. The gross vehicle weight is calculated by adding to the gross weight of the heavy truck the gross weight of the trailer, which is the maximum gross weight as declared by the owner or person applying for registration.

(c) The gross weight of a truck tractor and semitrailer combination is calculated by adding to the net weight of the truck tractor the gross weight of the semitrailer, which is the maximum gross weight as declared by the owner or

person applying for registration; such vehicles are together by means of a fifth-wheel arrangement whereby part of the weight of the semitrailer and load rests upon the truck tractor.

(13) "Passenger," or any abbreviation thereof, does not include a driver.

(14) "Private use" means the use of any vehicle which is not properly classified as a for-hire vehicle.

(15)(a) "For-hire vehicle" means any motor vehicle, when used for transporting persons or goods for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis. When goods or passengers are transported for compensation in a motor vehicle outside a municipal corporation of this state, or when goods are transported in a motor vehicle not owned by the person owning the goods, such transportation is "for hire." The carriage of goods and other personal property in a motor vehicle by a corporation or association for its stockholders, shareholders, and members, cooperative or otherwise, is transportation "for hire."

(b) The following are not included in the term "for-hire vehicle": a motor vehicle used for transporting school children to and from school under contract with school officials; a hearse or ambulance when operated by a licensed embalmer or mortician or his or her agent or employee in this state; a motor vehicle used in the transportation of agricultural or horticultural products or in transporting agricultural or horticultural supplies direct to growers or the consumers of such supplies or to associations of such growers or consumers; a motor vehicle temporarily used by a farmer for the transportation of agricultural or horticultural products from any farm or grove to a packinghouse or to a point of shipment by a transportation company; or a motor vehicle not exceeding 1½ tons under contract with the Government of the United States to carry United States mail, provided such vehicle is not used for commercial purposes.

(16) "Road" means the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic.

(17) "Brake horsepower" means the actual unit of torque developed per unit of time at the output shaft of an engine, as measured by a dynamometer.

(18) "Department" means the Department of Highway Safety and Motor Vehicles.

(19)(a) "Registration period" means a period of 12 months or 24 months during which a motor vehicle or mobile home registration is valid.

(b) "Extended registration period" means a period of 24 months during which a motor vehicle or mobile home registration is valid.

(20) "Marine boat trailer dealer" means any person engaged in:

(a) The business of buying, selling, manufacturing, or dealing in trailers specifically designed to be drawn by another vehicle and used for the transportation on land of vessels, as defined in s. [327.02](#); or

(b) The offering or displaying of such trailers for sale.

(21) "Renewal period" means the period during which renewal of a motor vehicle registration or mobile home registration is required, as provided in s. [320.055](#).

(22) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(23) "International Registration Plan" means a registration reciprocity agreement among states of the United States and provinces of Canada providing for payment of license fees on the basis of fleet miles operated in various jurisdictions.

(24) "Apportionable vehicle" means any vehicle, except recreational vehicles, vehicles displaying restricted plates, city pickup and delivery vehicles, and government-owned vehicles, which is used or intended for use in two or more member jurisdictions that allocate or proportionally register vehicles and which is used for the transportation of persons for hire or is designed, used, or maintained primarily for the transportation of property and:

(a) Is a power unit having a gross vehicle weight in excess of 26,000 pounds;

(b) Is a power unit having three or more axles, regardless of weight; or

(c) Is used in combination, when the weight of such combination exceeds 26,000 pounds gross vehicle weight.

Vehicles, or combinations thereof, having a gross vehicle weight of 26,000 pounds or less and two-axle vehicles may be proportionally registered.

(25) "Commercial motor vehicle" means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight. A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. [549.09\(1\)\(a\)](#), is not a commercial motor vehicle if the use is not for profit and corporate sponsorship is not involved. As used in this subsection, the term "corporate sponsorship" means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

(26) "Motorcycle" means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term includes an autogyro, as defined in s. [316.003](#), but excludes a tractor, a moped, or any vehicle in which the operator is enclosed by a cabin unless it meets the requirements set forth by the National Highway Traffic Safety Administration for a motorcycle.

(27) "Moped" means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(28) "Interstate" means vehicle movement between or through two or more states.

(29) "Intrastate" means vehicle movement from one point within a state to another point within the same state.

(30) "Person" means and includes natural persons, corporations, copartnerships, firms, companies, agencies, or associations, singular or plural.

(31) "Registrant" means a person in whose name or names a vehicle is properly registered.

(32) "Motor carrier" means any person owning, controlling, operating, or managing any motor vehicle used to transport persons or property over any public highway.

(33) "Motorized disability access vehicle" means a vehicle designed primarily for handicapped individuals with normal upper body abilities and designed to be fueled by gasoline, travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground, and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters.

(34) "Resident" means a person who has his or her principal place of domicile in this state for a period of more than 6 consecutive months, who has registered to vote in this state, who has made a statement of domicile pursuant to s. [222.17](#), or who has filed for homestead tax exemption on property in this state.

(35) "Nonresident" means a person who is not a resident.

(36) "Electric vehicle" means a motor vehicle that is powered by an electric motor that draws current from rechargeable storage batteries, fuel cells, or other sources of electrical current.

(37) "Disabled motor vehicle" means any motor vehicle as defined in subsection (1) which is not operable under its own motive power, excluding a nondisabled trailer or semitrailer, or any motor vehicle that is unsafe for operation upon the highways of this state.

(38) "Replacement motor vehicle" means any motor vehicle as defined in subsection (1) under tow by a wrecker to the location of a disabled motor vehicle for the purpose of replacing the disabled motor vehicle, thereby permitting the

transfer of the disabled motor vehicle's operator, passengers, and load to an operable motor vehicle.

(39) "Wrecker" means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

(40) "Tow" means to pull or draw any motor vehicle with a power unit by means of a direct attachment, drawbar, or other connection or to carry a motor vehicle on a power unit designed to transport such vehicle from one location to another.

(41) "Low-speed vehicle" means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. [316.2122](#).

(42) "Utility vehicle" means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. [316.2074](#).

(43) For purposes of this chapter, the term "agricultural products" means any food product; any agricultural, horticultural, or livestock product; any raw material used in plant food formulation; and any plant food used to produce food and fiber.

(44) "Mini truck" means any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.

(45) "Swamp buggy" means a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.

History.—ss. 1, 6, ch. 7275, 1917; s. 1, ch. 7737, 1918; RGS 1006, 1011; ss. 2, 5, ch. 8410, 1921; s. 2, ch. 9156, 1923; s. 1, ch. 9157, 1923; ss. 1, 3, ch. 10182, 1925; CGL 1280, 1285, 1677; s. 3, ch. 15625, 1931; s. 3, ch. 16085, 1933; s. 1, ch. 20743, 1941; s. 1, ch. 20911, 1941; s. 1, ch. 26923, 1951; s. 1, ch. 59-351; s. 1, ch. 65-61; s. 1, ch. 65-446; ss. 23, 24, 35, ch. 69-106; s. 1, ch. 70-215; s. 1, ch. 70-391; s. 93, ch. 71-377; s. 1, ch. 72-339; s. 1, ch. 73-284; s. 2, ch. 74-243; s. 3, ch. 75-66; s. 2, ch. 76-135; s. 4, ch. 76-286; s. 1, ch. 77-180; s. 1, ch. 77-357; s. 1, ch. 78-221; s. 125, ch. 79-400; s. 12, ch. 81-151; s. 22, ch. 82-134; s. 3, ch. 83-188; s. 23, ch. 83-215; s. 1, ch. 83-318; s. 1, ch. 84-182; s. 7, ch. 84-260; s. 5, ch. 85-155; s. 43, ch. 85-180; s. 10, ch. 85-309; s. 4, ch. 85-343; s. 11, ch. 86-243; s. 11, ch. 87-161; s. 20, ch. 87-198; s. 5, ch. 87-225; s. 1, ch. 88-147; s. 66, ch. 89-282; s. 2, ch. 89-320; s. 1, ch. 90-163; s. 4, ch. 90-270; s. 5, ch. 92-148; s. 39, ch. 94-306; s. 910, ch. 95-148; s. 10, ch. 95-247; s. 10, ch. 95-333; s. 29, ch. 96-413; s. 3, ch. 97-58; s. 2, ch. 99-163; s. 15, ch. 99-248; s. 39, ch. 2001-196; s. 1, ch. 2007-242; s. 16, ch. 2008-176; s. 2, ch. 2008-179; s. 6, ch. 2009-183; s. 20, ch. 2012-174; s. 27, ch. 2012-181; s. 27, ch. 2013-160; s. 72, ch. 2016-239; s. 4, ch. 2017-150; s. 5, ch. 2018-130; s. 5, ch. 2019-109; s. 11, ch. 2020-69; s. 7, ch. 2022-175.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2024 State of Florida.



8TH ISLE

7TH ISLE

6TH ISLE

5TH ISLE

4TH ISLE

3RD ISLE

2ND ISLE

1ST ISLE

GULF COAST

GULF COAST

BISCAYNE

FLEXER

PARADISE

BELLAIRE

COLUMBUS

TAHITI

ORIENT

GULFVIEW

45
STATE
SPEED
LIMIT

STATE
SPEED
LIMIT
45

40
STATE
SPEED
LIMIT

LILY

DAISY

CAMELIA

DES PREZ

DIAZ

TAMPICO

CARLOS

CASA

CENTAVO

COMPANERO ENTRA

SHOALLINE

40
STATE
SPEED
LIMIT

STATE
SPEED
LIMIT
40

TURKS CAP

SCARLET SAGE

GRAPE MYRTLE

OLEANDER

POINSETTIA

HOLLY SPRINGS

FERNLEAF

HERMOSA

LUGUSTRUM

SPANISH BAYONET

DENIA

HIBISCUS

AZALEA

SEA GRAPE

ROSE ARBOR



AGENDA ITEM

TITLE

Resolution Amending Exhibit “A” to Resolution No. 2024-103 Placing Proposed Referendum for School Millage Renewal on General Election Ballot of November 5, 2024, as Requested by Hernando County School Board

BRIEF OVERVIEW

On February 20, 2024, the Hernando County School Board (the “School Board”) adopted Resolution No. R24-007, which requests that the Hernando County Board of County Commissioners (the “BOCC”) place a referendum to renew its authority to levy additional millage on the 2024 General Election ballot for consideration by the voters of Hernando County. For this reason, the BOCC adopted Resolution No. 2024-103, on April 9, 2024, to which a copy of the School Board’s Resolution No. R24-007 is attached as Exhibit “A.”

At its meeting of May 28, 2024, the School Board amended Resolution No. R24-007. For that reason, it is necessary for the BOCC to amend Resolution No. 2024-103 to include these changes as detailed in the School Board’s amended and restated Resolution No. R24-007.

FINANCIAL IMPACT

All costs will be the responsibility of the School Board.

LEGAL NOTE

The Board of County Commissioners has the authority to approve this agenda item pursuant to Fla. Stat. § 125.01.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairperson’s signature on the attached resolution, and direct the Clerk to provide certified copies of the adopted resolution to the Hernando County Supervisor of Elections, the Hernando County School Board, and Office of Program Policy Analysis and Government Accountability.

REVIEW PROCESS

Pamela Hare	Approved	05/30/2024	1:47 PM
Jon Jouben	Approved	05/31/2024	10:06 AM
Heidi Kurppe	Approved	05/31/2024	1:39 PM
Toni Brady	Approved	06/03/2024	8:53 AM
Jeffrey Rogers	Approved	06/03/2024	12:06 PM
Colleen Conko	Approved	06/03/2024	12:59 PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

RESOLUTION NO.: 2024 - 103

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, PLACING THE PROPOSED REFERENDUM FOR AN ADDITIONAL SCHOOL MILLAGE ON THE BALLOT OF THE 2024 GENERAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as authorized under Section 1011.73(2), Florida Statutes, the School Board of Hernando County has adopted a resolution requesting a referendum to approve additional millage to be placed on the November 5, 2024 general election ballot for consideration by the voters of Hernando County; and,

WHEREAS, the ballot question is contained in a copy of the resolution of the Hernando County School Board attached hereto as Exhibit "A," which is incorporated herein *in haec verba* and is hereinafter referred to as the "ballot question;" and,

WHEREAS, pursuant to Section 1011.73(2), Florida Statutes, the governing body of the County must place the ballot question on the ballot.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY:

1 **Section 1.** The ballot question as set forth in Exhibit “A” attached hereto and incorporated
2 herein by reference, shall be placed on the ballot for the Tuesday, November 5, 2024, general
3 election by the Hernando County Supervisor of Elections.

4 **Section 2.** The Hernando County School Board shall provide the Hernando County
5 Supervisor of Elections with a Spanish-language translation of the ballot question, as required by 52
6 U.S.C. § 10503, on or before August 20, 2024.

7 **Section 3.** The Hernando County School Board shall be responsible for publication of the
8 required notice of said election, in English and Spanish as required by 52 U.S.C. § 10503, or make
9 arrangements for the Hernando County Supervisor of Elections to do so.

10 **Section 4.** The Hernando County School Board shall be responsible for all costs that may be
11 incurred by the Hernando County Supervisor of Elections in relation to the referendum.

12 **Section 5.** The Clerk of the Circuit Court shall provide certified copies of this Resolution to
13 the Hernando County Supervisor of Elections and the Hernando County School Board.

14 **Section 6. Severability.** It is declared to be the intent of the Board of County
15 Commissioners that if any section, subsection, clause, sentence, phrase, or provision of this
16 resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the
17 validity of the remaining portions of this resolution.

18 **Section 7. Conflicting Provisions Repealed.** All resolutions or parts of resolutions in
19 conflict with the provisions of this resolution are hereby repealed.

20 **Section 8. Effective Date.** This resolution shall take effect immediately.

1 **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF**
2 **HERNANDO COUNTY** in Regular Session this 9th day of April 2024.

3
4 **BOARD OF COUNTY COMMISSIONERS**
5 **HERNANDO COUNTY, FLORIDA**

6
7
8 Attest: Hidi Kumpfer, Deputy Clerk By: E. Narverud
9 DOUGLAS CHORVAT, JR. ELIZABETH NARVERUD
10 Clerk & Comptroller Chairman



11
12
13 Approved for Form and Legal Sufficiency

14
15
16 [Signature]
17 County Attorney

RESOLUTION NO. R24-007

RESOLUTION OF THE SCHOOL BOARD OF HERNANDO COUNTY, DIRECTING THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY TO CALL AN ELECTION AT WHICH THE ELECTORS WITHIN THE COUNTY WILL BE ASKED FOR THE CONTINUATION OF THE ONE MILL AD VALOREM TAX MILLAGE FOR SCHOOL OPERATIONAL PURPOSES FOR FOUR ADDITIONAL YEARS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DIRECTION TO CALL AN ELECTION ASKING THE VOTERS TO CONTINUE THE ONE MILL AD VALOREM TAX FOR SCHOOL OPERATIONS: PROVIDING FOR APPROVAL OF THE REFERENDUM QUESTION AND BALLOT TITLE

WHEREAS, the School Board of Hernando County (the "Board") is charged with operating the public schools within Hernando County, Florida; and,

WHEREAS, the Board has as its primary goal the continued improvement of the education provided to the students attending its public schools; and,

WHEREAS, the education funds available to the Board through the state funding formula and the Required Local Effort do not give the Board adequate resources to create the standard in education that its students require; and,

WHEREAS, Section 1011.73(2), Florida Statutes, authorizes the qualified electors of the Hernando School District to approve additional millage for operational purposes; and

WHEREAS, the Board is aware that voters in some Florida school districts have approved additional millage for school operations and have seen gains in student results; and,

WHEREAS, some Florida school districts have used the additional revenue generated by the increased millage to recruit and hire additional instructional personnel, including teachers, school support staff, and certified school mental health counselors, creating a challenging competition for Hernando County's limited pipeline of qualified personnel; and,

WHEREAS, the Board intends that revenues generated by the additional millage shall be used to attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs; and,

WHEREAS, the Board further intends to use additional millage funds to maintain and increase school safety measures, increase mental health services for students, provide students and staff with devices, resources and support, and to maintain and increase educational opportunities for students; and,

WHEREAS, a Citizens Volunteer Millage Committee shall be appointed and continue to review annual spending; and,

WHEREAS, charter schools are public schools and therefore shall receive a proportionate share from the additional funding source; and,

WHEREAS, millage rates for the Required Local Effort in Hernando County have steadily decreased over the past 10 years, reducing the impact on property owners and creating ample space for an increase without nearing the cap allowed by law; and,

WHEREAS, all of the funds collected from this 1 mill increase will stay in Hernando County, thus improving local economic conditions; and,

WHEREAS, the Board finds that it is in the best interest of students to give qualified electors the opportunity to approve additional millage for school operations.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Hernando County, Florida, in a public meeting duly called and assembled:

1. That pursuant to Section 1011.73(2), Florida Statutes, the Board of County Commissioners of Hernando County is hereby directed to call an election on November 5, 2024, for the qualified electors of Hernando County to vote on whether to continue the increase of ad valorem millage by one mill. Collections for the additional millage shall begin January 2026, and shall terminate after four years from its enactment, as authorized by Section 1011.71(9), Florida Statutes, unless renewed by said voters.

2. The substance of the millage referendum question and the ballot title shall read:

HERNANDO SCHOOL DISTRICT

MILLAGE ELECTION FOR PUBLIC SCHOOL STUDENTS

Shall the School Board of Hernando County renew the levy of ad- valorem operating millage of 1 mill annually to 1) attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs, 2) maintain and increase school safety measures and increase mental health services for students, 3) provide students and staff with devices, resources and support, 4) maintain and increase educational opportunities for all students, and 5) appoint a Citizens Volunteer Millage Committee for the continued review of annual spending.

_____ YES, for millage

_____ NO, against millage

RESOLUTION NO. R24-007

RESOLUTION OF THE SCHOOL BOARD OF HERNANDO COUNTY, DIRECTING THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY TO CALL AN ELECTION AT WHICH THE ELECTORS WITHIN THE COUNTY WILL BE ASKED FOR THE CONTINUATION OF THE ONE MILL AD VALOREM TAX MILLAGE FOR SCHOOL OPERATIONAL PURPOSES FOR FOUR ADDITIONAL YEARS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DIRECTION TO CALL AN ELECTION ASKING THE VOTERS TO CONTINUE THE ONE MILL AD VALOREM TAX FOR SCHOOL OPERATIONS: PROVIDING FOR APPROVAL OF THE REFERENDUM QUESTION AND BALLOT TITLE

WHEREAS, the School Board of Hernando County (the "Board") is charged with operating the public schools within Hernando County, Florida; and,

WHEREAS, the Board has as its primary goal the continued improvement of the education provided to the students attending its public schools; and,

WHEREAS, the education funds available to the Board through the state funding formula and the Required Local Effort do not give the Board adequate resources to create the standard in education that its students require; and,

WHEREAS, Section 1011.73(2), Florida Statutes, authorizes the qualified electors of the Hernando School District to approve additional millage for operational purposes; and

WHEREAS, the Board is aware that voters in some Florida school districts have approved additional millage for school operations and have seen gains in student results; and,

EXHIBIT "A"

WHEREAS, some Florida school districts have used the additional revenue generated by the increased millage to recruit and hire additional instructional personnel, including teachers, school support staff, and certified school mental health counselors, creating a challenging competition for Hernando County's limited pipeline of qualified personnel; and,

WHEREAS, the Board intends that revenues generated by the additional millage shall be used to attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs; and,

WHEREAS, the Board further intends to use additional millage funds to maintain and increase school safety measures, increase mental health services for students, provide students and staff with devices, resources and support, and to maintain and increase educational opportunities for students; and,

WHEREAS, a Citizens Volunteer Millage Committee shall be appointed and continue to review annual spending; and,

WHEREAS, charter schools are public schools and therefore shall receive a proportionate share from the additional funding source; and,

WHEREAS, millage rates for the Required Local Effort in Hernando County have steadily decreased over the past 10 years, reducing the impact on property owners and creating ample space for an increase without nearing the cap allowed by law; and,

WHEREAS, all of the funds collected from this 1 mill increase will stay in Hernando County, thus improving local economic conditions; and,

WHEREAS, the Board finds that it is in the best interest of students to give qualified electors the opportunity to approve additional millage for school operations.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Hernando County, Florida, in a public meeting duly called and assembled:

1. That pursuant to Section 1011.73(2), Florida Statutes, the Board of County Commissioners of Hernando County is hereby directed to call an election on November 5, 2024, for the qualified electors of Hernando County to vote on whether to continue the increase of ad valorem millage by one mill. Collections for the additional millage shall begin March 2025, and shall terminate after four years from its enactment, as authorized by Section 1011.71(9), Florida Statutes, unless renewed by said voters.

2. The substance of the millage referendum question and the ballot title shall read:

HERNANDO SCHOOL DISTRICT

MILLAGE ELECTION FOR PUBLIC SCHOOL STUDENTS

Shall the School Board renew the levy of ad- valorem operating millage of 1 mill annually to

1) attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs, 2) maintain and increase school safety measures and mental health services for students, 3) provide students and staff with devices, resources and support, and 4) maintain and increase educational opportunities, sharing with charter students as legally required.

_____ YES, for millage

_____ NO, against millage

ADOPTED by The School Board of Hernando County, Florida, at a Regular Meeting this 28th day of May 2024.

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

By: Scott D. Bland
Chairman

ATTEST:

[Signature]
Superintendent/Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Approved as to Form
Ayanna A. Hypolite
General Counsel, HCSB

School Board Attorney

RESOLUTION NO. R24-007

RESOLUTION OF THE SCHOOL BOARD OF HERNANDO COUNTY, DIRECTING THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY TO CALL AN ELECTION AT WHICH THE ELECTORS WITHIN THE COUNTY WILL BE ASKED FOR THE CONTINUATION OF THE ONE MILL AD VALOREM TAX MILLAGE FOR SCHOOL OPERATIONAL PURPOSES FOR FOUR ADDITIONAL YEARS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DIRECTION TO CALL AN ELECTION ASKING THE VOTERS TO CONTINUE THE ONE MILL AD VALOREM TAX FOR SCHOOL OPERATIONS: PROVIDING FOR APPROVAL OF THE REFERENDUM QUESTION AND BALLOT TITLE

WHEREAS, the School Board of Hernando County (the “Board”) is charged with operating the public schools within Hernando County, Florida; and,

WHEREAS, the Board has as its primary goal the continued improvement of the education provided to the students attending its public schools; and,

WHEREAS, the education funds available to the Board through the state funding formula and the Required Local Effort do not give the Board adequate resources to create the standard in education that its students require; and,

WHEREAS, Section 1011.73(2), Florida Statutes, authorizes the qualified electors of the Hernando School District to approve additional millage for operational purposes; and

WHEREAS, the Board is aware that voters in some Florida school districts have approved additional millage for school operations and have seen gains in student results; and,

WHEREAS, some Florida school districts have used the additional revenue generated by the increased millage to recruit and hire additional instructional personnel, including teachers, school support staff, and certified school mental health counselors, creating a challenging competition for Hernando County's limited pipeline of qualified personnel; and,

WHEREAS, the Board intends that revenues generated by the additional millage shall be used to attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs; and,

WHEREAS, the Board further intends to use additional millage funds to maintain and increase school safety measures, increase mental health services for students, provide students and staff with devices, resources and support, and to maintain and increase educational opportunities for students; and,

WHEREAS, a Citizens Volunteer Millage Committee shall be appointed and continue to review annual spending; and,

WHEREAS, charter schools are public schools and therefore shall receive a proportionate share from the additional funding source; and,

WHEREAS, millage rates for the Required Local Effort in Hernando County have steadily decreased over the past 10 years, reducing the impact on property owners and creating ample space for an increase without nearing the cap allowed by law; and,

WHEREAS, all of the funds collected from this 1 mill increase will stay in Hernando County, thus improving local economic conditions; and,

WHEREAS, the Board finds that it is in the best interest of students to give qualified electors the opportunity to approve additional millage for school operations.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Hernando County, Florida, in a public meeting duly called and assembled:

1. That pursuant to Section 1011.73(2), Florida Statutes, the Board of County Commissioners of Hernando County is hereby directed to call an election on November 5, 2024, for the qualified electors of Hernando County to vote on whether to continue the increase of ad valorem millage by one mill. Collections for the additional millage shall begin ~~March~~January 2025~~6~~, and shall terminate after four years from its enactment, as authorized by Section 1011.71(9), Florida Statutes, unless renewed by said voters.

2. The substance of the millage referendum question and the ballot title shall read:

HERNANDO SCHOOL DISTRICT

MILLAGE ELECTION FOR PUBLIC SCHOOL STUDENTS

Shall the School Board ~~of Hernando County~~ renew the levy of ad- valorem operating millage of 1 mill annually to 1) attract and retain high-quality teachers and staff with competitive salaries and provide additional staff to support student needs, 2) maintain and increase school safety measures and ~~increase~~ mental health services for students, 3) provide students and staff with devices, resources and support, and 4) maintain and increase educational opportunities, for all students, sharing with charter students as legally required. ~~and 5) appoint a Citizens Volunteer Millage Committee for the continued review of annual spending.~~

_____ YES, for millage

_____ NO, against millage

ADOPTED by The School Board of Hernando County, Florida, at a Regular Meeting this 28⁰~~th~~th day of ~~May~~~~February~~ 2024.

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Superintendent/Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney



Board of County Commissioners

Meeting: 06/11/2024
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 14099
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Appointment of Dakota Renee' Horton to Fine Arts Council Until December 31, 2028

BRIEF OVERVIEW

Two Vacancies exist on the Fine Arts Council due to resignations. The bylaws call for 15 active members.

A news release was issued accepting applications from individuals interested in serving on the Fine Arts Council. As a result of the news release, an application was received from Dakota Horton. The applicant has been verified as being a resident and registered voter in Hernando County.

FINANCIAL IMPACT

N/A

LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 265.32, Florida Statutes.

RECOMMENDATION

It is recommended that the Board review and appoint Dakota Horton to serve as a member on the Fine Arts Council, effective until December 31, 2028.

REVIEW PROCESS

Pamela Hare	Approved	05/30/2024	9:28 AM
Jon Jouben	Approved	05/31/2024	10:06 AM
Heidi Kurppe	Approved	05/31/2024	1:44 PM
Toni Brady	Approved	06/03/2024	9:01 AM
Jeffrey Rogers	Approved	06/03/2024	12:04 PM
Colleen Conko	Approved	06/03/2024	3:01 PM

RECEIVED

RECEIVED

APR 24 2024

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS BOARD/COMMITTEE APPLICATION

APR 24 2024

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY

COUNTY COMMISSIONERS

Please type or print clearly

Name of Board/Committee Arts Council

Check one:

Full Member Position

Alternate Member Position

Name Dakota Renee' Horton

(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 1248 Olmes Road

City Brooksville

Zip 34601

Telephone (615)240-1550

(home)

(business)

E-mail address dakotam@usf.edu

Are you a resident of Hernando County? Yes

Voter Registration Number 130910746

Education

Current Student at the University of South Florida (Bachelors in Fine Arts, Concentrating in Animation) - Expected Graduation May 2025

(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.) Medical Office Administrative Assistant Technology Degree - Tennessee College of Applied Technology, Murfreesboro, TN - April 2018

Employment History Resume Attached

(Attach a resume if available)

Creative Assistant/Lead Artist at The Creative Artnest (Oct. 2023 - Present)

Licenses or Certificates Held Certified in Microsoft Office 2016

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.

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?

Are you currently involved as a defendant in a criminal case? No

If yes, what charges?

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action.

RECEIVED

Please state your reasons for applying to this Board/Committee I am applying because I recently finished USPs required 90 Internship hours with the Arts Council, and wanted to continue to help their mission in promoting the arts in Hernando County.

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. Karra Whisman, (615)438-1041, 2866 Ashland City Rd., Clarksville TN 37043
2. Eva Pack, (615)414-5259, 1963 Gatlin Drive, Nashville TN 37210
3. Kathy Brackett, (727)858-2910, 14931 Todd Trail, Spring Hill FL 34610

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 *Dakota R. Horton*

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.



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: Dakota Renee' Horton
Date of Birth: August 29, 1996
Other Names Used: _____
(Legal Name) First M.I. Last
Dates Used (from/to): _____
Home Phone #: n/a
Cell Phone #: (615)240-1550
E-mail Address: dakotam@usf.edu
Are you 18 years of age or older? Yes No

GEOGRAPHIC INFORMATION

Current Address: 1248 Olmes Road
City, State, Zip : Brooksville, FL 34601
Time at this address: 1 Years 4 Month
Previous Address: 3632 Trophy Blvd.
City, State, Zip : New Port Richey, FL 34655
Time at this address Years 6 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.

Dakota R. Horton
Applicant's Signature

April 24, 2024
Date

DAKOTA HORTON

SKILLS

- Artistic Skills
- Mural Painting
- Window Painting
- Creative Problem Solving
- Collaboration and Communication
- Artistic Software Proficiency (e.g., Adobe Creative Cloud)
- Art History and Theory
- Attention to Detail
- Time Management

EXPERIENCE

Creative Assistant | The Creative Artnest

Oct. 2023 - Present

I have collaborated on the creation of four large-scale murals alongside my team, under the guidance of our supervisor, contributing to every stage of the process from conceptualization to execution. Additionally, I have led numerous window painting projects independently. In these roles, I have been responsible for painting, setting up, and making creative decisions to ensure the successful completion of each project.

Intern | Hernando County Fine Arts Council

Jan. 2024 - Present

I assisted with various projects and initiatives, such as Art in the Park, gaining hands-on experience in arts administration and community engagement. I have also collaborated with council members on event planning and outreach efforts, while also participating in meetings gaining insights into the operations are mission of the HCFAC.

EDUCATION

Bachelor of Fine Arts | Present | University of South Florida

I am currently enrolled at USF, earning a Bachelor in Fine Arts, with a concentration in Animation. My current GPA is 3.96, and I am active in the transfer student honor society. My expected graduation is May 2025.

OBJECTIVE

To utilize my passion for the arts and my creative background to support the mission and initiatives of the Hernando County Fine Arts Council, contributing innovative ideas, artistic creativity, and community engagement to foster cultural enrichment and advancement.



dakotam@usf.edu



(615)240-1550



www.linkedin.com/in/dakotas_artworks_n/dhorton01/



dakotahorton1.wixsite.com/portfolio

VOLUNTEER EXPERIENCE OR LEADERSHIP

Volunteer Coordinator | Art in the Park | March 9 & 10, 2024

I assisted with artist and volunteer registration during the event. I worked independently and alongside council members to ensure the smooth operation of the event and enhance the experience for attendees.



Board of County Commissioners

Meeting: 06/11/2024
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 13661
Legal Request Number:
Bid/Contract Number:

AGENDA ITEM

TITLE

Update Regarding Ongoing Board Directives

BRIEF OVERVIEW

County Administrator Jeff Rogers will review the attached list of BOCC ongoing directives for the Board's information.

FINANCIAL IMPACT

NA

LEGAL NOTE

NA

RECOMMENDATION

For informational purposes only; no action is required.

REVIEW PROCESS

Heidi Kurppe	Approved	06/04/2024	10:18 AM
Toni Brady	Approved	06/05/2024	8:41 AM
Jeffrey Rogers	Approved	06/05/2024	8:54 AM
Colleen Conko	Approved	06/05/2024	8:57 AM

ONGOING BOCC DIRECTIVES

PRIORITY	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
1	8/8/2023	Impact Fee Study for Extraordinary Circumstances	Peter Schwarz	7/30/2024	Public Workshops and Public Hearings to be scheduled to consider Extraordinary Circumstances and raising impact fees. Workshops completed. Public Hearings set for July 9 and July 30, 2024.
2	6/14/2022	South Brooksville Community Redevelopment Agency	Veda Ramirez	TBD	Finding of Necessity completed. Steering Committee for CRA established. First Meeting on June 6, 2024.
3	12/13/2022	Buffer Requirements	Peter Schwarz / Jennifer Motsinger	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. Hiring a Consultant to assist in updating language for BOCC review. Consultant working on policy updates.
4	12/13/2022	Ordinance on Required Plantings	Peter Schwarz / Jennifer Motsinger	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 working on policy updates.
5	6/22/2021	Tiny Homes / Accessorily Dwelling unit / Secondary buildings for larger lots	Peter Schwarz / Jennifer Motsinger	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 working on policy updates.
6	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.
7	8/23/2022	Homeless Resources and Projects	Veda Ramirez	Ongoing	Met with County staff and community partners. Housing Consolidation Plan in progress. Monthly meetings with community partners to address homeless needs ongoing. Cold weather, resources, training, and housing projects.
8	8/23/2022	Twin Lakes Historic Designation	Veda Ramirez	TBD	Research of the area is being completed for consideration by the BOCC for adding to the Comprehensive Plan. Signs have been added to the Twin Lakes Cemetery and directional signs along roadway identifying the location.

ONGOING BOCC DIRECTIVES

9	6/22/2021	Tangerine Estates	Veda Ramirez	TBD	Staff has met and are creating the vision plan on how to accomplish the project. Currently getting updated cost estimates for utilities, roadways and drainage. A plan will be presented to the BOCC for review, direction and approval and will be included in the housing plan for entitlement community.
10	12/13/2022	Subdivision Layouts	Peter Schwarz	9/1/2024	Staff to review the code, to determine sufficient and combination of lots sizes, garages, and parking within Subdivisions. Hiring a Consultant to assist in updating language for BOCC review. Pending task order to consultant.
11	12/13/2022	Architectural Design Requirements	Peter Schwarz	TBD	Staff to review the code, to determine architectural standards as it relates to commercial developments if necessary. Pending task order to consultant.
12	12/13/2022	Fence Permits	Peter Schwarz / Jennifer Motsinger	6/25/2024	Staff to review the code, to determine if Fence Permits are necessary and what information to provide to citizens to ensure they meet the code requirements for Fences once permits are no longer necessary. Code change in internal review, with increased education for citizens.
13	2/6/2024	Animal Services Audit	Toni Brady	TBD	Received schedule to start Audit in July. New staff vet to start July 2024.



Board of County Commissioners

AGENDA ITEM

Meeting: 06/11/2024
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 14035
Legal Request Number:
Bid/Contract Number: 24-C000736

TITLE

Award of Contract to Vortex Services, LLC, for Cell No. 4 Grouting Project at Northwest Solid Waste Facility (Contract No. 24-C000736/FH; Amount: \$1,067,000.00)

BRIEF OVERVIEW

The Procurement Department issued Invitation to Bid (ITB) No. 24-C000736/FH on February 28, 2024, at the request of the Hernando County Solid Waste Department to obtain bids for the Northwest Waste Management Solid Waste Facility Grouting Project.

The Procurement Department placed the legal advertisement in the Hernando Sun on March 15, 2024, and the OpenGov website on February 28, 2024. The bid was sent to Four hundred and twenty-one (421) matching vendors/contractors from the website. The bid document was downloaded by twenty-four (24) vendor/contractors and one (1) bid submission was received.

BIDS RECEIVED:

Vortex Services, LLC - \$1,067,000.00

Bids were reviewed and evaluated by the Procurement Department to determine if they were responsive and responsible. The bids were then reviewed and evaluated by the Hernando County Solid Waste 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 Vortex Services, LLC dated May 7, 2024, was posted to the OpenGov website as well as posted to the Hernando County Administration electronic public bulletin board.

A Notice of Protest was filed by Earth Tech(DE), LLC on May 9, 2024. Earth Tech(DE), LLC failed to file a formal written protest within 10 working days of the Notice of Protest.. Pursuant to Section 22(D) of the Hernando County Procurement Manual, EarthTech was required to file its formal written protest within ten (10) days of filing its Notice of Protest. Failure to timely file the formal written protest constitutes a waiver of protest proceedings. Because EarthTech failed to file its formal written protest by May 19, 2024, EarthTech's protest is considered waived as of May 20, 2024

The Chief Procurement Officer has reviewed this requirement for conformance to procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funds are available in **Fund: 4421** - Waste MGMT Bond Proceeds, **Department: 07701** - Bond Proceeds s2022, **Account: 5666572** - CIP-NW Cell #4.

LEGAL NOTE

In accordance with Part 2, 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 Contract No. 24-C000736/FH for the Northwest Waste Management Solid Waste Facility Grouting Project to Vortex Services, LLC in the amount of \$1,067,000.00.

It is further recommended the Board authorize the Chief Procurement Officer to approve change orders as they become necessary and required up to the allowable budget amount.

REVIEW PROCESS

Brooks Ahrens	Approved	05/29/2024	3:19 PM
Scott Harper	Approved	05/30/2024	7:29 AM
Gordon Onderdonk	Approved	05/30/2024	3:56 PM
Tameka Thompson	Approved	05/31/2024	8:51 AM
Carla Rossiter-Smith	Approved	06/03/2024	7:58 AM
Albert Bertram	Approved	06/03/2024	1:40 PM
Lisa Morgan	Delegated	06/03/2024	1:40 PM
Pamela Hare	Approved	06/04/2024	12:56 PM
Melissa Tartaglia	Approved	06/04/2024	1:20 PM
Heidi Kurppe	Approved	06/04/2024	2:27 PM
Toni Brady	Approved	06/05/2024	8:40 AM
Jeffrey Rogers	Approved	06/05/2024	8:55 AM
Colleen Conko	Approved	06/05/2024	8:58 AM

INVITATION TO BID

24-C000736/FH

NORTHWEST WASTE MANAGEMENT SOLID WASTE FACILITY
GROUTING PROJECT

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: February 28, 2024

DEADLINE FOR QUESTIONS: March 25, 2024

RESPONSE DEADLINE: April 15, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
INVITATION TO BID
24-C000736/FH

Northwest Waste Management Solid Waste Facility Grouting Project

I. Introduction.....

II. SOLICITATION - OFFER - AWARD.....

III. SOLICITATION

IV. OFFER

V. AWARD

VI. PROJECT BID SPECIFICATIONS.....

VII. SOLICITATION INSTRUCTIONS.....

VIII. GENERAL CONDITIONS.....

IX. SPECIAL CONDITIONS.....

X. ADDT'L SUP CONDITIONS PREVAIL WAGE REQS.....

XI. ADDT'L SUP CONDITIONS DBE GOOD FAITH

XII. SCOPE AND GENERAL CONDITIONS

XIII. Pricing Proposal

XIV. Vendor Questionnaire.....

Attachments:

A - Sinkhole Remediation Plan_2024

1. Introduction

1.1. Summary

INVITATION TO BID (ITB)

NOTICE IS HEREBY GIVEN THAT THE

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA,

IS ACCEPTING BIDS FOR:

ITB NO. SOLICITATION # 24-C000736/FH

FOR

Northwest Waste Management Solid Waste Facility Grouting Project

The Board of County Commissioners of Hernando County, Florida, ("the County"), is soliciting Vendors/Contractors that are active in Sinkhole Remediation and Grouting.

Offers for furnishing the above will be received and accepted up to 10:00 am, local time, Monday, April 15, 2024, via the Hernando County Procurement Department [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 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, plans, drawings, and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Procurement Department website at www.hernandocounty.us or submit a question via the Q&A Tab in the County's [eProcurement Portal](#).

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 Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this Solicitation.

1.2. Background

Hernando County was established in 1843 and named in honor of Spanish explorer Hernando de Soto. Now known as [Florida's Adventure Coast](#), our freshwater rivers and springs, state forests and preserves and Gulf waters provide opportunities for many [land](#) and [water adventures](#) for residents and tourists.

Our county is the geographic center of the state and is located on the central-west coast of Florida. Businesses are drawn to this location because of our affordability, accessibility, and; abundant space to relocate or expand. It's a place where community and commerce thrive. These are just some of the reasons [why Hernando](#) is a great place to start or grow a business.

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA
Elizabeth Narverud, Chairperson
Brian Hawkins, Vice Chairman
Jerry Campbell, Second Vice Chairman
John Allocco
Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY
PURCHASING AND CONTRACTS
via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith
Chief Procurement Officer

1.3. [Contact Information](#)

Fran Hallet
Purchasing Agent II
Email: fhallet@co.hernando.fl.us
Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:
Solid Waste and Recycling

Department Head:
Scott Harper
Solid Waste and Recycling Manager

1.4. [Timeline](#)

Release Project Date	February 28, 2024
Question Submission Deadline	March 25, 2024, 5:00pm

<p>Proposal Submission Deadline</p>	<p>April 15, 2024, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +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 <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
--	--

2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chairperson

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PURCHASING AND CONTRACTS

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 OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, April 15, 2024. 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 PRPCUREMENT DEPARTMENT CONFERENCE ROOM AT 10:00 am ON Monday, April 15, 2024. PURSUANT TO SECTION 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.

4. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED TWENTY (120) 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.

5. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Solid Waste

14450 Landfill Rd.

Brooksville, FL 34614

6. PROJECT BID SPECIFICATIONS

6.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

CONSTRUCTION CONTRACT ITB NO. SOLICITATION NO. 24-C000736/FH

FOR

Northwest Waste Management Solid Waste Facility Grouting Project

Hernando County Board of County Commissioners is soliciting vendors that are active in Sinkhole remediation at Proposed Cell 4 footprint.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, April 15, 2024, via Hernando County Procurement Department'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 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.

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 section 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.

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY

CARLA ROSSITER-SMITH

CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

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](#).

7. SOLICITATION INSTRUCTIONS

7.1. 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. **AGENCY:** the Federal or State agency named as such in the Agreement. This project is financed in whole or in part through n/a and the term Agency, as used herein, shall refer to n/a.
- C. **AGREEMENT:** The written instrument which is evidence of the Agreement between County and Vendor/Contractor covering the work.
- D. **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.
- E. **BID:** The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- F. **BID BOND/GUARANTEE:** The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.
- G. **BID DOCUMENTS:** The bidding requirements and the proposed Contract Documents, including all addenda.
- H. **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.
- I. **CHANGE ORDER:** A document recommended by Engineer which is signed by Vendor/Contractor and County 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.
- J. **CONSTRUCTION ADMINISTRATOR:** Scott Harper, 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, section 218.735, F.S.
- K. **CONTRACT:** The Agreement executed by the County 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.

- L. **CONTRACT PRICE:** The moneys payable by County to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.
- M. **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.
- N. **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.
- O. **CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
- P. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative. The County is the County of the project contemplated in this Solicitation.
- Q. **COUNTY DESIGNATED REPRESENTATIVE:** The County Designated Representative will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to the County 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. Scott Harper, shall act as the County Designated Representative for the work relative to this contract.
- R. **ENGINEER:** Under Contract to the County, the Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean HDR Engineering, Inc., for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.
- S. **FDEP:** Florida Department of Environmental Protection
- T. **FDOT:** Florida Department of Transportation.
- U. **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.
- V. **F.S.:** Florida Statutes, version in effect on effective date of this Contract, unless otherwise indicated.
- W. **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.
- X. **MUTCD:** Manual on Uniform Traffic Control Devices <https://mutcd.fhwa.dot.gov>
- Y. **NPDES:** National Pollutant Discharge Elimination System.

- Z. **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.
- AA. **NOTICE OF AWARD:** The written notice by County to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, County will sign and deliver the Agreement.
- BB. **NOI:** Notice of Intent to Award.
- CC. **NOTICE TO PROCEED:** A written notice given by County 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.
- DD. **OSHA:** Occupational Safety and Health Act.
- EE. **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.
- FF. **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: The County/Engineer's probable cost estimate for this project is \$Threshold D. 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
- GG. **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 HDR Engineering, Inc., and its designee for the plans and specifications referenced in these Contract Documents.

HH. **PROJECT MANAGER:** The duly authorized representative of the County during the construction period. The Project Manager of record for this Solicitation is: Scott Harper.

II. **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.

JJ. **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.

KK. **SITE:** Lands or areas indicated in the Contract Documents as being furnished by County upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by County which are designated for the use of Vendor/Contractor. The site or location for the work to be performed in this Contract will be 14450 Landfill Rd. Brooksville, FL 34614.

LL. **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.

MM. **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.

NN. **VENDOR/CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.

OO. **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.

7.2. 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.

7.3. [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 to 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.
 1. Bids will be rejected unless submitted electronically via the County's electronic bidding system 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 will not honor any explanation or change in the bid documents unless written addendum has been issued.
 4. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
 5. 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.
 6. No material, labor, or facilities will be furnished by the County unless specifically stated.
 7. 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.
 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 the County using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

7.4. 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 section 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.

7.5. 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 Procurement 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.

7.6. 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 County 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 County 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 County.
- 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.

7.7. 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 related to interpretation of the specifications or the bid process shall be addressed in writing via Hernando [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, March 25, 2024
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to submit any addenda may be found non-responsive and subject to rejection.

7.8. [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.

7.9. [WITHDRAWAL OF BIDS:](#)

Bids may be withdrawn prior to the Bid opening 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.

7.10. [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 Chapter 28-110, Florida Administrative Code, and applicable provisions in section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.

7.11. [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 addition to the requirements in Section entitled, "General Requirements and Technical Specifications."

- C. The Vendor/Contractor's Project Superintendent must have a minimum of three (3) years' experience as Project Superintendent and must have directed at least two (2) previous projects of similar size and complexity. These requirements are in addition to the requirements in Section entitled, "General Requirements and Technical Specifications."
- 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.**

7.12. 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 County 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 County Designated Representative will notify the Vendor/Contractor in writing if the County Designated Representative, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the County 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 County Designated Representative makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the County and County 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.

7.13. 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 County 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 County and Engineer by owners of such underground facilities, including County, 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.

7.14. 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 County 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, County may withdraw the Notice of Award and the Bid Bond of that Bidder will be forfeited. The Bid Bond of other Bidders whom County believes to have a reasonable chance of receiving the award may be retained by County 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 County 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.

7.15. 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.

8. GENERAL CONDITIONS

8.1. 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-Offer-Award

(Cover Page)

Advertisement of Bid

(Section 1)

Solicitation Instructions

(Section 7)

General Conditions

(Section 8)

Special Conditions

(Section 9)

Scope and Specifications

(Section 10)

General Requirements and Technical Specifications

(Section 11)

Exhibit A--General Requirements and Technical Specifications

Exhibit B--Plans/Drawings

- 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 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.

8.2. 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 the Solicitation-Offer-Award Cover Sheet, Bid Form and all Required Forms and Certifications. Failure to submit these forms may render the bid non-responsive.

8.3. HOURS

All work is to be performed during regular working hours, 8:00am - 4:30pm; Monday through Saturday, 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.

8.4. 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 contract or in litigation with Hernando County on a previously awarded contract.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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.

8.9. 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, F.S., 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.

8.10. 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.hernandocountygis-fl.us/BldgDept/General>.
- C. The following permits are necessary, but not limited to, for prosecution of the work. 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. 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 licenses are necessary, but not limited to, for prosecution of the work:
 - 1. Certified General Contractor License
- 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. County 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. County shall pay all charges of utility owners for connections for providing permanent service to the work.

8.11. LAWS, REGULATIONS, PERMITS AND TAXES:

- A. The Bidder's attention is directed to the fact that 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 County 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 County 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.

8.12. 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 County 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.

8.13. 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.

8.14. 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 Last Date of Inquiries 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. In all cases the Engineer of Record and Hernando County shall have the sole right as to whether a proposed equivalent is to be accepted. The Vendor/Contractor shall abide by the Engineer of

Record and Hernando County's decision when proposed equivalent items are judged to be unacceptable and shall in such instances furnish the item as specified. No equivalent items shall be used in the work without written acceptance by the Engineer of Record.

- 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.

8.15. BID EVALUATION AND AWARD:

- A. At the time of submitting a bid response, the County requires that the Bidder to 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-responsive. 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. County 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. County 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 make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder, proposed subcontractors, supplier, or individuals to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his 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.

8.16. 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 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 Purchasing and Contracts 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.

8.17. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, 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 section 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.

8.18. 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, without regard to 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.

8.19. 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 concerning the aforesaid records and documentation. Pursuant to section 119.0701, F.S., 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, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., 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, OR AT 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604.

Per section 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.

8.20. 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.

8.21. 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
 3. 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.
- C. 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 the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

8.22. 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.

8.23. 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.

8.24. 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 Chapter 440, F.S.: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Chapter 440, F.S., 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 agrees 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 regard 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 County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

8.25. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY: 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.

8.26. 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.

8.27. INSURANCE REQUIREMENTS (continued)

POLLUTION LIABILITY: Include exposures of pesticides/insecticides and herbicides.

1. Limits as follows:

- A. No less than \$1,000,000.00 Per Occurrence
- B. \$1,000,000.00 Aggregate
- C. \$5,000.00 Medical Payment

2. Additional Insured and Waiver of Subrogation required.

8.28. INSURANCE REQUIREMENTS (continued)

WARRANTY BOND: When application is made for final payment, the Vendor/Contractor shall furnish a Warranty (Maintenance) Bond payable to the order of Hernando County Board of County Commissioners per the Contract Documents and in the amount equal to the Bidder's grand total lump sum bid price including any selected alternates and/or additions or subtractions thereto.

8.29. CONE OF SILENCE

- A. 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, Request for Qualification, or Request for Proposal, 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 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 Purchasing and Contracts 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 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.
- B. All Vendors/Contractors 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 Bidder. For procurements that do not require Board approval, the cone of silence period commences upon Solicitation issuance and concludes upon Contract award.
- C. 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 evaluation team are to be lobbied, either individually or collectively, concerning this project. Vendors/Contractors or representatives 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.

8.30. COUNTY 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 "County Direct Purchases" (CDP) 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 CDP will be governed by the terms and conditions of these County Direct Purchase Conditions, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. County 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 CDP. 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 CDP 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 CDP. To compensate the Vendor/Contractor for the warranty enforcement obligation the Vendor/Contractor's overhead and profit associated with CDP 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 CDP.
- 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 CDP 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 CDP 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 CDP 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 CDP 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 CDP, 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 CDP it incorporates into the Work from the stock of CDP in its possession. The Vendor/Contractor shall account monthly to the County for any CDP 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, CDP 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 CDP 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 CDP equipment and materials and equipment and materials otherwise supplied by the Vendor/Contractor.

- L. Notwithstanding the transfer of CDP by the County to the Vendor/Contractor's possession, the County shall retain legal and equitable title to any and all CDP.
- M. The transfer of possession of CDP 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 CDP. CDP 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 CDP. Such insurance shall cover the full value of any CDP not yet incorporated into the Project during the period between the time the County first takes title to any of such CDP 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 CDP 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, CDP. 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 CDP 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 CDP, 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.

8.31. 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.

9. SPECIAL CONDITIONS

9.1. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete within thirty (30) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within forty-five (45) calendar days after the date indicated on the Notice to Proceed. The timeframe between substantial and final is thirty fifteen (15) 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.

9.2. 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.

9.3. 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 County.
- 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 County, 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 County, 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 County 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 County 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.

9.4. 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.

9.5. COUNTY'S RESPONSIBILITIES AFTER AWARD

- A. Communications to Vendor/Contractor: Except as otherwise provided in these Contract Documents, County shall issue all communications to Vendor/Contractor through designated County Designated Representative.
- B. Furnish Data: County shall promptly furnish the data required of County under the Contract Documents.
- C. Pay When Due: County shall make payments to Vendor/Contractor when they are due as provided in the Contract Documents.
- D. Lands and Easements; Reports and Tests: County's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents. County 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: County is obligated to execute change orders as indicated in the Contract Documents.
- F. Inspections, Tests, and Approvals: County's responsibility in respect to certain inspections, tests, and approvals is set forth in the Contract Documents.
- G. Limitations on Owner's Responsibilities: The County 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. County will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.
- H. Undisclosed Hazardous Environmental Condition: County's responsibility in respect to an undisclosed hazardous environmental condition is set forth in the Contract Documents.
- I. Evidence of Financial Arrangements: If and to the extent County has agreed to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy County's obligations under the Contract Documents, County's responsibility in respect thereof will be as set forth in the Contract Documents.

9.6. COUNTY DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

- A. County Designated Representative: The duties and responsibilities and the limitations of authority of the County Designated Representative during construction are set forth in the Contract Documents and will not be changed without written consent of County.
- B. Visits to Site:
1. County Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the County 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 County Designated Representative will determine, in general, if the work is proceeding in accordance with the Contract Documents. The County Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. County Designated Representative's efforts will be directed toward providing for County a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, County Designated Representative will keep County informed of the progress of the work and will endeavor to guard County against defective work.
 2. County Designated Representative's visits and observations are subject to all the limitations on County Designated Representative's authority and responsibility set forth in paragraph titled "LIMITATIONS ON COUNTY DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES". Particularly, but without limitation, during or as a result of County Designated Representative's visits or observations of Vendor/Contractor's work County 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 County and County Designated Representative agree, County Designated Representative will furnish a Resident Project Representative to assist County 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 COUNTY DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES", and limitations on the responsibilities thereof are provided below. If County designates another representative or agent to represent County 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: County 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 County and also on Vendor/Contractor, who shall perform the work involved promptly. If County 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: County Designated Representative will have authority to reject work which County Designated Representative believes to be defective, or that County 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. County 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: County Designated Representative will determine the actual quantities and classifications of unit price work performed by Vendor/Contractor. County Designated Representative will review with Vendor/Contractor the County Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). County Designated Representative's written decision thereon will be final and binding (except as modified by County Designated Representative to reflect changed factual conditions or more accurate data) upon County 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. County 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 County 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 County Designated Representative in writing within thirty (30) days of the event giving rise to the question.

2. County Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain County's approval to issue decision. If County 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. County Designated Representative's written decision on the issue referred will be final and binding on County and Vendor/Contractor, subject to the provisions in paragraph titled "LIMITATIONS ON COUNTY 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", County Designated Representative will not show partiality to County 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 County Designated Representative's Authority and Responsibilities:

1. Neither County Designated Representative's authority or responsibility under this paragraph or under any other provision of the Contract Documents nor any decision made by County 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 County Designated Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by County 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. County 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. County Designated Representative will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.
3. County 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. County 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.

9.7. 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 County. If required by the County, 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 County 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 County 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 County 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 County 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 County, unless the County 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 County or County 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 County or County 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 County 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 County and County 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 County, Vendor/Contractor, and County 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 County.

9.8. 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 County or County 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 County in the Contract Documents.
2. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless County and County 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 County.
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 County 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 County 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.

9.9. 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 County 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 County Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable County 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 County 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 County 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 County 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 County 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 County 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 County Designated Representative may require enabling County 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 County 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 County 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 County Designated Representative, as specified.
 - iv. The Vendor/Contractor shall submit additional samples as required by the County Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.
 - v. Laboratory tests and examinations that the County 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 County approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the County 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 County 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 County 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 therefor.
 - iv. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the County 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 County 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 County 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 County Designated Representative to correct or finish will not be acceptable. Shop drawings which, in the opinion of the County 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 County 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 County Designated Representative for review and approval of each such variation.
 - d. The Vendor/Contractor shall submit to the County 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 County Designated Representative not less than twenty (20) regular working days for examining the drawings.
4. County Designated Representative's Review:
- a. County Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to County Designated Representative. County 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. County 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 County Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. County Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.
 - c. County 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 County Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. County 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 County 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 County Designated Representative on previous submittals. Costs incurred by County Designated Representative, and/or County, 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 County 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 County 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 County Designated Representative.

9.10. CONTRACTOR'S RESPONSIBILITIES (continued)

- A. Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with County. 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 County 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 County and County 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 County, County 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 County. 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 County that all work will be in accordance with the Contract Documents and will not be defective. County 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 County Designated Representative;
 - b. Recommendation by County Designated Representative or payment by Owner of any progress or final payment;
 - c. The issuance of a certificate of Substantial Completion by County Designated Representative or any payment related thereto by County;
 - d. Use or occupancy of the work or any part thereof by County;
 - e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by County Designated Representative;
 - f. Any inspection, test, or approval by others; or
 - g. Any correction of defective work by County.
 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 County 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 County 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 County 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, County and County 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 County Designated Representative.
 3. County and County 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 County and County Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.
 4. County 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. County 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.

9.11. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:

A. Availability of Lands:

1. County shall furnish the site. County 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. County will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and County 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 County'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, County 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 County'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 County 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 County 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 County and County 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. County Designated Representative's Review: After receipt of written notice, County Designated Representative will promptly review the pertinent condition, determine the necessity of County's obtaining additional exploration or tests with respect thereto, and advise County in writing (with a copy to Vendor/Contractor) of County 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 County 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 County 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, County and County 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 County or Engineer by the owners of such underground facilities, including County, or by others. Unless it is otherwise expressly provided in the Bid documents:
 - i. County 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 County, 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 County 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 County 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, County 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 County Designated Representative and the County 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.

9.12. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS: (continued)

A. Reference Points:

1. County shall provide engineering surveys to establish reference points for construction which in County 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 County. Vendor/Contractor shall report to County 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 County 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 County 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 County 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 County and County Designated Representative (and promptly thereafter confirm such notice in writing). County shall promptly consult with County Designated Representative concerning the necessity for County 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 County 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 County 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 County may order the portion of the work that is in the area affected by such condition to be deleted from the work. If County 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 County'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.

9.13. 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, County 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.

9.14. INITIAL ACCEPTANCE OF SCHEDULES:

At least ten (10) days before submission of the first application for payment, a conference attended by Vendor/Contractor, County Designated Representative, and others as appropriate will be held to review for acceptability to County 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 County Designated Representative.

- A. The Progress Schedule will be acceptable to County Designated Representative if it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on County 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 therefor.
- B. Vendor/Contractor's Schedule of Submittals will be acceptable to County 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 County Designated Representative as to form and substance if it provides a reasonable allocation of the contract price to component parts of the work.

9.15. CHANGES IN THE WORK; CLAIMS:

- A. Authorized Changes in the Work:
 - 1. Without invalidating the Contract and without notice to any surety, County 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. If County 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. County and Vendor/Contractor shall execute appropriate change orders recommended by County Designated Representative covering:
 - a. Changes in the work which are: (i) ordered by County 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 County's correction of defective work pursuant to Paragraph titled "COUNTY 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 County 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 County 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 County 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 County or Vendor/Contractor of any rights or

remedies either may otherwise have under Paragraph titled "COUNTY 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".

9.16. 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 County, 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 County 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 County.
 - 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 County deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to County, 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 County, Vendor/Contractor shall obtain competitive bids from subcontractors acceptable to County and Vendor/Contractor and shall deliver such bids to County, who will then determine, with the advice of County 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 County with the advice of the County 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 County. 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, expeditors, 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 County 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 County 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 County 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.

9.17. 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 County 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 sub-contractor;
 - 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 County 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 County, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the County 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 County. 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.

9.18. 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 IN THE 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 County, 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 County, Engineer, or other Vendor/Contractors or utility owners performing other work for County, or anyone for whom County 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 County, or other causes not the fault of and beyond control of County 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 County, 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 County, 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. County, 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.

9.19. TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:

- A. Notice of Defects: Prompt notice of all defective work of which County 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: County, Engineer, their consultants and other representatives and personnel of County, 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. County 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 County 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 County's and County 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 County and County 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 County Designated Representative, it must, if requested by County 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 County 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, County 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 County.

D. Uncovering Work:

1. If any work is covered contrary to the written request of County Designated Representative, it must, if requested by County Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.
2. If County Designated Representative considers it necessary or advisable that covered work be observed by County Designated Representative or inspected or tested by others, Vendor/Contractor, at County Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as County 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 County shall be entitled to an appropriate decrease in the contract price. if the parties are unable to agree as to the

amount thereof, County 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. County 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, County 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 County to stop the work shall not give rise to any duty on the part of County 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 County 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 County'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 County or permitted by laws and regulations as contemplated in the Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to County and in accordance with County'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 County, 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 County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, County 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 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, County (and, prior to County Designated Representative's recommendation of final payment, County Designated Representative) prefers to accept it, County 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 County's evaluation of and determination to accept such defective work (such costs to be approved by County 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 County 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 County 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, County 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 County.

I. County May Correct Defective Work:

1. If Vendor/Contractor fails within a reasonable time after written notice from County Designated Representative to correct defective work or to remove and replace rejected work as required by County 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, County 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, County shall proceed expeditiously. In connection with such corrective or remedial action, County 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 County has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow County, County's representatives, agents and employees, County's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable County 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 County 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 County 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, County 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 County of County's rights and remedies under Paragraph I.

9.20. 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 County 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 County 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 County has received the materials and equipment all of which must be satisfactory to County.
 - 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 section 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, section 218.735, F.S.
 2. Review of Applications:
 - a. County 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 County or return the application to Vendor/Contractor indicating in writing County 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. County Designated Representative's recommendation of any payment requested in an application for payment will constitute a representation by County Designated Representative to County, based on County Designated Representative's observations on the site of the executed work as an experienced and qualified design professional and on County Designated Representative's review of the application for payment and the accompanying data and schedules, that to the best of County 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 County Designated Representative's responsibility to observe the work.
- c. By recommending any such payment County 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 County 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 County or entitle County to withhold payment to Vendor/Contractor.
- d. Neither County Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor County Designated Representative's recommendation of any payment, including final payment, will impose responsibility on County 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 County free and clear of any liens.
- e. County Designated Representative may refuse to recommend the whole or any part of any payment if, in County Designated Representative's opinion, it would be incorrect to make the representations to County stated in Paragraph 2.b., above. County 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 County Designated Representative's opinion to protect County 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. County has been required to correct defective work or complete work in accordance with above Paragraph titled "County May Correct Defective Work" in Section titled: "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK"; or
 - iv. County Designated Representative has actual knowledge of the occurrence of any of the events enumerated in below Paragraph titled "County 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 County Designated Representative's recommendations will be presented to the County for consideration. If the County 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 County, 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. County may refuse to make payment of the full amount recommended by County Designated Representative because:
 - i. Claims have been made against County 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 County 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 County to a set off against the amount recommended; or
 - v. County 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 "County May Terminate for Cause" in Section titled: "TERMINATION AND SUSPENSION OF WORK."
- b. If County refuses to make payment of the full amount recommended by County Designated Representative, County 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. County shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by County and Vendor/Contractor, when Vendor/Contractor corrects to County's satisfaction the reasons for such action.
- c. If it is subsequently determined that County'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 County 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, Part VII, section 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 County 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, County may use or occupy any substantially completed part of the work which has specifically been identified in the Contract Documents, or which County, County Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by County for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.
 - a. County at any time may request Vendor/Contractor in writing to permit County to use or occupy any such part of the work which County 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 County and County Designated Representative that such part of the work is substantially complete and request County Designated Representative to issue a certificate of substantial completion for that part of the work.
 - b. Vendor/Contractor at any time may notify County and County 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 County Designated Representative to issue a certificate of substantial completion for that part of the work.

- c. Within a reasonable time after either such request, County, Vendor/Contractor, and County Designated Representative shall make an inspection of that part of the work to determine its status of completion. If County Designated Representative does not consider that part of the work to be substantially complete, County Designated Representative will notify County and Vendor/Contractor in writing giving the reasons therefor. If County 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 County and County 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 County issue a certificate of substantial completion.
 - 2. Promptly after Vendor/Contractor's notification, County, Agency, Vendor/Contractor, and County Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If County Designated Representative does not consider the work substantially complete, County Designated Representative will notify Vendor/Contractor in writing giving the reasons therefor.
 - 3. If the County Designated Representative considers the work substantially complete, County Designated Representative will deliver to County 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. County shall have seven (7) days after receipt of the tentative certificate during which to make written objection to County Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, County Designated Representative concludes that the work is not substantially complete, County Designated Representative will within fourteen (14) days after submission of the tentative certificate to County notify Vendor/Contractor in writing, stating the reasons therefor. If, after consideration of County's objections, County Designated Representative considers the work substantially complete, County Designated Representative will within said fourteen (14) days execute and deliver to County 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 County Designated Representative believes justified after consideration of any objections from County.

4. At the time of delivery of the tentative certificate of Substantial Completion, County Designated Representative will deliver to County and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between County and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless County and Vendor/Contractor agree otherwise in writing and so inform County Designated Representative in writing prior to County Designated Representative's issuing the definitive certificate of substantial completion, County Designated Representative's aforesaid recommendation will be binding on County and Vendor/Contractor until final payment.
 5. County 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, County Designated Representative will promptly make a final inspection with County, 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.

9.21. PAYMENTS TO CONTRACTOR AND COMPLETION (continued)

- A. Final Payment:
1. Application for Payment:
 - a. After Vendor/Contractor has, in the opinion of County 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 County that Vendor/Contractor believes are unsettled; and
 - iv. Complete and legally effective releases or waivers (satisfactory to County) 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 County, 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 County or County'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 County to indemnify County against any lien.
2. County Designated Representative's Review of Application and Acceptance:
- a. If, on the basis of County Designated Representative's observation of the work during construction and final inspection, and County Designated Representative's review of the final application for payment and accompanying documentation as required by the Contract Documents, County Designated Representative is satisfied that the work has been completed and Vendor/Contractor's other obligations under the Contract Documents have been fulfilled, County Designated Representative will, within ten (10) days after receipt of the final application for payment, indicate in writing County Designated Representative's recommendation of payment and present the application for payment to County for payment. At the same time County Designated Representative will also give written notice to County and Vendor/Contractor that the work is acceptable to the provisions as described in above Paragraph A titled "Final Payment" (in this section). Otherwise, County 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 County 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, section 218.735, F.S., pay the Vendor/Contractor the amount 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.

- 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 County 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 County 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 County 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 County 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 County 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 County other than those previously made in accordance with the requirements herein and expressly acknowledged by County 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/County Designated Representative's inspection.
- ii. At this time the representatives of the Vendor/Contractor, Engineer/County Designated Representative's and County shall make a pre-final/substantial completion inspection with reasonable promptness. If the work is complete or defective, Engineer/County 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/County Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Contract, Engineer, and County 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/County 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/County 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/County 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.

9.22. 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 County 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) County 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 County and Engineer, and provided County or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from County.
 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 County 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 County 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. County May Suspend Work: County 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. County 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, County 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 "County May Correct Defective Work", County shall proceed expeditiously. In connection with such corrective or remedial action, County 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 County has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow

County, County's representatives, agents and employees, County's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable County to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "County May Correct Defective Work".

- b. Complete the work as County may deem expedient.
3. If County 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 County 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 County. Such claims, costs, losses, and damages incurred by County 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 County 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 County, the termination will not affect any rights or remedies of County 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 County 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 County. 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 County Designated Representative.

2. If the County is permanently prohibited or enjoined from proceeding with the work herein contemplated, the County 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.

9.23. DISPUTE RESOLUTION

- A. County and Vendor/Contractor may mutually request mediation of any claim submitted to the County 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. County 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 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, County 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.

9.24. 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 County 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 County 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 regard to any position for which the employee or applicant for employment is qualified.

9.25. OTHER WORK AT THE SITE

OTHER WORK AT THE SITE:

A. Related Work at Site:

1. County may perform other work related to the project at the site with County'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 County 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 IN THE 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 County, if County is performing other work with County'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 County 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 County 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 County 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 County 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, County shall have sole authority and responsibility for such coordination.

9.26. 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, F.S., 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 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

9.27. TRENCH SAFETY ACT

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under sections 553.60 through 553.64, F.S., 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.

9.28. SCRUTINIZED COMPANIES Pursuant to Sections 287.135 And 215.473, F.S.

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, F.S., as amended from time to time.

10. ADDT'L SUP CONDITIONS PREVAIL WAGE REQ

10.1. ADDITIONAL SUPPLEMENTARY CONDITIONS PREVAILING WAGE REQUIREMENTS

ADDITIONAL SUPPLEMENTARY CONDITIONS

PREVAILING WAGE REQUIREMENTS

FOR THE

HERNANDO COUNTY NO VALUE

Northwest Waste Management Solid Waste Facility Grouting Project

SOLICITATION/CONTRACT NO. 24-C000736/FH

10.2. Department of Labor Wage Determination

Department of Labor Wage Determination

See Attached Wage Decision (WD), FL20220168 for Highway Construction Projects, Hernando County, Florida.

For contracts which are the result of sealed Bidding procedures, revisions to the WD which are published in the WDOL SCA Database ten (10) or more days prior to Bid Opening shall be effective. Any revised WD which is published in the WDOL SCA Database less than ten (10) days prior to Bid Opening shall not be effective if the contracting office determines that there is not a reasonable time still available to notify bidders of the revision.

Visit the Wage Determinations Online Web Page for additional information relating to the Davis Bacon Act and Wage Determinations: <http://www.wdol.gov>

Wage decision (s) must be monitored during construction Bidding phase and any updates subject to 10-day rule must be issued by addendum.

11. ADDT'L SUP CONDITIONS DBE GOOD FAITH

11.1. ADDITIONAL SUPPLEMENTARY CONDITIONS DISADVANTAGED BUSINESS ENTERPRISE

ADDITIONAL SUPPLEMENTARY CONDITIONS

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION ON GOOD FAITH EFFORTS IN PROCUREMENT

FOR THE

HERNANDO COUNTY SOLID WASTE DEPARTMENT

Northwest Waste Management Solid Waste Facility Grouting Project

SOLICITATION/CONTRACT NO.24-C000736/FH

11.2. DBE

OVERALL FDOT DBE GOALS:

FDOT is required to set overall DBE goals every three (3) years. The overall FDOT DBE goal for **Federal Fiscal Years (FFY)2018-2020 is 10.65%**. FDOT aspires to spend **10.65%** of FHWA funds on projects with Certified DBEs as prime contractors/sub-contractors and prime consultants/sub-consultants. ***The goal is not a contractual requirement and neither FDOT nor local agencies in the LAP program may take sanctions or other punitive actions for failure of contractor(s) to meet the 10.65% goal.*** However, FDOT strongly encourages vendor/contractors to seek out, solicit bids/quotes and use DBEs wherever possible, and it expects local agencies in LAP do likewise.

BID OPPORTUNITY DATA COLLECTION:

In order to ensure that the DBE program is narrowly tailored in compliance with **49 CFR 26.45** and applicable Supreme Court decision(s), FDOT must maintain a statewide database of all firms that are participating or attempting to participate in FHWA-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote sub-contracts on FHWA-assisted projects, including both DBEs and non-DBEs. The ***Bid Opportunity List*** is used to record bidders' information for all sub-contractors or sub-consultants who submitted bids to primes. **All vendor/contractors must enter their bid opportunity information in the Equal Opportunity Compliance (EOC) System within three (3) business days of submission of the bid or proposal for all sub-contractors or sub-consultants who quoted bids for FHWA-assisted projects.** The link to the EOC system is located in ***Chapter 1 Section 1.4, Directory of Compliance Websites & Addresses***. For further information reference the DBE bid package information and Form 275-030-11. **Failure of bidders to enter Bid Opportunity List information is a violation of 49 C.F.R. 26.11 and grounds for compliance actions up to and including withholding of progress payments.**

ANTICIPATED DBE PARTICIPATION OR COMMITMENTS:

The prime vendor/contractor is required to enter anticipated DBE utilization data in the EOC System at or before the pre-construction conference. The anticipated DBE participation is also known as “commitments” and would also be reflected on the Certificate of Sublet work submitted by the prime vendor/contractor. The data includes:

1. DBE company name,
2. specialty code/North American Industry Classification System (NAICS) code identifying work to be performed, and
3. the total contract amount.

In addition, prime vendor/contractors are required to promptly update the EOC System whenever DBEs are added or removed from the Certificate of Sublet Work, or when utilization changes. Even when DBEs are not used on a project, the prime vendor/contractor is still responsible for reporting zero DBE utilization in the EOC System. Prime vendor/contractors who are certified DBEs must report the portion of the contract which will be performed directly by them with their own workforces. Other DBE sub-contractors that the DBE prime vendor/contractor anticipates using must also be reported.

PAYMENTS TO DBEs:

The prime vendor/contractor reports data on actual payments, minority status, and the type of work of all sub-contractors and major suppliers **monthly** in the EOC System. Included in the reporting are monies paid from each monthly pay application to each DBE for the work performed in their certified area(s). If no payment is made to a DBE, the Prime must report a zero-dollar payment. The Prime must continue monthly reporting in the EOC System until such time that the DBE has been ‘finalized or closed out’ of the project.

PROMPT PAYMENT:

Monthly actual payment reporting requirements for prime vendor/contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and nonconstruction services. Generally, invoices for construction contracts must be paid within twenty-five (25) days of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in **49 CFR 26.29** that requires payment of all sub-contractors for satisfactory performance within thirty (30) days of payment to the prime.

To access the FDOT – EOC system for access and training:

<http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>

12. SCOPE AND GENERAL CONDITIONS

12.1. SCOPE OF WORK

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Northwest Waste Management Solid Waste Facility Grouting Project, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.

12.2. PROJECT DESCRIPTION:

- A. This project consists of Sinkhole remediation at Proposed Cell 4 footprint.
- 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.

12.3. LOCATION OF THE WORK:

The work to be performed in this contract will be performed on 14450 Landfill Rd. Brooksville, FL 34614, in Hernando County, Florida.

12.4. REFERENCE DOCUMENTS

Attachments Located in Section 14.

13. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	each		
2	Injection Pipe Installation	6,000	lineal feet		
3	Low Flow Compaction Grout	3,000	cubic yards		
4	Testing Compressive Strength	1	lump sum		
5	Demobilization	1	lump sum		
TOTAL					

14. Vendor Questionnaire

14.1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) 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.*

Please confirm

*Response required

14.2. Authorized person *

Are you fully authorized to bind this company, or corporation.

Yes

No

*Response required

14.3. Authorized Person's information *

Please provide your

Name

Title

Business Address

*Response required

14.4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. *

Please confirm

*Response required

14.5. Upload Florida Permit

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

14.6. Bidder Acknowledgement*

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.

Please confirm

*Response required

14.7. BID FORM CONFIRMATION *

The Board of County Commissioners

Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Please confirm

*Response required

14.8. Company Information *

Please Provide the following:

Company Name

Contact Person, and Title

Mailing Address

Telephone number

Email Address

Fax number

*Response required

14.9. Bid Bond Confirmation *

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

Please confirm

*Response required

14.10. Bidder confirmation (proposal one) *

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done,

or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Please confirm

*Response required

14.11. Full names and addresses (proposal two) *

Please provide the full names and residences of all persons and parties interested in the foregoing bid are as follows:

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

PLEASE TYPE NAMES AND ADDRESSES AS REQUESTED.

*Response required

14.12. BID GUARANTEE

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.

Please confirm

14.13. Please provide construction experience*

Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

*Response required

14.14. Experience detail*

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.

*Response required

14.15. Drug Free Workplace Certification *

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify 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

*Response required

14.16. 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

14.17. Sworn Statement

14.17.1. Sworn Statement 287.133 (3) (a)*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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/Contractor list

*Response required

14.17.2. *If you choose option 3, please attach a copy of the final order*

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

14.18. Authorized Signatures/Negotiators

*14.18.1. 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

*14.18.2. Type of Organization **

Please select your organization type:

- Sole Proprietorship
- Partnership
- Joint Venture
- Corporation

*Response required

*14.18.3. Company ID**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

*Response required

*14.18.4. W9 Form **

Please upload your company's W9 information

*Response required

14.18.5. ACH electronic payment*

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

- Yes, ACH electronic payment method is acceptable.
- No, ACH electronic payment method is not acceptable.

*Response required

14.19. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

14.19.1. 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?

- Yes
- No

*Response required

14.19.2. Proof of Real Property Tax*

Please upload your proof of Real Property Tax

*Response required

14.19.3. Copy of Florida Division of Corporations Annual Report*

Please upload a copy of your Florida Division of Corporations Annual Report

*Response required

14.20. E-VERIFY CERTIFICATION

14.20.1. E-Verify Certification *

Vendor/Contractor acknowledges and agrees to the following:

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

14.21. CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL REQUIREMENTS

*14.21.1. References **

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

*Response required

14.21.2. *Key Subcontractors**

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

- (1) Earthwork construction
- (2) Earthen dike construction
- (3) Soil bentonite backfill cut-off wall installation
- (4) Wet excavation/dredging work
- (5) Concrete form work
- (6) Equipment installation
- (7) Electrical and instrumentation installation
- (8) Control system integration
- (9) Wetland planting and establishment

If no subcontractors will be employed please state "NONE"

*Response required

14.21.3. *Vendor/Contractor's License**

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

*Response required

14.21.4. *ORGANIZATION CHART:**

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

*Response required

14.21.5. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:*

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size and scope to the Northwest Waste Management Solid Waste Facility Grouting Project, within the past seven (7) years.

*Response required

14.21.6. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:*

Bidder must demonstrate Bidder's/Key subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.
- B. Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.
- C. Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).
- D. Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.

*Response required

14.22. VENDOR/CONTRACTOR'S LICENSE

14.22.1. VENDOR/CONTRACTOR'S LICENSE*

Please upload all contractors and subcontractors license(s) required for this project.

*Response required

14.22.2. Trench Safety Act Compliance *

Please download the below documents, complete, and upload.

- [Trench Safety Act Complian...](#)

*Response required

14.22.3. Corporate Affidavit *

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

*Response required

14.22.4. *Bid Bond Form **

Please download the below documents, complete, and upload.

- [Bid Bond Form.pdf](#)

*Response required

14.22.5. *VENDOR 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 bind 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.

I have read and attest that I confirm the above is acknowledged.

Please confirm

*Response required

14.23. *HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT*

14.23.1. *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

14.23.2. *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

14.23.3. Relatives and Former Hernando County Employees - Roles and Signatures

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

14.24. Vendor Survey

*14.24.1. Vendor Survey **

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

Select all that apply

- County's eProcurement Portal (Open Gov Procurement)
- Newspaper
- Procurement Department Advertisement Board
- Other (Please list in the following question)

*Response required

14.24.2. Vendor Survey - Other

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

*14.24.3. Sample Construction Agreement **

Sample Construction Agreement for your review, including attachments that will be required after award.

- [Construction Agreement.pdf](#)

*Response required

*14.24.4. Anticipates Services outside the United States or Florida**

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

- Yes
- No

*Response required

14.24.5. Solicitation-Offer-Award

Please download the below document, complete Offer section, and upload.

- [Solicitation-Offer-Award.pdf](#)



[VORTEX SERVICES LLC] RESPONSE DOCUMENT REPORT

ITB No. 24-C000736/FH

Northwest Waste Management Solid Waste Facility Grouting Project

RESPONSE DEADLINE: April 15, 2024 at 10:00 am

Report Generated: Monday, April 15, 2024

Vortex Services LLC Response

CONTACT INFORMATION

Company:

Vortex Services LLC

Email:

trobertson@vortexcompanies.com

Contact:

Thomas Robertson

Address:

18150 Imperial Valley Dr
Houston, TX 77060

Phone:

N/A

Website:

www.vortexcompanies.com

Submission Date:

Apr 12, 2024 5:12 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 15, 2024 7:31 AM by Thomas Robertson

QUESTIONNAIRE

1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) 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.*

Pass

Confirmed

2. Authorized person *

Pass

Are you fully authorized to bind this company, or corporation.

Yes

3. Authorized Person's information *

Pass

Please provide your

Name

Title

Business Address

Shawn Ready, RVP, 5910 Hartford St, Tampa, FL 33619

4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. *

Pass

Confirmed

5. Upload Florida Permit

Pass

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

SunBiz_Doc.pdf

6. Bidder Acknowledgement*

Pass

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.

Confirmed

7. BID FORM CONFIRMATION *

Pass

The Board of County Commissioners

Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

8. Company Information *

Pass

Please Provide the following:

Company Name

Contact Person, and Title

Mailing Address

Telephone number

Email Address

Fax number

Vortex Companies, LLC, Shawn Ready - RVP, 5910 Hartford St, Tampa, FL 33619, 207.931.8802,
shawn.ready@vortexcompanies.com

9. Bid Bond Confirmation *

Pass

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

Confirmed

10. Bidder confirmation (proposal one) *

Pass

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Confirmed

11. Full names and addresses (proposal two) *

Pass

Please provide the full names and residences of all persons and parties interested in the foregoing bid are as follows:

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

PLEASE TYPE NAMES AND ADDRESSES AS REQUESTED.

Shawn Ready, RVP, 5910 Hartford St, Tampa, FL 33619

12. BID GUARANTEE

Pass

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.

Confirmed

13. Please provide construction experience*

Pass

Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

Vortex Services, LLC. Previous Experience

Project Name	Owner Information	Contract Date	Status
Old Town Madison Heights CIPP	Amherst County Service Authority - 100 Phelps Drive Madison Heights, VA 24572	7/2019-8/2019	Complete
Stonehaven WWCS Rehabilitation	Anderson County - 101 South Main Street Anderson, SC 29624 - Derrick Singleton - (864) 260-4023 - dbsingleton@andersoncountysc.org	6/2021-2/2022	Complete
Thomas Drive Storm Sewer Lower Grand Lagoon	Bay County - 840 W. 11th Street Panama City, FL 32401 - (850) 248-8140	3/2020-3/2020	Complete
FY 16/17 and FY 17/18 CIPP Lining Project	Berea Sanitary Sewer District - 7401 White Horse Rd. Greenville, SC 29611 - Keith DeWease - (864) 303-6484 - kdewease@bereasewer.com	4/2017-10/2017	Complete
FY 16 Sanitary Sewer Manhole Rehabilitation	Berea Sanitary Sewer District - 7401 White Horse Rd. Greenville, SC 29611 - Keith DeWease - (864) 303-6484 - kdewease@bereasewer.com	7/2017-12/2017	Complete

FY 13 Sanitary Sewer Manhole Rehabilitation	Berea Sanitary Sewer District - 7401 White Horse Rd. Greenville, SC 29611 - Keith DeWease - (864) 303-6484 - kdewease@bereasewer.com	5/2013-5/2013	Complete
FY19/20 Manhole Rehabilitation Project	Berea Sanitary Sewer District - 7401 White Horse Rd. Greenville, SC 29611 - Keith DeWease - (864) 303-6484 - kdewease@bereasewer.com	4/2020-6/2020	Complete
B2B Berea Line	Berea Sanitary Sewer District - 7401 White Horse Rd. Greenville, SC 29611 - Keith DeWease - (864) 303-6484 - kdewease@bereasewer.com	11/2018-9/2019	Complete
Wedgewood CIPP Project	Berkeley County - 223 N. Live Oak Drive Moncks Corner, SC 29461 - Mark Dirks - (843) 419-4134 - mark.dirks@berkeleycountysc.gov	2/2020-2/2020	Complete
Railroad Stormwater Lining & Repair	City of Aiken - 135 Laurens Street SW Aiken, SC 29801 - John Poole - (803) 642-7610 - jpoole@cityofaikensc.gov	11/2019-3/2020	Complete
Pebble Creek Stream Stabilization	City of Asheville - 200 Bingham Road Asheville, NC 28806 - Lee Morrison - (828) 777-4833 - lmorrison@ashevillenc.gov	5/2021-6/2021	Complete
Belmont 2015 Sanitary Sewer Manhole Rehab	City of Belmont - 115 North Main Street Belmont, NC 28012 - Danny Whisnant - Water & Sewer Maintenance Supervisor - (704) 901-2073 - dwhisnant@cityofbelmont.org	4/2017-8/2017	Complete
Thrasher Road Drainage Improvements	City of Buford - 2300 Buford Highway Buford, NC 30518 - Clyde Black - (770) 945-6761 - cblack@cityofbuford.com	5/2021-6/2021	Complete
FY 18 Sanitary Sewer Lining	City of Burlington, NC - 1103 S. Mebane St. Burlington, NC 27215 - Donnie West - (336) 222-5140 - dwest@burlingtonnc.gov	1/2018-4/2018	Complete
Kershaw County Truck Route	City of Camden - 1000 Lyttleton Street Camden, SC 29020 - (803) 425-6045	7/2018-4/2018	Complete
Cayce Alleyway Project 2	City of Cayce - 1800 12th St. Cayce, SC 29033 - Rachele Moody - 803-796-9020	8/2017-10/2017	Complete

Rose Valley CIPP	City of Charlotte - 600 East Fourth Street Charlotte, NC 28202 - Nancy Denis - (704) 336-3614 - nndanu@ci.charlotte.nc.us	3/2019-4/2019	Complete
Collective Storm Drainage Improvement Projects Series B	City of Charlotte - 600 East Fourth Street Charlotte, NC 28202 - Nancy Denis - (704) 336-3614 - nndanu@ci.charlotte.nc.us	8/2018-9/2018	Complete
FY2019 Manhole Rehabilitation Program	City of Cocoa - 65 Stone Street Cocoa, FL 32922 - Chris Collier - (321) 433-8811 - ccollier@cocoafl.org	7/2019-9/2019	Complete
Geopolymer Manhole Rehabilitation	City of Conroe - 401 Stg Ed Holcomb Boulevard South Conroe, TX 77304 - Daniel Roberts - (936) 522-3808 - droberts@cityofconroe.org	11/2018-11/2018	Complete
Dade City Downtown Stormwater Capital Improvements Project	City of Dade City - 14302 Delmar Street Dade City, FL 33523 - Jay Sheridan - (352) 523-5065 - jsheridan@dadecityfl.com	2/2020-2/2020	Complete
Manhole Rehabilitation	City of Deerfield Beach - 290 Goolsby Boulevard Deefield Beach, FL 33442 - Fred Scott - (954) 480-4403 - fscott@deerfield-beach.com	4/2012-4/2012	Complete
8" Sanitary CIPP & Jetter Hose Cutting	City of Fayetteville - 240 Glynn Street S Fayetteville, GA 30214 - (770) 461-6029	2/2020-2/2020	Complete
36" CIPP Lining	City of Fort Myers - 2200 Second Street Fort Myers, FL 33902 - Wes Anderson - (239) 321-7446 - wanderson@cityftmyers.com	2/2019-4/2019	Complete
Weir Bypass - Manuel's Branch	City of Fort Myers - 2200 Second Street Fort Myers, FL 33902 - Wes Anderson - (239) 321-7446 - wanderson@cityftmyers.com	1/2018-5/2018	Complete
MH Rehab Basins 7, 9 & 15	City of Greenville - 206 S. Main Street Greenville, SC 29601 - Lucas Bryson - (864) 467-8892 - lbryson@greenvillesc.gov	4/2016-6/2016	Complete

Partial Basins Sewer Rehabilitation	City of Greenville - 206 S. Main Street Greenville, SC 29601 - Lucas Bryson - (864) 467-8892 - lbryson@greenvillesc.gov	12/2019-5/2021	Complete
Woodland Lakes MHP Coating	City of Haines City - 620 East Main Street Haines City, FL 33844 - (863) 421- 3600	7/2019-7/2019	Complete
North Post Oak 24" CIPP Lining	City of Houston - 900 Bagby Street Houston, TX 77002 - Mary Bac - (832) 395-4992 - mary.bac@houstontx.gov	1/2019-4/2019	Complete
2017 Large Diameter CIPP Project	City of Knoxville - 400 Main Ave. Knoxville, TN 37901 - Thomas Clabo - (865) 215-2070 - tclabo@knoxvilletn.gov	10/2018-12/2018	Complete
Lakes Wales MH Rehab 2019	City of Lake Wales - 201 W Central Avenue Lake Wales, FL 33853 - Randall Britt - (863) 678-4114 - rbritt@cityoflakewales.com	7/2019-7/2019	Complete
West Arch Street CDBG Sewer Rehab Design Basin 17	City of Lancaster - 216 South Catawba St. Lancaster, SC 29721 - 803-289-1462	8/2017-12/2017	Complete
FY2018 Manhole Rehabilitation Piggyback	City of Leesburg - 501 West Meadow St. Leesburg, FL 34749 - Mike Thornton - (352) 728-9786 - Mike.Thornton@leesburgflorida.gov	6/2018-8/2018	Complete
Phillips Ridge CIPP	City of Marion - 94 Shop Drive Marion, NC 28752	1/2020-1/2020	Complete
Sewer Manhole and Lift Station Lining Services	City of Melbourne - 900 East Strawbridge Ave. Melbourne, FL 32901 - Mike Brink - (321) 608-7070 - mike.brink@mlbfl.org	5/2019-8/2019	Complete
SARP 10 Group 1 MH Rehab	City of Memphis - 125 North Main Street Memphis, TN 38103	4/2020-10/2020	Complete
SARP 10 Group 4 MH Rehab	City of Memphis - 125 North Main Street Memphis, TN 38103	9/2019-9/2020	Complete

2020 Spring Sanitary Sewer Mains Inspection, Point Repairs, CIPP & MH Rehabilitation	City of Monroe - 2401 Walkup Avenue Monroe, NC 28110 - Steven Horvath - (704) 282-4615 - shorvath@monroenc.org	7/2020-2/2021	Complete
2018 Spring Sanitary Sewer Main Inspection and Repair Contract	City of Monroe - 2401 Walkup Ave. Monroe, NC 28110 - Steven Horvath - (704) 282-4615 - shorvath@monroenc.org	5/2018-11/2018	Complete
2017 Manhole Rehabilitation Project	City of Monroe - 2401 Walkup Ave. Monroe, NC 28110 - Steven Horvath - (704) 282-4615 - shorvath@monroenc.org	4/2017-10/2017	Complete
Sanitary Sewer CIPP Liner	City of Mount Holly - 400 E. Central Avenue Mount Holly, NC 28120 - Robert Stewart - (704) 951-0074 - robert.stewart@mtholly.us	10/2018-11/2018	Complete
2019 HOBAS Inspection Report	City of Murfreesboro - 1725 South Church Street Murfreesboro, TN 37130	9/2019-10/2019	Complete
Gravity Sewer Main Relining	City of Myrtle Beach, SC - 3231 Mr. Joe White Ave. Myrtle Beach, SC 29577 - Ruth Burleson - (843) 918-2170 - rburleson@cityofmyrtlebeach.com	2/2018-9/2018	Complete
Gravity Sewer Rehab & Manhole Lining Systems 10 & 11	City of New Smyrna Beach - 200 Canal Street New Smyrna Beach, FL 32170 - Dana Hale - (386) 424-3037 - dhale@ucnsb.org	4/2020-5/2020	Complete
Steel Pipe Rehabilitation	City of Ocala - 1805 NE 30th Avenue Ocala, FL 34470 - Eric Giannino - (352) 351-6684 - egiannino@ocalafl.org	12/2018-8/2019	Complete
Palm Beach Gardens 6" CIPP	City of Palm Beach Gardens - 4301 Burns Road Palm Beach Gardens, FL 33410 - (561) 804-7034	7/2019-9/2019	Complete
Palmetto Springs I/I Reduction	City of Palmetto - 509 Toombs Street Palmetto, GA 30268	5/2022-9/2022	Complete
2019 Stormwater Pipe Rehabilitation Group B - CIPP Lining Method	City of Peachtree City - 151 Willowbend Road Peachtree City, GA 30269 - Mike Madison - (770) 487-5183 - mmadison@peachtree-city.org	7/2019-10/2019	Complete

2021 Village on the Green CIPP Pipe Rehabilitation Project	City of Peachtree City - 151 Willowbend Road Peachtree City, GA 30269 - Mike Madison - (770) 487-5183 - mmadison@peachtree-city.org	5/2021-7/2021	Complete
Peachtree Coppedge & Rosecommon	City of Peachtree Corners - 310 Technology Parkway Peachtree Corners, GA 30092	11/2022-12/2022	Complete
Peachtree 4224 Amberglade 42"	City of Peachtree Corners - 310 Technology Parkway Peachtree Corners, GA 30092	11/2022-12/2022	Complete
53rd Way & 57th Terrace	City of Pinellas Park - Kyle Arrison - 6051 78th Avenue Pinellas Park, FL 33781 - (727) 369-5621 - karrison@pinellas- park.com	11/2020-4/2020	Complete
SR 600 Plant City CIPP	City of Plant City - 302 West Reynolds St. Plant City, FL 33563 - Michael Schenk - 813-757-9191 - mschenk@plantcitygov.com	1/2019-1/2019	Complete
FY 17 Annual Stormwater Repairs	City of Plant City - 302 West Reynolds St. Plant City, FL 33563 - Michael Schenk - 813-757-9191 - mschenk@plantcitygov.com	8/2017-2/2018	Complete
Industrial Road Culverts Port St. Joe	City of Port St. Joe - 305 Cecil G. Costin. Sr. Blvd. Port St. Joe, FL 32456 - (850) 229-8261	3/2020-3/2020	Complete
Turkey Creek 18" Sanitary CIPP	City of Raleigh - 222 West Hargett Street Raleigh, NC 27601	11/2019-11/2019	Complete
Sanitary Sewer 2019 CIPP Project	City of Ringgold - 150 Tennessee Street Ringgold, GA 30736 - Mark Vaughn - (423) 242-8251 - wwcd@cityofringgoldga.gov	4/2020-2/2021	Complete
Sugar Bear Drive & Scott Street	City of Safety Harbor - 750 Main Street Safety Harbor, FL 34695 - Brad Collins - (727) 724-1550 - bcollins@cityofsafetyharbor.com	5/2019-4/2020	Complete
Seneca Emergency Manholes	City of Seneca - 221 East North First Street Seneca, SC 29679 - (864) 885- 2700	9/2019-9/2019	Complete
Mocking Bird Lane CIPP & Structure Rehab	City of Smyrna - 2800 King Street SE Smyrna, GA 30080 - Bo Jones - (770) 434-6600 - bjones@smyrnaga.gov	10/2020-2/2021	Complete

Bank Street Emergency 10" Sanitary Sewer CIPP	City of Smyrna - 2800 King Street SE Smyrna, GA 30080 - Bo Jones - (770) 434-6600 - bjones@smyrnaga.gov	1/2021-1/2021	Complete
Willowbrook 42" CIPP	City of Smyrna - 2800 King Street SE Smyrna, GA 30080 - Bo Jones - (770) 434-6600 - bjones@smyrnaga.gov	11/2020-1/2021	Complete
Cedar Cliff 18" CIPP	City of Smyrna - 2800 King Street SE Smyrna, GA 30080 - Bo Jones - (770) 434-6600 - bjones@smyrnaga.gov	11/2020-12/2020	Complete
LaVista Place 15" CIPP	City of Smyrna - 2800 King Street SE Smyrna, GA 30080 - Bo Jones - (770) 434-6600 - bjones@smyrnaga.gov	11/2020-12/2020	Complete
1021 Shelby Lynn 42"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	11/2022-12/2022	Complete
5076 Allison Way 48"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	11/2022-12/2022	Complete
Nelson Brogdon City Hall CIPP	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	11/2022-1/2023	Complete
5009 Shelley Lane 18"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	4/2022-5/2022	Complete
5009 Shelley Lane 54"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	11/2022-12/2022	Complete
4945 Bent Creek 42"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	4/2022-5/2022	Complete
5745 Sugar Crossing 30"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	4/2022-5/2022	Complete
5765 Sugar Crossing 15"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	4/2022-5/2022	Complete
5885 Tallant Drive 36"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	4/2022-5/2022	Complete

760 Links Drive 36"	City of Sugar Hill - 5039 West Broad Street Sugar Hill, GA 30518 - Kevin Pittman - kpittman@cityofsugarhill.com	4/2022-5/2022	Complete
Benners Contracting 8inch DIP San New Pipe CIPP	City of Tallahassee - 300 S. Adams St. Tallahassee, FL 32301 - Eric Etters - (850) 891-6119 - eric.etters@talgov.com	11/2019-11/2019	Complete
42" Emergency CIPP	City of Tallahassee - 300 S. Adams St. Tallahassee, FL 32301 - Jon Yarborough - (850) 570-1279 - jon.yarbrough@talgov.com	11/2019-11/2019	Complete
CIPP Improvements Phase 1	City of Tyler - PO Box 2039 Tyler, TX 75710 - Scott Taylor - (903) 531-1393 - staylor@tylertexas.com	1/2020-4/2020	Complete
White Settlement Manhole Rehabilitation	City of White Settlement - 214 Meadow Park Drive White Settlement, TX 76108 - Robert Nunley - (817) 602-2807 - rnunley@wstx.us	6/2019-7/2019	Complete
Pipe Rehabilitation - Doctor's Circle, Country Club Drive & Robert E. Lee Road	City of Wilmington - 305 Chestnut St. 5th Floor Wilmington, NC 28402 - Derek Pielech - (910) 341-5818 - derek.pielech@wilmingtonnc.gov	4/2017-10/2017	Complete
CIPP Repairs at Montgomery Avenue Municipal Golf Course	City of Wilmington - 305 Chestnut St. 5th Floor Wilmington, NC 28402 - Derek Pielech - (910) 341-5818 - derek.pielech@wilmingtonnc.gov	10/2019-1/2020	Complete
USDA Woodruff Sanitary Sewer Upgrade	City of Woodruff - 231 E. Hayne St. Woodruff, SC 29388 - Lee Bailey - (864) 415-9573 - lbailey@cityofwoodruff.com	5/2015-12/2016	Complete
Sewer Pipe Lining Piggyback	City of Zephyrills - 5344 9th Street Zephyrills, FL 33542 - Mike Perry - (813) 780-0029 - mperry@ci.zephyrills.fl.us	5/2018-7/2018	Complete
Zephyrhills Municipal Airport Runway 1-19 Misc Improvements	City of Zephyrills - 5344 9th Street Zephyrills, FL 33542 - Mike Perry - (813) 780-0029 - mperry@ci.zephyrills.fl.us	10/2017-12/2017	Complete

FY17 Sanitary Sewer Rehab	Charlotte Water - 5100 Berkshire Blvd. Charlotte, NC 28216	6/2019-6/2019	
			Complete
Clairmont HOA 18"-30" Storm CIPP	Clairmont Community Homeowners Association - 105 Winecoff Drive Fayetteville, GA 30214	11/2019-1/2020	Complete
36" CCCP CMP Lake Wilderness HOA	Cobb County - 100 Cherokee Street Marietta, GA 30090	6/2019-7/2019	Complete
Coastal Center Sewer Rehabilitation	Commissioners of Public Works of the Town of Summerville - 135 W. Richardson Ave. Sumter, SC 29484 - Christopher Kahler - (843) 875-8763 - rckahler@summervillecpw.com	2/2017-6/2018	Complete
South Central Influent Pump Station Rehab	Douglasville-Douglas County Water & Sewer Authority - 8763 Hospital Dr, Douglasville, GA 30134 - Ricky Jacobs - (770) 920-3877 - rjacobs@ddcwsa.com	10/2015-12/2015	Complete
6" VCP Sanitary Sewer Line Clean & CIPP	Eastman Chemical Company - 200 S. Wilcox Drive Kingsport, TN 37660 - Aaron Conner - (423) 229-2000	11/2019-12/2019	
			Complete
CIPP Exxon Facility, Beaumont, TX	Exxon Mobil - 1975 Burt St. Beaumont, TX - Evangeline Burkart - (409) 240-3927 - evangeline.burkart@exxonmobil.com	10/2018-12/2018	Complete
Clean & Inspect Coker Sewers	Exxon Mobil - 1975 Burt St. Beaumont, TX - Evangeline Burkart - (409) 240-3927 - evangeline.burkart@exxonmobil.com	7/2019-10/2019	Complete

E7H00-R0	FDOT - 5211 Ulmerton Road Clearwater, 10/2011-12/2012 FL 33760 - Phil Fletcher - (727) 570-5101 - phillip.fletcher@dot.state.fl.us	Complete
LS 59 & LS 126	Gainesville Regional Utilities - 301 S.E. 4th Avenue Gainesville, FL 32601 - Joey Leverette - (352) 393-1637 - leverettejs@gru.com	Complete
Old Grove Road	Gantt Fire & Sewer District - 1201 White Horse Road Greenville, SC 29605 - Mike Stansell - (864) 277-0429 - mstansell@ganttdistrict.org	Complete
DOT Call #18 Bethelview Road - County Road #455	Georgia Department of Transportation 11/2019-12/2019	Complete
Collection System Improvements Phase II (FY18 CIPP)	Georgetown County Water & Sewer District - 456 Clearwater Dr. Pawleys Island, SC 29585 - Amanda Kirchmeyer 843-237-9727 ext. 6167 - amandak@gcwsd.com	Complete
FY 2019 CIPP Project	Georgetown County Water & Sewer District - 456 Clearwater Dr. Pawleys Island, SC 29585 - Amanda Kirchmeyer 843-237-9727 ext. 6167 - amandak@gcwsd.com	Complete
Greeneville Sanitary Sewer Rehab	Greeneville Water Commission - 516 N Main Street Greeneville, TN 37745 - (423) 638-3148	Complete
Wycliffe Drive Drainage Repair Project	Greenville County - 301 University Ridge Greenville, SC 29601 - Jamal Hamam - (864) 467-7017 - jhamam@greenvillecounty.org	Complete
Longstreet Greenville CCCP	Greenville County - 301 University Ridge Greenville, SC 29601 - Jamal Hamam - (864) 467-7017 - jhamam@greenvillecounty.org	Complete
300 Ladbrooke Drive Storm CIPP	Greenville County - 301 University Ridge Greenville, SC 29601 - Jamal Hamam - (864) 467-7017 - jhamam@greenvillecounty.org	Complete

Greer 8" Downtown CIPP	Greer Commission of Public Works - 3017/2021-9/2021 McCall Street Greer, SC 29650 - Tony Garrett - (864) 968-3312 - tony.garrett@greercpw.com		Complete
Greer Beeco Road Manhole Rehabilitation	Greer Commission of Public Works - 30112/2021-1/2022 McCall Street Greer, SC 29650 - Tony Garrett - (864) 968-3312 - tony.garrett@greercpw.com		Complete
Slip Lining for Gravity Sewer Lines	Hernando County - 20 N. Main St. Room 12/2018-6/2019 365 Brooksville, FL 34601 - Diane Kafrissen - (352) 754-4020 - dkafrissen@hernandocounty.us		Complete
Kimball CIPP	Hernando County - 20 N. Main St. Room 5/2020-6/2020 365 Brooksville, FL 34601 - Richard Kirby - (352) 754-4769 - rkirby@hernandocounty.us		Complete
WORCS - Lithia Springs & Baycrest	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	7/2019-9/2019	Complete
Williams Estate Townhomes CIPP	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	3/2020-3/2020	Complete
Clement Pride Boulevard (WORCS)	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	6/2019-6/2019	Complete
Rockledge View Drive Stormwater Construction	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	12/2018-1/2019	Complete
Balm Boyette Spincast	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	8/2019-10/2019	Complete
Box Culvert Desilting Locations	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	4/2019-5/2019	Complete
IKEA Ybor Storm Pipe Cleaning & CCTV	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	4/2019-5/2020	Complete
WORCS 7203 Providence Road	Hillsborough County - 601 E. Kennedy Blvd. Tampa, FL 33601	7/2019-9/2019	Complete
Horry County Stormwater Projects	Horry County - 4401 Privetts Road Conway, SC 29526 - Robert Fletcher - (843) 915-5410 - fletcher@horrycounty.org	2/2019-6/2019	Complete

Barcelona Lane	Horry County - 4401 Privetts Road Conway, SC 29526 - Robert Fletcher - (843) 915-5410 - fletcher@horrycounty.org	11/2019-11/2019	Complete
Joanna V Sewer Upgrade	Laurens County Water & Sewer Commission - 3850 US Highway 221 South Laurens, SC 29360 - Gene Steele - (864) 923-0100 - gsteele@lcwsc.com	9/2018-12/2018	Complete
Laurens County Creek Crossing	Laurens County Water & Sewer Commission - 3850 US Highway 221 South Laurens, SC 29360 - Gene Steele - (864) 923-0100 - gsteele@lcwsc.com	6/2019-8/2019	Complete
Manzanita Cout Pipe Rehab	Leon County - 2280 Miccosukee Road Tallahassee, FL 32308 - Chris Muehlemann - (850) 606-1536 - muehlemannc@leoncountyfl.gov	1/2019-2/2019	Complete
Nottingham St. Lakeshore CIPP	Leon County - 2280 Miccosukee Road Tallahassee, FL 32308 - Chris Muehlemann - (850) 606-1536 - muehlemannc@leoncountyfl.gov	1/2019-2/2019	Complete
Brunson Pump Station Modifications and Sewer Rehab	Lowcounty Regional Water System - 5134/2022-8/2022 Elm Street W. Hampton, SC 29924 - Brian Burgess - (803) 934-1006		Complete
Anna Maria Sanitary Sewer CIPP	Manatee County - 1112 Manatee Avenue W. Bradenton, FL 34205 - Ed FERENCE - (941) 749-3034 - ed.ference@mymanatee.org	4/2019-6/2019	Complete
Sanitary CIPP Rehabilitation	Manatee County - 1112 Manatee Avenue W. Bradenton, FL 34205 - Joe Burns - (941) 749-3074 - joe.burns@mymanatee.org	4/2020-6/2020	Complete
Quail Haven Subdivision Sewer Rehabilitation	Oconee County - 23 North Main Street Watkinsville, GA 30677	9/2021-5/2022	Complete
Quail Haven Subdivision Sewer Rehabilitation	Quail Haven Subdivision - PO Box 17265 Greenville, SC 29606	12/2019-4/2020	Complete
Manhole Repair Services	Richland County Utilities - 2020 Hampton Street Columbia, SC 29202 - Brittany Sloan - (803) 576-2050 - sloan.brittany@richlandcountysc.gov	5/2019-11/2019	Complete

North, South, Central Lift Station Rehabilitation	Sarasota County Government - 1001 Sarasota Center Blvd. Sarasota, FL 34240 - Jason Brown (914) 650-3728 - jkbrown@scgov.net	5/2019-6/2019	Complete
I-26 Volvo Interchange Project	SCDOT District 6 - 2401 Maintenance Way Nroth Charleston, SC 29406	2/2019-4/2019	Complete
SC File 2991181, Project No: P028035, P028036 & P028037	SCDOT - 955 Park St. Room 421 Columbia, SC 29202 - William Redfearn - (803) 737-1430	7/2017-7/2017	Complete
SACWSD 2018 Wastewater System Rehab	South Adams County Water & Sanitation District - 6595 E 70th Avenue Commerce City, CO 80022 - Abel Moreno - (303) 288-2646 - amoreno@sacwsd.org	8/2018-1/2019	Complete
Stormwater Pipe Repair in the Villages	Sumter County Board of County Commissioners - 7375 Powell Road Suite 200 Wildwood, FL 34785 - Becky Segrest - (352) 689-4436 - becky.segrest@sumtercountyfl.gov	3/2015-10/2015	Complete
East Warehouse Court Pipe Bursting	Taylor's Fire & Sewer District - 3335 Wade Hampton Boulevard Taylor's, SC 29687 - Samantha Babb - (864) 244- 5596 - samanthab@taylorsdistrict.org	8/2021-9/2021	Complete
2021 Annual Sanitary Sewer Rehabilitation	Taylor's Fire & Sewer District - 3335 Wade Hampton Boulevard Taylor's, SC 29687 - Samantha Babb - (864) 244- 5596 - samanthab@taylorsdistrict.org	2/2021-7/2021	Complete
2020 Annual Sanitary Sewer Rehabilitation	Taylor's Fire & Sewer District - 3335 Wade Hampton Boulevard Taylor's, SC 29687 - Samantha Babb - (864) 244- 5596 - samanthab@taylorsdistrict.org	1/2020-7/2020	Complete
Taylor's Fire and Sewer 8" Sanitary Sewer CIPP	Taylor's Fire & Sewer District - 3335 Wade Hampton Boulevard Taylor's, SC 29687 - Samantha Babb - (864) 244- 5596 - samanthab@taylorsdistrict.org	10/2018-10/2018	Complete
2019 Annual CIPP Lining Contract	Taylor's Fire & Sewer District - 3335 Wade Hampton Boulevard Taylor's, SC 29687 - Samantha Babb - (864) 244- 5596 - samanthab@taylorsdistrict.org	10/2018-5/2019	Complete

421 Broadway CIPP & MH Lining	Tohopekaliga Water Authority - 1628 S. John Young Parkway Kissimmee, FL 34741 - James Johnson - (407) 944-5163 - jajohnson@tohowater.com	7/2019-9/2019	Complete
Prestonwood 30" Sewer Repairs	Town of Cary - 316 North Academy Street Cary, NC 27513	7/2019-8/2019	Complete
Pigeon River North Sewer Rehabilitation	Town of Clyde - PO Box 386 Clyde, NC 28721 - (828) 627-2566	2/2019-/3/2019	Complete
Sewer System Rehabilitation	Town of Holly Hill - 8423 Old State Road Suite #1 Holly Hill, SC 29059	12/2019-1/2020	Complete
Miscellaneous Sanitary Sewer Manhole & Piping Rehabilitation	Town of Lexington - 111 Maiden Lane Lexington, SC 29071 - David Patton - (803) 359-4460 - dpatton@lexsc.com	5/2017-10/2017	Complete
Startex Gravity Sewer Rehabilitation	Town of Lyman - 160 Groce Road Lyman, SC 29365	3/2019-6/2020	Complete
Andrew Jackson Highway & Cameron Way CIPP	Town of Maxton - 202 N. Patterson Street Maxton, NC 28364	1/2020-1/2020	Complete
2019 Sewer Rehabilitation Project	Town of Mooresville - 431 North Main Street Mooresville, NC 28115 - Jamie Johnson - (704) 677-0899	6/2019-8/2019	Complete
Sewer System Improvements Contract II	Town of Oliver Springs - 717 Main Street Oliver Springs, TN 37840 - Thomas McCormick - (865) 435-7722	5/2018-4/2020	Complete
Rhodhiss-System Wide Water & Sewer Improvements	Town of Rhodhiss - 200 Burke Street Rhodhiss, NC 28667 - (828) 396-8400	7/2018-8/2018	Complete
Cured-In-Place Pipe Construction	Town of Rogersville - 1616 East Main Street Rogersville, TN 37857 - Glenn Hutchens - (423) 272-7497	9/2019-11/2019	Complete
Ingles #33 Pipe Rehabilitation	Ingles Markets, Inc. - PO Box 6676 Asheville, NC 28816 - Preston Kendall - (828) 768-3992	11/2019-1/2020	Complete
UT00206 - Stormwater Piping CCTV Inspection	University of Florida - 1026 Magnolia Dr. Gainesville, FL 32611 - Jason Haeseler - (352) 294-0609 - haeseler@ufl.edu	3/2017-8/2017	Complete

2017 Collection System Rehabilitation Contract B	Yadkin Valley Sewer Authority - 500 NC Hwy 268 W Elkin, NC 28621	1/2020-4/2020	Complete
Valley Cay 36"	Valley Cay POA - 272 Valle Cay Drive Vilas, NC 28692 - Bob Meyerhoff - (828) 719-0146 - bobvcpoa@gmail.com	11/2019-11/2019	Complete
Wade Hampton Elaine & Pinehurst CIPP	Wade Hampton Fire & Sewer District - 2400 Wade Hampton Blvd. Greenville, SC 29615 - Gary Buice - (864) 244-9824 - buice88@yahoo.com	11/2020-12/2020	Complete
New Wade Hampton CIPP	Wade Hampton Fire & Sewer District - 2400 Wade Hampton Blvd. Greenville, SC 29615 - Gary Buice - (864) 244-9824 - buice88@yahoo.com	6/2019-9/2019	Complete
Miscellaneous Sanitary Sewer Cleaning & CCTV	Wade Hampton Fire & Sewer District - 2400 Wade Hampton Blvd. Greenville, SC 29615 - Gary Buice - (864) 244-9824 - buice88@yahoo.com	7/2017-8/2017	Complete
FY 18 Sanitary Sewer Lining	Wade Hampton Fire & Sewer District - 2400 Wade Hampton Blvd. Greenville, SC 29615 - Gary Buice - (864) 244-9824 - buice88@yahoo.com	7/2018-10/2018	Complete

14. Experience detail*

Pass

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.

Project #1	
Business/Owner Name	Pasco County Utilities
Reference Contact Person	Brad Surrecy, Maintenance Supervisor
Reference Address	19420 Central Blvd, Land O'Lakes, FL 34637
Reference Phone No.	727-992-7873
Reference Email Address	bsurrecy@pascocountyfl.net
Project Name	WO 683302 Northwood Palms
Project Location	Pasco County, FL
Contract Project Manager	Patrick LeClair
Site Superintendent	Billy Roese
Contract Amount	\$2,996,585.61
Date Project Commenced	5.22.2019

Date of Substantial Completion	11.12.2019
Date of Final Completion	11.20.2019
Description of Work Performed	Pipe Cleaning, CIPP Lining, Subsurface Grouting (189,000lbs) using Two Comp 475/440
Project #2	
Business/Owner Name	Sy Casa Paloma, LLC
Reference Contact Person	Tracy LaTray
Reference Address	150 Pelican Way, San Rafael, CA 94901
Reference Phone No.	(415) 488-8362
Reference Email Address	Tracy_LaTray@sywest.com
Project Name	Casa Paloma UST Repair
Project Location	7131 W Ray Rd, Chandler, AZ 85226
Contract Project Manager	Jacob Nix
Site Superintendent	Justin James, Robert Serrano
Contract Amount	\$1,590,815.00
Date Project Commenced	45383
Date of Substantial Completion	45220
Date of Final Completion	45220
Description of Work Performed	Geopolymer lining of 1,126LF of 96" CMP Pipe, Clean & CCTV, Ground Penetr Grout Injection (Soil Stabilization Grouting) – 49,041 lbs of grout

15. Drug Free Workplace Certification *

Pass

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify 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

Confirmed

16. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Pass

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

Confirmed

17. Sworn Statement

SWORN STATEMENT 287.133 (3) (A)*

Pass

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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.

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

Pass

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

Not_Applicable.docx

18. Authorized Signatures/Negotiators

AUTHORIZED SIGNATURES/NEGOTIATORS *

Pass

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)

Shawn Ready

Regional Vice President

207.931.8802

TYPE OF ORGANIZATION *

Pass

Please select your organization type:

Corporation

COMPANY ID*

Pass

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

20-5007200

W9 FORM *

Pass

Please upload your company's W9 information

W-9_Vortex_Services,_LLC_2024.pdf

ACH ELECTRONIC PAYMENT*

Pass

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

Yes, ACH electronic payment method is acceptable.

19. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM*

Pass

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

No

PROOF OF REAL PROPERTY TAX*

Pass

Please upload your proof of Real Property Tax

VS-_FL_Hillsborough_County_Proposed_Prop_Tax.pdf

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT*

Pass

Please upload a copy of your Florida Division of Corporations Annual Report

2023_Annual_Report.pdf

20. E-VERIFY CERTIFICATION

E-VERIFY CERTIFICATION *

Pass

Vendor/Contractor acknowledges and agrees to the following:

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.

Confirmed

21. CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL REQUIREMENTS

REFERENCES *

Pass

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Please provide information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager
Site Superintendent
Contract Amount
Date Project Commenced
Date of Substantial Completion
Date of Final Completion
Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

Reference #1

Business/Owner Name	Pasco County
Reference Contact Person	Anthony Sagastume
Reference Address	9518 Crabtree Lane, Port Richey, FL 34668
Reference Phone No.	727.247.0504
Reference Email Address	asagstume@pascocountyfl.net
Project Name	IFB-SN-22-087 As Needed Underground Pipe Restoration
Project Location	Pasco County, FL
Contract Project Manager	Patric LeClair
Site Superintendent	Jason Kumpf
Contract Amount	\$16,500,000.00
Date Project Commenced	4/1/2022
Date of Substantial Completion	4/1/2025
Date of Final Completion	4/1/2025
Description of Work Performed	Mot, Bypass, Clean CCTV Mh Rehab, Grouting & CIPP Lining

Reference #2

Business/Owner Name	Miami Beach
Reference Contact Person	Patricia Rendon
Reference Address	1700 Convention Center Drive, Miami Beach, FL 33139
Reference Phone No.	305.673.7080, Ext 6230
Reference Email Address	patriciarendon@miamibeachfl.gov
Project Name	ITN-2020-1919-ND Miami Beach Manholes, Structures and CIPP Rehab & Inspection
Project Location	Miami Beach

Contract Project Manager	Ron Callahan
Site Superintendent	Jason Kumpf
Contract Amount	\$7,247,588.00
Date Project Commenced	1/26/2024
Date of Substantial Completion	1/27/2024
Date of Final Completion	1/27/2024
Description of Work Performed	Mot, Bypass, Clean CCTV Mh Rehab, Grouting & CIPP Lining
Reference #3	
Business/Owner Name	Sy Casa Paloma, LLC
Reference Contact Person	Tracy LaTray
Reference Address	150 Pelican Way, San Rafael, CA 94901
Reference Phone No.	(415) 488-8362
Reference Email Address	Tracy_LaTray@sywest.com
Project Name	Casa Paloma UST Repair
Project Location	7131 W Ray Rd, Chandler, AZ 85226
Contract Project Manager	Jacob Nix
Site Superintendent	Justin James, Robert Serrano
Contract Amount	\$1,590,815.00
Date Project Commenced	4/1/2024
Date of Substantial Completion	10/21/2023
Date of Final Completion	10/21/2023
Description of Work Performed	Geopolymer lining of 1,126LF of 96" CMP Pipe, Clean & CCTV, Ground Penetrating Radar, Chemical Grout Injection (Soil Stabilization Grouting) – 49,041 lbs of grout

KEY SUBCONTRACTORS*

Pass

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

- (1) Earthwork construction
- (2) Earthen dike construction
- (3) Soil bentonite backfill cut-off wall installation
- (4) Wet excavation/dredging work
- (5) Concrete form work
- (6) Equipment installation
- (7) Electrical and instrumentation installation

(8) Control system integration

(9) Wetland planting and establishment

If no subcontractors will be employed please state "NONE"

Basic Engineering, Injection Grouting

VENDOR/CONTRACTOR'S LICENSE*

Pass

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

Florida Certified Underground Utility License

State of Florida Department of Business and Professional Regulation, Construction Industry Licensing Board

Issue Date: 5.20.2011

CUC1224939

ORGANIZATION CHART:*

Pass

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

FL_Org_Chart.pdf

PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:*

Pass

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size

and scope to the Northwest Waste Management Solid Waste Facility Grouting Project, within the past seven (7) years.

Robert's_Resume.pdfJustin_James_CV.pdfHector_Serrano_Resume.pdfFL_Operations_Patrick_LeClair.pdf

BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:*

Pass

Bidder must demonstrate Bidder’s/Key subcontractor’s experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction of individual earthwork projects involving site clearing, excavating, hauling, placing, grading and compacting for a minimum of 300,000 cubic yards of soil.
- B. Document prior experience in construction of soil bentonite backfill cut-off walls using slurry trench excavation methods for a minimum distance of 1 mile at a minimum depth of 20 feet.
- C. Document prior experience in construction of surface water intake structures and associated pump stations of a minimum design capacity of 30 cubic feet per second (20 million gallons per day).
- D. Document prior experience in planting and establishing wetland plants within a minimum constructed area of 100 acres.

Basic Engineering was founded in 2004 and is a premier geotechnical engineering and soil stabilization expert. Basic Engineering has worked with Vortex Companies over the last 10 years on numerous challenging underground projects. These projects have included deep sanitary sewer lines, underground storm sewer systems, underground tanks and vaults, lift stations, and sinkholes. Basic Engineering worked with Vortex on these projects to stop water intrusion and soil intrusion into the infrastructure and to grout the soils to stabilize and densify the existing ground in conjunction with the pipe rehabilitation by Vortex. Notable Projects Below...

B20 GPR	VORTE	BANK OF	CHANDARIZ	2/20/
23- STUDY	X	AMERICA	LER	2024
054 AND	COMPA	(9		
CHEMICA	NIES	UNDERGR		
L		OUND 96"		
GROUTIN		TANKS)		
G				
B20 CHEMICA	VORTE	7455 US-	SANTA FLORIO	06/22
23- L	X	98W	ROSA DA	/23
036 GROUTIN	COMPA		BEACH	
G/SOIL	NIES			
DENSIFIC				
ATION				

B20 GPR VORTE W LUCAS BEAU TEXA 05/23
 23- STUDY X DR AND MONT S /23
 027 AND COMPASTORM
 CHEMICAL NIES SEWER
 L
 GROUTIN
 G

B20 CHEMICAL VORTE US-49 BRANFORD FLORIDA 01/1
 23- L X (DEPRESS RD DA 0/23
 016 GROUTIN COMPANION)
 G/SOIL NIES
 DENSIFICATION

B20 CHEMICAL VORTE GEORGE TAMPA FLORIDA 02/1
 22- L X RD DA 1/22
 077 GROUTIN COMPANION
 G/SOIL NIES
 DENSIFICATION

B20 CHEMICAL VORTE BROOKRIDGE BROOKS FLORIDA 10/2
 22- L X GE VILLE DA 5/22
 073 GROUTIN COMPANION (BT
 G/SOIL NIES W
 DENSIFICATION THORPP
 AND
 MIDFIELD
 ST)

B20 CHEMICAL VORTE 3312' OF BEAUMONT TEXA 05/0
 22- L X 7.5' X 5' ONT S 8/22
 053 GROUTIN COMPASTORM
 G/SOIL NIES REHAB
 DENSIFICATION TEXAS
 ATION

B20 GPR VORTE THE CHANDLER ARIZ 02/0
 22- STUDY X SHOPPES ER ONA 1/22
 042 AND COMPANION AT CASA
 CHEMICAL NIES PALOMA
 L (UNDERGROUND
 GROUTIN OUND
 G TANKS)

B20 CHEMICA VORTE OAKSTEADLAND O' FLORI10/1
21- L X SUBDIVISI LAKES DA 3/21
071 GROUTIN COMPAON
G/SOIL NIES (VARIOUS
DENSIFIC STORM
ATION SEWER
LINES)

22. VENDOR/CONTRACTOR'S LICENSE

VENDOR/CONTRACTOR'S LICENSE*

Pass

Please upload all contractors and subcontractors license(s) required for this project.

Wes_-_Florida_Contractor_License_8.2022-24.pdf

TRENCH SAFETY ACT COMPLIANCE *

Pass

Please download the below documents, complete, and upload.

- [Trench Safetey Act Complian...](#)

TRENCH_SAFETY_ACT_COMPLIANCE_FORM.pdf

CORPORATE AFFIDAVIT *

Pass

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

CORPORATE_AFFIDAVIT.pdf

BID BOND FORM *

Pass

Please download the below documents, complete, and upload.

- [Bid Bond Form.pdf](#)

Bid_Bond_Signed_and_Sealed.pdf

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Pass

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 bind 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.

I have read and attest that I confirm the above is acknowledged.

Confirmed

23. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

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? *

Pass

No

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?*

Pass

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES - ROLES AND SIGNATURES

Pass

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

EMPLOYMENT_DISCLOSURE_CERTIFICATION_STATEMENT.pdf

24. Vendor Survey

VENDOR SURVEY *

Pass

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

County's eProcurement Portal (Open Gov Procurement)

VENDOR SURVEY - OTHER

Pass

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

N/A

SAMPLE CONSTRUCTION AGREEMENT *

Pass

Sample Construction Agreement for your review, including attachments that will be required after award.

- [Construction Agreement.pdf](#)

Construction_Agreement.pdf

ANTICIPATES SERVICES OUTSIDE THE UNITED STATES OR FLORIDA*

Pass

Anticipates Services outside the United States or Florida

If the respondent anticipates services under the contract or any subcontracts will be performed outside the United States or Florida, the respondent shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Florida and the reason why it is necessary or advantageous to go outside the United States or Florida to perform such services. (Does not apply to any project that receives federal moneys)

No

SOLICITATION-OFFER-AWARD

Pass

Please download the below document, complete Offer section, and upload.

- [Solicitation-Offer-Award.pdf](#)

Solicitation-Offer-Award.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	each	\$4,500.00	\$4,500.00
2	Injection Pipe Installation	6,000	lineal feet	\$15.25	\$91,500.00
3	Low Flow Compaction Grout	3,000	cubic yards	\$320.00	\$960,000.00
4	Testing Compressive Strength	1	lump sum	\$6,500.00	\$6,500.00
5	Demobilization	1	lump sum	\$4,500.00	\$4,500.00
TOTAL					\$1,067,000.00



County of Hernando
Procurement and Grants
 Carla Rossiter-Smith, Chief Procurement Officer
 15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION
 ITB No. 24-C000736/FH
Northwest Waste Management Solid Waste Facility Grouting Project
 RESPONSE DEADLINE: April 15, 2024 at 10:00 am
 Report Generated: Monday, April 15, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Vortex Services LLC	\$1,067,000.00

Fran Hallett
 4/15/2024

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Vortex Services LLC	
					Unit Cost	Total
X	1	Mobilization	1	each	\$4,500.00	\$4,500.00
X	2	Injection Pipe Installation	6000	lineal feet	\$15.25	\$91,500.00
X	3	Low Flow Compaction Grout	3000	cubic yards	\$320.00	\$960,000.00
X	4	Testing Compressive Strength	1	lump sum	\$6,500.00	\$6,500.00
X	5	Demobilization	1	lump sum	\$4,500.00	\$4,500.00
Total						\$1,067,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 24-C000736/FH	SOLICITATION TITLE: Northwest Waste Management Solid Waste Facility Grouting Project	DATE ISSUED: February 28, 2024	CONTRACT NO: 24-C000736/FH
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 PURCHASING AND CONTRACTS 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 PURCHASING AND CONTRACTS DEPARTMENT, VIA **HERNANDO COUNTY'S EPROCUREMENT PORTAL** AT: <http://secure.procrenow.com/portal/hermandocounty>, ON **4/1/24**. 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 4/1/24**, 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.

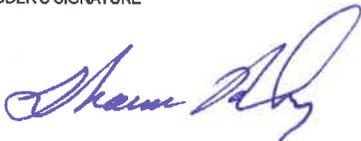
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Northwest Waste Management Solid Waste Facility Grouting , as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida. <small>(SEE ATTACHED SPECIFICATIONS)</small>	X	XXXXXX	XXXXXXXXXX	\$1,067,000.00

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 **ONE HUNDRED TWENTY (120) 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.

DISCOUNT FOR PROMPT PAYMENT: 0 % 10 CALENDAR DAYS 0 % 20 CALENDAR DAYS 0 % CALENDAR DAYS

BIDDER'S INFORMATION Vortex Services, LLC <hr/> <small>Company Name</small> 5910 Hartford St <hr/> <small>Address</small> Tampa FL 33619 <hr/> <small>City</small> <small>State</small> <small>Zip Code</small> 713-750-9081 shawn.ready@vortexcompanies.com <hr/> <small>Phone Number</small> <small>Fax Number</small> <small>Email Address</small>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: <hr/> <small>BIDDER'S SIGNATURE</small> <div style="text-align: center; font-size: 2em; color: blue;">  </div> <hr/> <small>OFFER DATE</small> <div style="text-align: right; font-size: 1.5em; color: blue;"> 4/11/24 </div>
---	---

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: Hernando County Solid Waste Department 1525 E. Jefferson St. Brooksville, FL 34601	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: <hr/> <small>SIGNATURE:</small>	
		AWARD DATE:



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: May 7, 2024

TO: Fran Hallet, Procurement Coordinator

FROM: Scott Harper, Solid Waste Services Manager

SUBJECT: Recommendation for Award Bid No. 24-C000736/FH

Project Name: Northwest Waste Management Solid Waste Facility Grouting Project

The attached bid received from Vortex Services LLC 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 on or by 5:00 p.m. on April 23, 2024.

1. Total Contract Bid Price is: 1,067,000.00

2. Reference checks are satisfactory: X 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 X YES NO

If no, provide a detailed explanation using the space provided below and/or attached to this form.

4. Request Next Bidder? YES X 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.

Pricing is fair and reasonable, recommend award.

6. Provide the funding information: Fund 4421 Dept 07701 Account 5666572

Recommendation Approved By:

[Signature of Scott Harper]
Department Director/Manager

Date: 7/may/2024

Enclosure



County of Hernando
Procurement and Grants
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD
ITB No. 24-C000736/FH
Northwest Waste Management Solid Waste Facility Grouting Project

DATE: Tuesday, May 7, 2024
TO: All Interested Parties

After a thorough review of the bid(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, that a contract award is approved with:

Vortex Services LLC
18150 Imperial Valley Dr
Houston, TX 77060

The tentative date for this recommendation is May 28, 2024. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Please be advised that pursuant to Section 120.57(3)(a), (Current Edition), Florida Statutes, "Failure to file a protest within the time prescribed in Section 120.57(3), (Current Edition), Florida Statutes, 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 the proceedings under Chapter 120, Florida Statutes." Protest bonds are identified under Section 287.042, (Current Edition), Florida Statutes, and protest instructions are identified under Chapter 28-110, (Current Edition), Florida Administrative Code (F.A.C.).

Thank you for your interest in conducting business with Hernando County Government. Your participation is encouraged with regard to the County's future endeavors.

Sincerely,

Fran Hallet

For: Carla Rossiter Smith
Chief Procurement Officer



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION AGREEMENT**

This Contract, entered into this _____ day of _____, 2014 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Vortex Services, LLC, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

Northwest Waste Management Solid Waste Facility Grouting Project

ITB NO. 24-C00736/FH

Brooksville, FL

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 the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1.01.1 The Contract Documents for Bid No. 24-C00736/FH consist of the following:

Solicitation-Offer-Award	Scope and Specifications
Advertisement of Bid	Bid Form
Solicitation Instructions	Required Forms and Certifications
General Conditions	Construction Agreement and Required Documents After Award
Special Conditions	Reference Documents
Supplementary Conditions for Federal/State Requirements	Exhibit A – General Requirements and Technical Specifications Exhibit B – Plans/Drawings

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 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
 2. Change Order(s)
- 1.03 The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04 There are no Contract Documents other than those listed in this Article.
- 1.05 The Contract Documents may only be amended, modified, or supplemented as stated in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 16. Titled "Changes in the Work; Claims".

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 **HDR Engineering**, for the plans and specifications. **Scott Harper** will act as the Owner'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:

3.01.1 All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

3.02.1 Vendor/Contractor agrees that the work will be substantially complete within **thirty days to substantial completion (30)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **forty-five days to final completion (45)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

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 Zero dollars (**\$0.00**). 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.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner 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:

<u>One million sixty-seven thousand dollars and zero cents</u>	(\$1,067,000)
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with solicitation Section Titled "SPECIAL CONDITIONS", paragraph 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 solicitation Section Titled "SPECIAL CONDITIONS", paragraph 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 Owner Designated Representative as provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work". Unit prices have been computed as provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work".

UNIT PRICE WORK

					Vortex Services LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Mobilization	1	each	\$4,500.00	\$4,500.00
X	2	Injection Pipe Installation	6000	lineal feet	\$15.25	\$91,500.00
X	3	Low Flow Compaction Grout	3000	cubic yards	\$320.00	\$960,000.00
X	4	Testing Compressive Strength	1	lump sum	\$6,500.00	\$6,500.00
X	5	Demobilization	1	lump sum	\$4,500.00	\$4,500.00
Total						\$1,067,000.00

\$ (1,067,000)
One million sixty-seven
thousand dollars and zero
cents

ESTIMATED TOTAL OF ALL UNIT PRICE WORK

(use words) (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

5.01.1 Vendor/Contractor shall submit Applications for Payment in accordance with solicitation 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 Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 Owner 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, Part VII, Ch. 218.735, F.S. (current version), 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 Owner Designated Representative may determine or Owner 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 Owner Designated Representative's recommendation of payment in accordance with solicitation 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, Owner shall pay Vendor/Contractor the remainder of the Contract Price as 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.

- 5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner 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 Owner Designated Representative.

ARTICLE 6 – INTEREST

- 6.01** 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 Owner to enter into this Agreement 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 as to 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 as to 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 Owner 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:

- 8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

- 8.02.1** 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:

8.03.1 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 Owner 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 Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) 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 One million sixty-seven thousand dollars and zero cents (\$1,067,000.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

VENDOR/CONTRACTOR
Vortex Services, LLC

By: ELIZABETH NARVERUD
Title: CHAIRPERSON

By: Shawn Remy
Title: SR. REP Florida

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.
Title: Clerk of Circuit Court & Comptroller

Attest: Patricia Leclair
Title: Rep - Industrial

Address for giving notices:
15470 Flight Path Dr.
Brooksville, FL 34604

Address for giving notices:
5910 Hartford St.
Tampa, FL 33619

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

SUNGARD PENTAMATION
 DATE: 06/03/2024
 TIME: 13:35:08

HERNANDO CO BOARD OF CO COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTA11

SELECTION CRITERIA: orgn.fund='4421' and exp!edgr.key_orgn='07701'
 ACCOUNTING PERIOD: 9/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4421 WASTE MGMT BOND PROCEEDS
 DEPARTMENT-07701 BOND PROCEEDS S2022
 1ST SUBTOTAL-560 * CAPITAL OUTLAY

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5666572	CIP-NW CELL #4	20,764,481.00	.00	210,476.28	692,405.14	19,861,599.58	4.35
	TOTAL * CAPITAL OUTLAY	20,764,481.00	.00	210,476.28	692,405.14	19,861,599.58	4.35
	TOTAL BOND PROCEEDS S2022	20,764,481.00	.00	210,476.28	692,405.14	19,861,599.58	4.35
	TOTAL WASTE MGMT BOND PROCEED	20,764,481.00	.00	210,476.28	692,405.14	19,861,599.58	4.35
	TOTAL REPORT	20,764,481.00	.00	210,476.28	692,405.14	19,861,599.58	4.35



Board of County Commissioners

AGENDA ITEM

Meeting: 06/11/2024
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter Smith
DOC ID: 14064
Legal Request Number:
Bid/Contract Number: 19-R00007 Q#94

TITLE

Final Close-Out of Contract With Seggie Custom Builders, LLC, for Terrace Wall Project at West Hernando Branch Library (Contract No. 19-R00007; Amount: \$9,085.57)

BRIEF OVERVIEW

The Westside Library Terrace Wall Project was awarded by the Board on April 25, 2023, Doc Id. No. 12161, to Seggie Custom Builders, LLC in the amount of \$81,144.41. This project is Quote No. Ninety-Four (94) under Contract No. 19-R00007 Construction Services under \$200K.

Change Order One (1) was for the additional work on the gutter system and a time extension of 30 days due to inclement weather, increasing the Contract by \$2,352.81 from \$81,144.41 to \$83,497.22.

Change Order Two (2) was an administrative no cost change to date of completion from February 11, 2024, to March 12, 2024.

Change Order Three (3) was a time extension of 30 days for additional work needed and an increase of \$10,573.13 for the additional work. The new completion date is April 11, 2024, increasing the Purchase Order from \$83,497.22 to \$94,070.35.

Change Order Four (4) was an administrative change to correct the Purchase Order. The requested increase on Change Order Three in the amount of \$10,573.13 was not added to purchase order at that time. Purchase Order amount is \$94,070.35.

Change Order Five (5) was to decrease Purchase Order by \$3,558.88 for gutters and downspouts not able to be installed due to roof line, decreasing the Purchase Order from \$94,070.35 to \$90,511.47

The Final Contract amount is \$90,511.47 (PO No. 23000886).

The work has been completed and Seggie Custom Builders, LLC has submitted its Final Pay Application No. Four (4) in the amount of \$9,085.57.

All releases properly include Hernando County. Seggie Custom Builders, LLC has signed a release of lien. All notices of lien or claims of lien have been released on the project.

FINANCIAL IMPACT

Funding in the amount of \$9,085.57 is available in the following account: **Fund: 0011 - General Fund, Department: 01701 - Facilities Maintenance, Account: 5304601 - Repairs / Maint - B&G.** The applicable balance sheet Retainage amount associated with this job will also be zeroed out, as confirmation the project was completed to satisfaction. **Fund: 0011 -**

General Fund, **Account: 2050214** - Retainage - Seggie CSTM BLD.

LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended the Board approve final pay Request No. Four (4) in the amount of \$9,085.57 to Seggie Custom Builders, LLC to close out Quote 94 Westside Library Terrace Wall Project under Contract No. 19-R00007 Construction Services under \$200K.

The final Contract amount is \$90,511.47, an increase of \$9,367.06 from BOCC award.

REVIEW PROCESS

Charlene Elliot	Escalated	05/22/2024 11:19 AM
Craig Becker	Approved	05/23/2024 10:39 AM
Tameka Thompson	Approved	05/24/2024 3:21 PM
Carla Rossiter-Smith	Approved	05/30/2024 8:06 AM
Albert Bertram	Approved	05/30/2024 8:29 AM
Pamela Hare	Approved	05/30/2024 10:28 AM
Melissa Tartaglia	Approved	05/30/2024 1:49 PM
Heidi Kurppe	Approved	05/30/2024 2:43 PM
Toni Brady	Approved	06/03/2024 9:10 AM
Jeffrey Rogers	Approved	06/03/2024 12:31 PM
Colleen Conko	Approved	06/03/2024 3:03 PM



**BOARD OF COUNTY
COMMISSIONERS HERNANDO
COUNTY, FLORIDA WORK
AUTHORIZATION**

This Contract, entered into this 25th day of April, 2023 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Seggie Custom Builders hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER \$200K

RFQ NO. 19-R00007/BK

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

A. The Contract Documents for RFQ 19-R00007/BK consist of the following:

Solicitation-Offer-Award
(Cover Page)

Required Forms
(Section VI)

Advertisement of Request for Qualifications
(Section I)

Request for Quote

Definitions
(Section II)

Work Authorization and Required Documents After Award

Solicitation Document
(Section III)

Construction Agreement and Required Documents After Award
(Section IX)

General Conditions for Quotes
(Section IV)

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

Special Conditions for Quotes
(Section V)

All addenda issued by the County prior to the receipt of Quotes 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 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 Quote
 2. Documentation submitted by Vendor/Contractor after to Notice of Award:
 - a. Insurance Certificate
- B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
 2. Change Order(s)
- C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).
- D. There are no Contract Documents other than those listed in this Article.
- E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

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 **Engineer of Record Name**, for the plans and specifications. **Project Manager Name, or Project Manager's Supervisor Name** will act as the Owner'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:

- A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

- A. Vendor/Contractor agrees that the work will be substantially complete within **days to substantial completion** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **days to final completion** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

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 **to be determined by each Construction Project**. 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.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Quote.

ARTICLE 5 – PAYMENT PROCEDURES**5.01** Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. Owner 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, Part VII, Ch. 218.735, F.S. (current version), 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:

1. Prior to Completion of fifty percent (50%) of the Project, 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 Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:
 - a. Ninety percent (90%) of work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
2. Upon Completion of fifty percent (50%) of the Project, 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 Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:
 - a. Ninety-five percent (95%) of work completed (with the balance being retainage); and
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
3. Upon Completion of the fifty percent (50%) of the Project, the Vendor/Contractor may make application for payment of up to fifty percent (50%) of all retainage amount held by the Owner, and the Owner shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version) unless the Owner has grounds for withholding said payment.

5.03 Final Payment:

A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as 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 Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, National Pollutant Discharge Elimination System (NPDES) – Florida Department of Environmental Protection (FDEP) Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

- 6.01** All monies not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

- 7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

- A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the RFQ Documents.
- B. Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- C. Vendor/Contractor is aware of the general nature of work to be performed.
- D. 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:

- A. Terms used in this Agreement will have the meanings stated in the Contract Documents.

- 8.02** Assignment of Contract:

- A. 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, monies 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** Successors and Assigns:

- A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

- 8.04** Severability:

- A. 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 Owner 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.

8.05 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.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for each Construction Project as assigned.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]

By: JOHN ALLOCCO

Title: CHAIRMAN

[CORPORATE SEAL]

Heidi Kuppe, Deputy Clerk

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

20 N. Main St

Brooksville, FL 34601

VENDOR/CONTRACTOR
SEGGIE CUSTOM BUILDERS LLC

[Signature]

By: JOHN SEGGIE

Title: PRES.

[CORPORATE SEAL]

[Signature]

Attest: Melissa Brewer

Title: Operations Manager

Address for giving notices:

Agent for service of process:

Approved as to Form and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

2. Scope of Work

+

Add optional description to section

+ 1. Scope of Work: Specifications

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Remodel of specified area in building as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.

Contractor to provide surveying, A/E, sign & sealed plans, and all permits required to complete project.

Owner shall provide to contractor concept drawings & notes for direction in PDF format. CAD drawing available upon request.

Contractor must provide owner schematic drawings for review at 60% and 100% for approval before proceeding with 100% sign & sealed construction drawing.

Owner will schedule a pre-construction meeting with contractor once contractor receives sign & sealed construction drawing from A/E and before permitting.

For construction, contractor must follow plans and specification per A/E

During construction any unforeseen condition are discovered report discovery to owner and A/E immediately

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.

All work shall comply with the latest version of Florida Building code, Florida Mechanical code and Florida Energy code.

Contractor will be responsible for final clean-up of renovated area.

+ 2. Scope of Work: Performance Schedule

Performance Schedule: 60 days substantial completion, 30 days final completion.

+ 3. Scope of Work: Work Products Required

Work Products Required: N/A

+ 4. Minimum Qualifications

Per terms of under 200k contract.

SECTION I – QUOTE INSTRUCTIONS**1. TIMETABLE:**

Date of Distribution:	<u>March 8, 2023</u>
Pre-Quote Conference:	<u>March 15, 2023 at 10:00am</u>
Last Date of Inquiries:	<u>March 24, 2023 at 4:00pm</u>
Quotes Due:	<u>March 31, 2023 at 4:00pm</u>

2. LOCATION OF THE WORK:

- 2.1. The work to be performed in this Contract will be performed at **6335 Blackbird Ave. Brooksville, FL 34613** in Hernando County, Florida.

3. PRE-QUOTE CONFERENCE:

- 3.1. A Pre-Quote Conference will be held **March 15, 2023** at **10:00 AM** at **6335 Blackbird Ave. Brooksville, FL 34613. Conference Room**

4. TIME OF COMPLETION:

- 4.1. 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 Thirtieth (30) calendar days after the date indicated on the Notice to Proceed. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

5. LIQUIDATED DAMAGES:

- 5.1. Vendor/Contractor 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 Quote 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) of one hundred (\$100.00) per day. 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.

SECTION II – SCOPE AND SPECIFICATIONS**6. SCOPE OF WORK:**

- 6.1. The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Remodel of specified area in building as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.
- 6.2. Contractor to provide surveying, A/E, sign & sealed plans, and all permits required to complete project.
- 6.3. Owner shall provide to contractor concept drawings & notes for direction in PDF format. CAD drawing available upon request.
- 6.4. Contractor must provide owner schematic drawings for review at 60% and 100% for approval before proceeding with 100% sign & sealed construction drawing.
- 6.5. Owner will schedule a pre-construction meeting with contractor once contractor receives sign & sealed construction drawing from A/E and before permitting.

- 6.6. For construction, contractor must follow plans and specification per A/E
- 6.7. During construction any unforeseen condition are discovered report discovery to owner and A/E immediately
- 6.8. 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.
- 6.9. All work shall comply with the latest version of Florida Building code, Florida Mechanical code and Florida Energy code.
- 6.10. Contractor will be responsible for final clean-up of renovated area.

7. GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS:

- 7.1. Refer to Exhibit "A" for Concept Drawings with notes.

END OF SECTION II - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



AGENDA ITEM

TITLE

Award of Contract to Seggie Custom Builders, LLC, for Terrace Wall Project at West Hernando Branch Library (Contract No. 19-R00007/DK; Amount: \$81,144.41)

Award of Contract to Seggie Custom Builders, LLC, for Terrace Wall Project at West Hernando Branch Library (Contract No. 19-R00007/DK; Amount: \$81,144.41)

BRIEF OVERVIEW

On May 14, 2019, the Board approved Contract No. 19-R00007/BK Request for Qualifications for Construction Services Under \$200K, Doc Id. No. 15661, prequalifying nine (9) Contractors for four (4) Construction Categories. The Procurement Department was to bring to the Board any quote that exceeded the ABR of \$35,000.00.

On March 8, 2023, the Hernando County Facilities Department solicited Quote No. 94 under Contract No. 19-R00007/BK to provide for Engineering and Construction Services to remodel and build a terrace wall at the Westside Library.

The requested remodel and build of the terrace wall are to remedy the currently occurring ground erosion.

The quote was sent to the six (6) Pre-qualified Contractors under Category D: Facilities. One (1) response was received.

Quoter	Quote
--------	-------

Seggie Custom Builders, LLC	\$81,144.41
-----------------------------	-------------

Hernando County Facilities Department is recommending award of Quote No. 94 to Seggie Custom Builders for the Remodel and Build of the Terrace Wall at the West Side Library in accordance with Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funds are available from the Hernando County Library Budget Line Item Expense Account No. 0011-04601-5304601 Library Repair & Maintenance in the amount of \$81,144.41.

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 work authorization for the approval of Quote No. 94 under Contract No. 19-R00007/BK, to Seggie Custom Builders, LLC for the Terrace Wall at the West Side Library in the amount of \$81,144.41. It is further recommended that the Board authorize the Chief Procurement Officer to approve change orders as they become necessary and required.

The Contract requires that any cost above the ABR of \$35K requires Board purchase approval.

REVIEW PROCESS

Debbie Merritt	Approved	04/18/2023	3:31 PM
Craig Becker	Approved	04/18/2023	4:46 PM
Christopher Linsbeck	Approved	04/18/2023	4:51 PM
Carla Rossiter-Smith	Approved	04/19/2023	7:51 AM
Pamela Hare	Approved	04/19/2023	8:29 AM
Victoria Anderson	Approved	04/19/2023	8:43 AM
Heidi Kurppe	Approved	04/19/2023	9:38 AM
Scott Herring	Approved	04/19/2023	9:43 AM
Jeffrey Rogers	Approved	04/19/2023	10:05 AM
Colleen Conko	Approved	04/19/2023	10:48 AM

<p>RESULT: ADOPTED</p> <p>MOVER: Steve Champion</p> <p>SECONDER: Brian Hawkins</p> <p>AYES: Allocco, Narverud, Champion, Campbell and Hawkins</p>
--



DEPARTMENT OF PUBLIC WORKS

AQUATIC SERVICES ♦ ENGINEERING ♦ FACILITIES ♦ ROADS/BRIDGES ♦ STORMWATER ♦ TRAFFIC ♦ WATERWAYS

1525 EAST JEFFERSON STREET ♦ BROOKSVILLE, FLORIDA 34601
P 352.754.4060 ♦ F 352.754.4423 ♦ W www.HernandoCounty.us

MEMORANDUM

TO: Fran Hallet, Procurement Coordinator

FROM: Sam Burdin
Project Manager

DATE: May 1, 2024

SUBJECT: **Westside Library Terrace Wall R00007-94**

The Westside library terrace wall is now completed. I am forwarding the following documents for processing.

1. Final Pay App #4 with Retainage. Total \$9,085.57
2. Final Release of Liens
3. Final Completion Letter from Contractor
4. Final Inspection Results
5. Contractors Warranty
6. Final Payment Check List
7. Vendor Performance Evaluation

Please proceed with the agenda item to the Board of County Commissioners for final approval for Westside Library Terrace Wall.

Funding is available for Pay Request No.4 in the amount \$4,800.00 in the following account:
01701-5304601

Retainage account 0011-2050214 in the amount of \$ 4,285.57

The original purchase order amount was \$81,144.41 revised by five (5) change orders which increased the contract amount by \$9,367.06 and resulted in a final contract amount of \$90,511.47. If additional information is needed, please contact me. Thank you.

SB

Pc via email: Charlene Elliott Finance Specialist
Craig Becker Facilities Manager



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER ATTN: Attn: HC Facilities Department
 1525 E. Jefferson Street
 Building A
 Brooksville, FL 34601-2849

FROM CONTRACTOR: Seggie Custom Builders, LLC
 Address: 8494 Eldridge Rd.
 Spring Hill, FL 34608
 Phone: 352-585-2319

PROJECT NAME: WSL Terrace Wall
 PURCHASE ORDER #: 23000886
 APPLICATION NO: 4 FINAL
 CONTRACT NO: 19-R00007-94
 PERIOD FROM: 3/25/2024
 PERIOD TO: 3/28/2024
 CONTRACT DATE: 6/21/2023

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below in connection with the Contract.

1 ORIGINAL CONTRACT SUM	\$	81,144.41
2 NET CHANGE BY CHANGE ORDERS	\$	9,367.06
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	90,511.47
4 TOTAL COMPLETED & STORED TO DATE	\$	90,511.47
5 RETAINAGE:	\$	-
5 % of Completed Work and Stored Material		
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	90,511.47
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior request)	\$	81,425.90
8 CURRENT PAYMENT DUE	\$	9,085.57
9 BALANCE TO FINISH, INC RETAINAGE (Line 3 Less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved previously	\$12,925.94	
Total changes approved this pay		\$ (3,558.88)
TOTALS	\$12,925.94	\$ (3,558.88)
NET CHANGES by Change Order		\$ 9,367.06

I hereby 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:
 By: [Signature] 3/28/2024

NOTARY SEAL:
 State Of: Florida
 Subscribed and sworn to before me this 28th day
 of March, 2024
 My Commission expires: Mississippi

MELISSA RENA BREWER
 Commission # HH 135410
 Expires May 30, 2025
 Booked thru Budget Notary Services

Approved By: [Signature]
 Title: Project Manager

\$ 9,085.57
 Amount: 4/12/24
 Date:

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$90,511.47 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Seggie Custom Builders, LLC. on the job of Westside Library Terrace Wall to the following described property:

6335 Blackbird Avenue
Brooksville, FL 34613

THIS RELEASE IS CONDITIONED UPON THE CLEARANCE OF CHECK TENDERED BY SEGGIE CUSTOM BUILDERS, LLC IN PAYMENT IN THE AMOUNT STATED HEREIN. IF COLLECTED FUNDS ARE NOT RECEIVED BY LIENOR UPON DEPOSIT OF THE CHECK TENDERED, THIS WAIVER AND RELEASES SHALL BECOME NULL AND VOID.

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

DATED on 4/3/24

Lienor: Seggie Custom Builders, LLC.
8494 Eldridge Road
Spring Hill, FL 34608

By: [Signature]
Authorized Signature

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

STATE OF FLORIDA
COUNTY OF Hernando

Sworn to (or affirmed) and subscribed before me this 3rd day of April, 2024, by John Seggie

[Signature]
Official Notary Signature

 NOTARY PUBLIC
STATE OF FLORIDA
MELISSA RENA BREWER
Commission # HH 135410
Expires May 30, 2025

Personally Known

OR
 Produced identification; Type of Identification Produced _____



SEGGIE CUSTOM BUILDERS

Commercial / Residential

Build-Renovate

1409 Kass Circle, Spring Hill 34606

Office 352-835-3532 # CBC1254900

April 3, 2024

To whom it may concern:

RE: Project 19-R00007-94
6335 Blackbird Avenue
Brooksville, FL 34613

Seggie Custom Builders is at "Final Completion" as of March 29, 2024 at the project Westside Library Terrace Wall.

DATED on 4/3/24

Lienor: Seggie Custom Builders, LLC
8494 Eldridge Road
Spring Hill, FL 34608

By: *John Seggie*
(Lienor's Signature)

STATE OF FLORIDA
COUNTY OF Hernando

Sworn to (or affirmed) and subscribed before me this 3rd day of April, 2024, by John Seggie

Melissa Brewer
Official Notary Signature



MELISSA RENA BREWER
Commission # MH 135410
Expires May 30, 2025
Bonded Thru Budget Notary Services

Name of Notary Typed, Printed or Stamped

Personally Known

OR

Produced identification; Type of Identification Produced _____

HERNANDO COUNTY CONSTRUCTION CONTRACT
FINAL PAYMENT CHECKLIST

Bid No: _____ Project No: 19-R00007-94 Date: 5/1/24

Contractor Name: Seggie Custom Builders

The following items have been secured by the Facilities department for the project known as
Westside Library Terrace Wall

Contract No: 19-R00007-94, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$81,144.41 Final Contract Price (including all change orders): \$90,511.47

Performance Bond Increase Required: Yes No

Date of Notice to Proceed: 11/13/23 Amount of Liquidated Damages: \$ 0.00 N/A

Substantial Completion Time:* 60 Calendar Days

Substantial Completion Time (including Change Orders):* 113 Calendar Days

Final Completion Time:* 90 Calendar Days

Final Completion Time (including Change Orders):* 143 Calendar Days

Actual Substantial Completion Time:* 113 Calendar Days

Actual Final Completion Time (including Change Orders):* 143 Calendar Days

Completed		
Yes	No	
<u>X</u>	_____	1. All Punch List items completed _____ (Date).
<u>X</u>	_____	2. Warranties and Guarantees assigned to County.
<u>X</u>	_____	3. General one year warranty from Contractor <u>3/29/24</u> (Effective Date).
<u>N/A</u>	_____	4. Operation and Maintenance manuals for equipment and system.
<u>N/A</u>	_____	5. Record drawings obtained.
<u>N/A</u>	_____	6. County personnel trained on system and equipment operation.
<u>X</u>	_____	7. Certificate of Occupancy _____ or Compliance <u>X</u> .
<u>X</u>	_____	8. Certificate of Substantial Completion* <u>2/28/24</u> (Date)
<u>N/A</u>	_____	9. Department's Final Inspection Report* when Applicable. _____ (Date)
<u>X</u>	_____	10. Final Payment Certification and Affidavit from Contractor.
<u>X</u>	_____	11. Owner's Representative's Certificate of Final Inspection. _____ (Date)
<u>N/A</u>	_____	12. DBE Participation Certification and justification letter from Contractor (If Applicable).

FINAL PAYMENT CHECKLIST (Continued)

Completed		
Yes	No	
<u>X</u>	<u> </u>	14. Release of Liens
<u>N/A</u>	<u> </u>	15. Consent of Surety
<u>N/A</u>	<u> </u>	16. As-Built Documents (Signed and Sealed)
<u>X</u>	<u> </u>	17. Vendor Performance Form _____
<u>N/A</u>	<u> </u>	18. Final Funding Agency Approval, if applicable
<u>N/A</u>	<u> </u>	19. Others: Specify:

If any of the above are not applicable, indicate by N/A.

If No is checked to any of the above, explain here: _____

Comments: Additional days were added due to weather conditions and additional work added to scope

Signed: 
 Department Director or Designee

Date: 5/10/2024

* These Completion Times and/or Dates to be used, when appropriate, in administering the liquidated damages provision of the Contract Documents.

cc: Purchasing & Contracts

**HERNANDO COUNTY PURCHASING AND CONTRACTS
VENDOR PERFORMANCE EVALUATION
Construction Projects**

Vendor/Firm: Seggie Custom Builders	County Dept.: Facilities	Contract # and Description: 19-R00007-94 Westside Library Terrace Wall
--	-----------------------------	---

The Purchasing and Contracts Department would like your opinion of this Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future A/E contracts.

Fran Hallet

Return completed form to: _____

This information will also be shared with the Contractor to inform them of commendable as well as deficient areas in their service.

Design Phase	Rating Scale:	Poor	Average	Excellent		
Knowledge and understanding of job scope		①	②	③	④	⑤
Ability to comply with specifications		①	②	③	④	⑤
Speed and efficiency of work		①	②	③	④	⑤
Adequacy of manpower and crew mix		①	②	③	④	⑤
Quality of workmanship		①	②	③	④	⑤
Response to changes in scope, schedule, manpower		①	②	③	④	⑤
Ability to suggest innovative methods		①	②	③	④	⑤
Early identification of problems and timely resolution		①	②	③	④	⑤
Submission of updated and revised progress schedules		①	②	③	④	⑤
Quality of supervision		①	②	③	④	⑤
Coordination and control of subcontractor(s)		①	②	③	④	⑤
Enforcement of safety procedures		①	②	③	④	⑤
Adherence to schedule		①	②	③	④	⑤
Adequacy of materials		①	②	③	④	⑤
Storage of materials		①	②	③	④	⑤
Adequacy of housekeeping and site clean-up		①	②	③	④	⑤

SELECTION CRITERIA: genledgr.fund='0011'
 ACCOUNTING PERIOD: 8/24

FUND - 0011 - GENERAL FUND

ACCOUNT	TITLE	DEBITS	CREDITS
1011109	CASH IN BANK- B OF A CC	25,962.55	
1011110	CASH IN BANK-BOA CC-RECR	95,314.06	
1011111	CASH IN BANK-BOA CC-LIBR	14,543.35	
1011112	CASH IN BANK-BOA CC-PARKS	55.00	
1011113	CASH IN BANK-BOA CC-CODE	56,552.05	
1011114	CASH IN BANK-BOA CC-FINAN	2,429.24	
1011115	CASH IN BANK-BOA CC-TRANS	4,821.25	
1021001	CHANGE FUND-LIBRARY	620.00	
1021005	CHANGE FUND-CODE ENFORCMT	200.00	
1021006	CHANGE FUND-ANIMAL CONTRL	400.00	
1021007	CHANGE FUND-PLANNING ADM	250.00	
1029080	DEPOSIT-PALLETS	120.00	
1029081	DEPOSIT-UTILITIES W/HCUD	400.00	
1029083	DEPOSIT-CITY OF BVILLE	1,010.00	
1029093	DEPOSIT-EMG RESERVE	500,000.00	
1040001	EQUITY IN POOLED CASH	88,482,789.95	
TOTAL *	CASH	89,185,467.45	.00
1151014	ACCTS REC-DISPUTED PCARD	23.97	
1151015	ACCTS REC-PROPERTY MGMT	416,094.68	
1151016	ACCTS REC-PROP MNT/CLERK	5,170.00	
1151021	ACCTS REC-CIVIL REST-CRLO	330,360.38	
1151041	ACCTS REC-PARKS/FACILITY	12,278.40	
TOTAL *	ACCOUNTS RECEIVABLE	763,927.43	.00
1170015	EST UNCOLL A/R-PROP MAINT		416,094.68
1170016	EST UNCOLL A/R-RCRDNG FEE		5,170.00
1170021	EST UNCOLL-A/R CRLO		330,360.38
1170041	EST UNCOLL A/R-PARKS-FAC		7,828.40
TOTAL *	EST UNCOLL ACCT RECBL	.00	759,453.46
1329031	ADVANCES TO MPO #1031	450,000.00	
TOTAL *	ADVNC TO OTHR FND-L/T	450,000.00	.00
1330102	DUE FROM STATE-GRANTS	7,939.16	
1330210	DUE FROM FED GOVT-GRANTS	356,172.43	
TOTAL *	DUE FRM OTHR GOVT	364,111.59	.00
1330308	DUE FRM CCC-OTHER FEES	65.10	
1330310	DUE FRM HCSO-OTHER FEES	6,300.00	
TOTAL *	DUE FRM CONST OFFICER	6,365.10	.00
1350002	ACCR INTEREST REC-GASB 87	54,686.00	
TOTAL *	INTEREST/DIVIDEND REC	54,686.00	.00
1550001	PREPAID EXPENSES	55,228.18	
1560002	LEASE REC ST-GASB 87	262,510.00	
1569002	LEASE REC LT-GASB 87	6,021,932.00	
TOTAL *	PREPAID EXPENSES	6,339,670.18	.00
TOTAL ASSETS		97,164,227.75	759,453.46

SELECTION CRITERIA: genledgr.fund='0011'
 ACCOUNTING PERIOD: 8/24

FUND - 0011 - GENERAL FUND

ACCOUNT	TITLE	DEBITS	CREDITS
2010001	VOUCHERS PAYABLE	163,633.61	
TOTAL *	VOUCHERS PAYABLE	163,633.61	.00
2020001	ACCOUNTS PAYABLE		90.00
2020014	ACCTS PAY-BUS DEV SLSTAX		600.00
2020021	ACCTS PAY-REC FEE-CRLO		230.00
2020034	ACCTS PAY-SALES TAX-OTHR		19.52
2020045	ACCTS PAY-HCRD REFUNDS		106.50
2020048	ACCTS PAY-SLS TX-PK USE		102.39
2020050	ACCTS PAY-SALES TAX RECR		3,589.22
2020126	ACCTS PAY-BOA PCARD	1,391,878.41	
TOTAL *	ACCOUNTS PAYABLE	1,391,878.41	4,737.63
2050067	RETAINAGE-GOODWIN CONST		63,769.87
2050112	RETAINAGE-LYRIC SERVICES		1,833.85
2050214	RETAINAGE-SEGGIE CSTM BLD		38,720.15
2050237	RETAINAGE-SUPERIOR ASPHLT		32,516.50
2050241	RETAINAGE-MCS-MSN CRTCL		10,674.88
TOTAL *	CONTRACTS PAYABLE	.00	147,515.25
2080105	DUE TO STATE-UNCLAIMED FD		16,677.31
2080201	DUE TO FED GOVT		1,500.00
TOTAL *	DUE TO OTHER GOVT	.00	18,177.31
2080303	DUE TO CLERK OF COURT		8,015.36
2080305	DUE TO SHERIFF		616.66
TOTAL DUE TO CONST OFFICER		.00	8,632.02
2200003	DEP IN ESC-RECR KEYS		5,445.00
2200009	DEP IN ESC-FACILITY SCRPTY		2,050.00
2200014	DEP IN ESC-60622 CCLN		107.41
2200016	DEP IN ESC-194131 CCLN		73.97
2200018	DEP IN ESC-61266 CCLN		62.01
2200019	DEP IN ESC-1143355 CCLN		76.46
2200020	DEP IN ESC-195103 CCLN		183.62
2200023	DEP IN ESC-CCLN		1,392.97
2200030	DEP IN ESC-NSP1 LNS		10.00
2200081	DEP IN ESC-CYPRESS LAKES		600.00
2203006	DEP IN ESC-ACQ & DEMO GRT		1,208.43
TOTAL *	DEPOSITS	.00	11,209.87
2230000	UNEARNED REVENUES		271,237.01
2230033	UNEARNED REVENUE-GRANTS		91,550.00
2230041	UNEARNED REV-HCRD NON-TAX		155.45
2230070	UNEARNED REV-LEASE FEES		672.00
TOTAL *	DEFERRED REVENUES	.00	363,614.46
TOTAL LIABILITIES		1,555,512.02	553,886.54

SUNGARD PENTAMATION
DATE: 05/30/2024
TIME: 08:16:44

HERNANDO CO BOARD OF CO COMMISSIONERS
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 3
STATMN11

SELECTION CRITERIA: genledgr.fund='0011'
ACCOUNTING PERIOD: 8/24

FUND - 0011 - GENERAL FUND			
ACCOUNT	TITLE	DEBITS	CREDITS
TOTAL *	CONTROL BALANCES	343,211,874.09	360,260,319.51
2710001	BEGINNING FUND BALANCE		74,242,946.35
TOTAL *	FUND BAL-UNRESERVED	.00	74,242,946.35
2900215	DEF INFLOW-LEASE GASB 87		6,115,008.00
TOTAL *	DEF INFLOW OF RESOURCE	.00	6,115,008.00
	TOTAL EQUITIES	343,211,874.09	440,618,273.86
	TOTAL GENERAL FUND	441,931,613.86	441,931,613.86
	TOTAL REPORT	441,931,613.86	441,931,613.86

SELECTION CRITERIA: exp1edgr.key_orgn='01701'
 ACCOUNTING PERIOD: 8/24

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-510 * PERSONAL SERVICES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/BUD
5101200	SALARIES & WAGES-REGULAR	1,574,131.00	102,406.58	.00	900,251.87	673,879.13	57.19
5101212	SALARY-MARKET ADJUSTMENT	15,386.00	.00	.00	.00	15,386.00	.00
5101220	SALARIES & WAGES-ON CALL	12,543.00	726.00	.00	5,974.50	6,568.50	47.63
5101400	SALARIES & WAGES-OVERTIM	40,000.00	5,034.76	.00	50,795.40	-10,795.40	126.99
5101501	SPECIAL PAY-STIPENDS	2,480.00	.00	.00	2,325.00	155.00	93.75
5102100	FICA TAXES-MATCHING	121,569.00	7,881.94	.00	69,905.50	51,663.50	57.50
5102200	RETIREMENT CONTRIBUTIONS	227,423.00	14,541.55	.00	129,204.25	98,218.75	56.81
5102300	LIFE & HEALTH INSURANCE	528,554.00	30,348.77	.00	245,643.98	282,910.02	46.47
5102400	WORKERS COMP PREMIUMS	49,012.00	3,405.06	.00	29,831.65	19,180.35	60.87
	TOTAL * PERSONAL SERVICES	2,571,098.00	164,344.66	.00	1,433,932.15	1,137,165.85	55.77

1ST SUBTOTAL-530 * OPERATING EXPENSES

5303101	PROFESSIONAL SERVICES	535,000.00	.00	422,278.25	12,930.00	99,791.75	81.35
5303401	CONTRACTED SERVICES	94,411.00	.00	33,534.00	14,672.50	46,204.50	51.06
5303410	CONTR SRV-JANITORIAL/PES	14,150.00	.00	.00	.00	14,150.00	.00
5303413	CONTR SRV-MOWING	53,700.00	4,600.00	27,600.00	25,300.00	14,800.00	98.51
5303436	CONTR SRV-TEMP LABOR	.00	5,159.07	.00	26,532.36	-26,532.36	.00
5303496	CONTR SRV-JAIL	20,519.00	.00	11,042.00	4,305.00	5,172.00	74.79
5303497	CONTR SRV-PEST CTRL-JAIL	9,230.00	.00	.00	.00	9,230.00	.00
5304004	TRAVEL & PER DIEM-CLASS	150.00	.00	.00	.00	150.00	.00
5304101	COMM SVC,DEVICES,ACCESSR	17,496.00	1,116.78	.00	6,770.15	10,725.85	38.70
5304205	POSTAGE AND FREIGHT	100.00	.00	.00	24.45	75.55	24.45
5304301	UTILITY SRV-ELEC/WTR/SWR	605,000.00	41,491.69	.00	383,105.58	221,894.42	63.32
5304303	UTILITY SRV-WTR,SWR,LPGA	75,000.00	.00	.00	26,507.56	48,492.44	35.34
5304304	UTILITY SRV-TRASH REMOVA	8,687.00	1,282.70	2,863.00	5,108.20	715.80	91.76
5304401	RENTAL/LEASE-EQUIPMENT	500.00	.00	.00	.00	500.00	.00
5304405	RENTAL/LEASE-BUILDINGS	208,149.00	17,345.67	.00	138,321.66	69,827.34	66.45
5304501	INSURANCE & BONDS-PREMIU	66,977.00	.00	.00	15,286.42	51,690.58	22.82
5304601	REPAIR/MAINT-BLDG & GRD	1,580,895.00	33,528.80	215,010.85	993,253.03	372,631.12	76.43
5304602	REPAIR/MAINT-VEHICLES	26,914.00	.00	.00	15,948.23	10,965.77	59.26
5304603	REPAIR/MAINT-EQUIPMENT	7,000.00	.00	.00	1,676.84	5,323.16	23.95
5304606	REPAIR/MAINT-SOFTWARE	7,745.00	.00	.00	924.37	6,820.63	11.94
5304631	REPAIR/MAINT-JAIL	125,000.00	13,105.00	20,411.97	40,608.09	63,979.94	48.82
5304902	ADVERTISING-OTHER	150.00	.00	.00	3.83	146.17	2.55
5304920	OPER EXP-TAXES	124,801.00	.00	.00	.00	124,801.00	.00
5304924	FEES/COSTS-PERMIT APPLN	1,406.00	.00	.00	129.46	1,276.54	9.21
5304953	FEES/COSTS-FLT GPS TRCKN	8,220.00	.00	.00	6,504.50	1,715.50	79.13
5304955	FEES/COSTS-FLT CAP RECV	62,958.00	.00	.00	24,143.44	38,814.56	38.35
5304956	FEES/COSTS-FLT FCLTY AL	1,828.00	.00	.00	1,630.22	197.78	89.18
5304957	FEES/COSTS-FLEET/ADMIN	7,980.00	.00	.00	3,395.00	4,585.00	42.54
5304965	FEES / COSTS-NEW HIRES	1,105.00	.00	.00	220.06	884.94	19.91
5304970	FEES/COSTS-T.S. CAP RECV	4,910.00	.00	.00	4,910.00	.00	100.00
5305101	OFFICE SUPPLIES	2,500.00	.00	.00	370.01	2,129.99	14.80
5305201	OPERATING SUPPLIES	33,500.00	.00	.00	13,798.03	19,701.97	41.19
5305202	GAS, OIL & LUBRICANTS	48,235.00	.00	.00	12,361.85	35,873.15	25.63
5305205	CLOTHING & UNIFORM APPRL	5,000.00	.00	.00	.00	5,000.00	.00

SUNGARD PENTAMATION
 DATE: 05/30/2024
 TIME: 08:14:50

HERNANDO CO BOARD OF CO COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
 EXPSTA11

SELECTION CRITERIA: exp1edgr.key_orgn='01701'
 ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOALED 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
5305209	JANITORIAL SUPPLIES	28,500.00	.00	5,935.09	7,139.18	15,425.73	45.87
5305216	INSECTICIDES & PESTICIDE	500.00	.00	.00	364.87	135.13	72.97
5305264	UNCAPITALIZED EQUIPMENT	1,500.00	.00	.00	.00	1,500.00	.00
5305274	UNCAP EQUIP-TECH	2,800.00	.00	.00	.00	2,800.00	.00
5305506	EDUC-TRAINING & TUITION	1,409.00	.00	.00	.00	1,409.00	.00
5305510	EDUC-TUITION REIMBURSEMN	6,400.00	.00	.00	.00	6,400.00	.00
TOTAL * OPERATING EXPENSES		3,800,325.00	117,629.71	738,675.16	1,786,244.89	1,275,404.95	66.44
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606101	LAND ACQUISITION	250,000.00	.00	.00	.00	250,000.00	.00
5606201	BLDGS-CONSTN AND/OR IMP	3,692,156.00	.00	130,401.30	291,871.66	3,269,883.04	11.44
5606401	EQUIPMENT \$5,000 OR MORE	32,500.00	26,878.00	3,987.00	27,688.00	825.00	97.46
TOTAL * CAPITAL OUTLAY		3,974,656.00	26,878.00	134,388.30	319,559.66	3,520,708.04	11.42
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5951210	TRNSF-HLTH SELF INS(5121	55,500.00	.00	.00	.00	55,500.00	.00
TOTAL *TRANSFERS TO OTHER FUN		55,500.00	.00	.00	.00	55,500.00	.00
TOTAL FACILITIES MAINTENANCE		10,401,579.00	308,852.37	873,063.46	3,539,736.70	5,988,778.84	42.42
TOTAL GENERAL FUND		10,401,579.00	308,852.37	873,063.46	3,539,736.70	5,988,778.84	42.42
TOTAL REPORT		10,401,579.00	308,852.37	873,063.46	3,539,736.70	5,988,778.84	42.42



AGENDA ITEM

TITLE

Utilization of Sourcewell Contract With CXT, Inc., for Dining Hall Restroom Building at Chinsegut Hill Retreat and Conference Center (Amount: \$105,977.75)

BRIEF OVERVIEW

On April 18, 2024, Hernando County Facilities submitted a request to Procurement to piggyback the Sourcewell Contract 081721-CXT, to provide restrooms with a contract expiration of October 15, 2025. The Contract provides for one (1) additional one (1) year renewal period.

Hernando County Facilities requests piggyback approval with CXT, Inc., a L.B. Foster Company, to provide those Contract services for the remaining contract term and with one additional one-year renewal, in the estimated spend amount of \$105,977.75.

Hernando County Procurement Department has assigned No. 24-P0120S to this Contract for tracking purposes.

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 \$105,977.15, is available in Hernando County Chinsegut Hill Facilities:

Fund: 0011 - General Fund, **Department: 01703** - Chinsegut Hill Facilities, **Account: 5606201** - Bldgs-Constn and/or Imp.

LEGAL NOTE

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

RECOMMENDATION

It is recommended the Board approve the utilization of Sourcewell Contract No. 081721-CXT (Hernando County File No. 24-P0120S) with CXT, Inc., a L.B. Foster Company, for the contract term with one additional one-year renewal, in the estimated spending amount of \$105,977.75.

It is further recommended the Board approve 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 budgeted amounts.

REVIEW PROCESS

Craig Becker	Approved	05/21/2024	1:04 PM
Tameka Thompson	Escalated	05/23/2024	5:26 PM

Albert Bertram	Approved	05/24/2024	11:06 AM
Carla Rossiter-Smith	Approved	05/30/2024	8:17 AM
Albert Bertram	Approved	05/30/2024	9:05 AM
Pamela Hare	Approved	05/30/2024	10:39 AM
Melissa Tartaglia	Approved	05/30/2024	1:57 PM
Heidi Kurppe	Approved	05/30/2024	2:57 PM
Toni Brady	Approved	06/03/2024	9:06 AM
Jeffrey Rogers	Approved	06/03/2024	12:32 PM
Colleen Conko	Approved	06/03/2024	3:04 PM



Board of County Commissioners

Meeting: 01/29/19 09:00 AM
Department: Purchasing & Contracts
Prepared By: Diane Kafirissen

AGENDA ITEM

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



SOURCEWELL – PARTICIPATION AGREEMENT

Sourcewell Master Agreement No.: 081721-CXT
Contract Category: Restroom and Shower Facility Solutions
Awarded Contractor: CXT Incorporated
WASHINGTON MASTER CONTRACT NO.: 02620

This Participation Agreement for the above referenced Sourcewell Master Agreement (“Participation Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and CXT Incorporated, a Delaware corporation, (“Contractor”) and is dated and effective as of December 27, 2021.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. *See* RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. *See* RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services’ participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). *See* Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).
- D. Pursuant to an Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, Enterprise Services may participate in and authorize participation in competitively procured Sourcewell Master Agreements.
- E. In regard to the above-referenced Sourcewell Master Agreement, Enterprise Services timely provided public notice, through Washington’s Electronic Business Solutions (WEBS) system, of the competitive solicitation process conducted by Sourcewell.

- F. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Sourcewell Master Agreement to Contractor.
- G. Enterprise Services has determined that participating in this Sourcewell Master Agreement is in the best interest of the State of Washington.
- H. The purpose of this Participation Agreement is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Master Agreement as conditioned by this Participation Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participation Agreement covers the above-referenced contract category for the above-referenced Sourcewell Master Agreement with the above-referenced awarded Contractor.
2. **PARTICIPATION:** Pursuant to this Participation Agreement and the Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, the above-referenced Sourcewell Master Agreement may be utilized by the following, each of which is an authorized eligible purchaser ("Purchaser"):
 - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) **MCUA PARTIES.** The Sourcewell Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participation Agreement, each Purchaser agrees to be bound by the terms and conditions of this Participation Agreement, including the Sourcewell Master Agreement. Each Purchaser is responsible for its compliance with such terms and conditions.

3. **STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:**

- 3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participation Agreement, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractor must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of this Participation Agreement, which term shall run from the effective date of this Participation Agreement until the end of the Sourcewell Master Agreement; Provided, however, that Enterprise Services may terminate this Participation Agreement earlier by written notice. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participation Agreement.
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.
 - (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - The Washington Master Contract No.: **02620**
 - The Sourcewell Master Agreement No.: **081721-CXT**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth above, if not already included on the face of the check.
 - (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participation Agreement or the exercise of any other remedies as provided by law.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
 - (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.
- 3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participation Agreement and at the time any order is placed pursuant to the above-referenced Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participation Agreement and the three (3) year period immediately preceding this Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
 - (b) **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit

discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (c) EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (d) COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants, that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor’s personnel (including subcontractors) who perform this Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor’s Proclamation, Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), as further amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021). Contractor further represents and warrants that Contractor:
- Has reviewed and understands Contractor’s obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), as further amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
 - Has developed a COVID-19 Vaccination Verification Plan for Contractor’s personnel (including subcontractors) that complies with the above-referenced Proclamation;
 - Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;

- Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
 - Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.
- 3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**
- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participation Agreement, Contractor is authorized to provide only those goods and/or services set forth in the above-referenced contract category for the above-referenced Sourcewell Master Agreement as conditioned by this Participation Agreement. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other goods and/or services.
 - (b) **PURCHASE ORDERS.** To utilize the Sourcewell Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
 1. Sourcewell Master Agreement No. **081721-CXT**;
 2. Washington Master Contract No. **02620**;
 3. Purchase Order amount; and
 4. Purchaser's contact information (i.e., name, address, telephone number, email).
 - (c) **INVOICES.** Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the following:
 1. Sourcewell Master Agreement No. **081721-CXT**;
 2. Washington Master Contract No. **02620**;
 3. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 4. Applicable Purchaser's order number;
 5. Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **PRIMARY CONTACTS:** The primary contacts for this Participation Agreement are as follows (or their named successors):

CXT Incorporated

606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

Attn: Gary Burger
Tel: 254.717.0912
Email: GBurger@LBFoster.com

State of Washington

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Contract Specialist - Team Cedar
Tel: 360.407.2215
Email: DESContractsTeamCedar@des.wa.gov

5. **SUBCONTRACTORS AND DEALERS, DISTRIBUTORS, AND/OR RESELLERS:** Contractor is authorized, without additional consent, to utilize its Designated Subcontractors, Dealers, Distributors, and/or Resellers ("Subcontractors") to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcewell Master Agreement and this Participation Agreement. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participation Agreement, and, upon request, promptly provide Enterprise Services with such list and any updates.

- (a) **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Sourcewell Master Agreement (including, but not limited to, COVID-19 Vaccination Verification, insurance requirements, indemnification, Washington State business registration, etc.) flow down to any and all Subcontractors. In no event shall the existence of a subcontract between Contractor and its Subcontractor operate to release or reduce Contractor's liability to Enterprise Services or any Purchaser for any breach of the Sourcewell Master Agreement or this Participation Agreement. As to Enterprise Services and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Subcontractors.
- (b) **PURCHASER PAYMENT REGARDING CONTRACTOR'S SUBCONTRACTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Sourcewell Master Agreement and this Participation Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement.
- (c) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Sourcewell Master Agreement's records retention requirements.

6. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Purchaser for any good and/or service in the above-referenced contract category for the above-referenced Sourcewell Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcewell Master Agreement as conditioned by this Participation Agreement.

7. **RECORDS RETENTION & PUBLIC RECORDS:**

- (a) **RECORDS RETENTION.** Enterprise Services shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- (b) **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by the relevant public records act of the Participant's jurisdiction. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under a Participants' public records act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

8. **GENERAL:**

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participation Agreement and Sourcewell Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participation Agreement may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participation Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participation Agreement and that its execution, delivery, and performance of this Participation Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **NO AGENCY.** The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- (d) **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- (e) **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- (f) **ELECTRONIC SIGNATURES.** A signed copy of this Participation Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participation Agreement or such other ancillary agreement for all purposes.

- (g) COUNTERPARTS. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participation Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participation Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Its: Acting Enterprise Procurement Manager

CXT INCORPORATED,
A DELAWARE CORPORATION

By: Gary Burger 1/11/22
Gary Burger
Its: Director of Commercial Operations

CXT, Inc.

Prefabricated concrete buildings

#081721-CXT

Maturity Date: 10/15/2025

Website: cxtinc.com/buildings 

Products & Services 
Buy Sourcewell
Documents
Contact Information

- Flush & vault restrooms
- Concession & shower buildings
- Multipurpose buildings
- Delivered complete
- Ready to use

Additional information can be found on the vendor-provided, nongovernment website at: cxtinc.com/buildings 

Buy Sourcewell

Login to unlock more contract features.

Username



Solicitation Number: RFP 081721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract 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.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 paid under the insurance policies required by this Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **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 certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **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 Contract will comply with applicable requirements as referenced above.

F. **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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

CXT Incorporated

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
10/13/2021 | 1:44 PM CDT
Date: _____

DocuSigned by:
Gary Burger
By: 5464A28DD55E4E9...
Gary Burger
Title: Director of Commercial Operations
10/13/2021 | 1:04 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
10/13/2021 | 1:49 PM CDT
Date: _____

RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: CXT Inc
Does your company conduct business under any other name? If yes, please state: Texas
Address: 606 N Pines Rd
Suite 202
Spokane Valley, WA 99206
Contact: Gary Burger
Email: gburger@lbfoster.com
Phone: 254-717-0912
Fax: 509-928-8270
HST#: 91-1498650

Submission Details

Created On: Thursday August 05, 2021 08:25:50
Submitted On: Monday August 16, 2021 17:40:42
Submitted By: Gary Burger
Email: gburger@lbfoster.com
Transaction #: e2e4d01f-edb9-43db-94e2-bfb8f254c124
Submitter's IP Address: 99.14.154.122

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CXT Incorporated
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Proposer Physical Address:	606 N. Pines Rd Suite 202 Spokane Valley, WA 99206
5	Proposer website address (or addresses):	www.cxtinc.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Gary Burger, Director of Commercial Operations, 606 N Pines Rd Suite 202, Spokane Valley WA 99206, gburger@lbfoster.com, 254-717-0912
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gary Burger, Director of Commercial Operations, 606 N Pines Rd Suite 202, Spokane Valley WA 99206, gburger@lbfoster.com, 254-717-0912
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>L.B. Foster Company</p> <p>Lee B. Foster was only 20 years old when he founded the company in 1902 that bears his name. L.B. Foster Company has grown for more than a century to become a leader in the manufacture, fabrication and distribution of infrastructure products and materials.</p> <p>Foster began the company to service a transportation need he recognized while growing up around his father's oil business in Titusville, Pennsylvania. Lee saw that his father received many inquiries from mines, logging camps, and quarries about the availability of relay (used) train rail. Because no truck transportation existed at the time, permanent and temporary rail spurs were the only means for transporting heavy materials to and from jobsites near and far. New rail was costly, and Foster saw an opportunity to resell rail that had been retrieved from abandoned and replaced railroads and urban transit systems.</p> <p>To encourage the sale of used material, Lee Foster initiated a guarantee that set his firm apart from others and contributed greatly to his success: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction became a core company value and remains today at the forefront of the L.B. Foster customer service policy.</p> <p>In addition to transportation products, L.B. Foster Company began to focus on other infrastructure-related industries for new expansion. Today the company markets its products to businesses involved in transportation, construction, energy, utility, recreation, and agriculture.</p> <p>In 1999 the company acquired CXT Incorporated, a leading manufacturer of engineered concrete products for railroad and recreation markets. This acquisition positioned L.B. Foster to better serve customers with a comprehensive line of mainline, transit and industrial rail products. The purchase of CXT also expanded the company into the production of recreational and multi-purpose precast concrete buildings.</p> <p>CXT Incorporated</p> <p>CXT® was started in 1987 as a joint venture of Costain and Con-Force to build concrete railroad ties (CXT stands for concrete crossing ties) in the U.S. for the Burlington Northern railroad. The company was placed in Spokane, Washington due to its proximity to high quality aggregates, and both Burlington Northern and Union Pacific rail lines. In 1991 CXT management created an ESOP to buy the business from the two companies. CXT Concrete Buildings was started in July 1992 as CXT's third division, (the others were the Concrete Railroad Ties and the Paver and Segmental Retaining Wall Divisions). The initial order was for 11 single vault waterless restrooms with the Idaho Panhandle National Forest. In 1999, CXT was purchased by L.B. Foster Company and became a wholly owned subsidiary of L.B. Foster.</p> <p>In 2001, CXT expanded into its second 120,000 square foot manufacturing facility in Hillsboro Texas. The plant serves the southern and central U.S.</p> <p>In 2013 CXT was awarded its first Sourcewell contract. The contract has grown each year and expanded its sales in all markets. Many of our customers were first time Sourcewell users and we are proud that we helped expand the Sourcewell Cooperative contract purchasing membership.</p> <p>In 2014 L.B. Foster acquired Carr Concrete a leading manufacturer of engineered concrete products in the eastern U.S. Carr Concrete became a division of CXT. The acquisition positioned CXT to better serve customer in the eastern U.S. with a 130,000 sq.ft. of production based in Waverly, West Virginia.</p> <p>In 2019 The Spokane, Washington operations were moved to Nampa, Idaho. The new 79,000 square feet will centralize manufacturing to CXT's existing and prospective customer base.</p> <p>In 2020 L.B. Foster acquired LarKen Precast who manufactures standard and custom engineered precast concrete products, LarKen is a well-known manufacturer in the Boise, Idaho area that distributes their products primarily for state and municipal wastewater, irrigation and electrical applications servicing the southwest and central Idaho, as well as eastern Oregon regions. LarKen Precast became a division of CXT. Our all concrete design withstands hurricanes, earthquakes, heavy snow loads and the worst that vandals can bring. The buildings come in a variety of styles to meet the needs of city, county, state, education, and federal customers. In the last 20+ years CXT has produced and shipped over 25,000 units nationally and internationally</p>
10	What are your company's expectations in the event of an award?	CXT expects to continue to expand its sales using Sourcewell contract. CXT is a proud member and used our direct sales force to help promote the benefits of the cooperative purchasing approach for all products available on Sourcewell contract. At our current growth rate we expect Sourcewell to be 25% of our overall sales (\$4M sold through Sourcewell per quarter) and if awarded again we expect that to continue to grow to 30% of overall sales.
11	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.	See attached financial statements for L.B. Foster Company (file 2020-LBFosterAnnualReport.pdf). L.B. Foster is a publicly traded company at FSTR on Nasdaq. CXT is a wholly owned subsidiary of LB Foster and falls under LB Foster Infrastructure group. LB Foster continues to have strong financial results even during these difficult times. LB Foster is positioned to continue to grow. CXT is a vital division of LB Foster and a major focus for growth in the future.
12	What is your US market share for the solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We have done internal studies that have found the North American market to be around \$100m in 2016, with our 2016 sales at \$40m. That would put our market share at approximately 40%. Currently we expect to reach \$64M in 2021, but also think the market has grown and our share doesn't exceed 50%.
13	What is your Canadian market share for the solutions that you are proposing?	No data exists for the Canadian market that we are aware of. We sold \$500,000 in 2020.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

15	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?	CXT is a manufacturer with a sales force that sells directly to the end users. The sales force are employees of CXT. Each current sales employee has gone through Sourcewell University. This direct sales to end user model fits extremely well with the Sourcewell contract. The Sourcewell member deals directly with CXT and had no middle man in regards to sales, service, or warranty.
16	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.	CXT holds several dozen licenses, certifications, and certificates. Of these, most concern the manufacture of CXT's concrete building line and are specifically aimed at the manufacturing process. The most important of these are the following: PCI certified, ISO 9001 certified and IAS compliant.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither CXT nor L.B. Foster has been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																												
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2013 Best plant finalist – Industry Week Magazine; 2014 Best Plant Award – Industry Week Magazine; 2016, ISO 9001, ISO 14001 and OSHA 18001 certified.																												
19	What percentage of your sales are to the governmental sector in the past three years	2020 94% 2019 93% 2018 94%																												
20	What percentage of your sales are to the education sector in the past three years.	2020 1% 2019 <1% 2018 1%																												
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CXT holds contracts in the following five states for some or all of our product line being submitted in this proposal: Kansas, Missouri, Oregon, Pennsylvania, Washington. We hold no other Coop contracts. The goal is to eliminate these state contracts and use Sourcewell. <table border="1" style="margin-left: 40px;"> <tr> <td></td> <td>2019</td> <td>2018</td> <td>2017</td> </tr> <tr> <td>Kansas</td> <td>\$100,000</td> <td>\$100,000</td> <td>\$100,000</td> </tr> <tr> <td>Missouri</td> <td>\$200,000</td> <td>\$220,000</td> <td>\$1,000,000</td> </tr> <tr> <td>Oregon</td> <td>\$1,700,000</td> <td>\$1,800,000</td> <td>\$1,700,000</td> </tr> <tr> <td>Pennsylvania</td> <td>\$1,200,000</td> <td>\$200,000</td> <td>\$200,000</td> </tr> <tr> <td>Washington</td> <td>\$2,000,000</td> <td>\$1,500,000</td> <td>\$2,300,000</td> </tr> <tr> <td>Utah</td> <td>\$1,000,000</td> <td>\$800,000</td> <td>\$1,000,000</td> </tr> </table>		2019	2018	2017	Kansas	\$100,000	\$100,000	\$100,000	Missouri	\$200,000	\$220,000	\$1,000,000	Oregon	\$1,700,000	\$1,800,000	\$1,700,000	Pennsylvania	\$1,200,000	\$200,000	\$200,000	Washington	\$2,000,000	\$1,500,000	\$2,300,000	Utah	\$1,000,000	\$800,000	\$1,000,000
	2019	2018	2017																											
Kansas	\$100,000	\$100,000	\$100,000																											
Missouri	\$200,000	\$220,000	\$1,000,000																											
Oregon	\$1,700,000	\$1,800,000	\$1,700,000																											
Pennsylvania	\$1,200,000	\$200,000	\$200,000																											
Washington	\$2,000,000	\$1,500,000	\$2,300,000																											
Utah	\$1,000,000	\$800,000	\$1,000,000																											
22	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?	CXT holds GSA contract GS07F0602N <table border="1" style="margin-left: 40px;"> <tr> <td></td> <td>2019</td> <td>2018</td> <td>2017</td> </tr> <tr> <td>Total Sales</td> <td>\$2,500,000</td> <td>\$5,000,000</td> <td>\$2,400,000</td> </tr> </table>		2019	2018	2017	Total Sales	\$2,500,000	\$5,000,000	\$2,400,000																				
	2019	2018	2017																											
Total Sales	\$2,500,000	\$5,000,000	\$2,400,000																											

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
PA COSTARS	Kathy Garman	714-346-4056
State of Washington	Leslie Edwards	360-407-8416
State of Utah	Garret K. Johnston	801-957-7135

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
United States Army Corps of Engineers (includes all regions and districts covering the US, including District of Columbia DC	Government	District of Columbia - DC	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000 - \$1,000,000	2020 \$3,000,000 2019 \$2,900,000 2018 \$1,800,000
National Forest Service (includes all regions and districts covering the US, including the District of Columbia DC	Government	District of Columbia - DC	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000-\$500,000	2020 \$1,000,000 2019 \$800,000 2018 \$2,100,000
Utah State Parks	Government	Utah - UT	Includes purchase of products from our "standard" line of buildings including site work.	\$40,000-\$1,000,000	2020 \$2,000,000 2019 \$1,000,000 2018 \$800,000
State of Washington	Government	Washington - WA	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000-\$200,000	2020 \$1,000,000 2019 \$2,000,000 2018 \$1,800,000
State of Oregon	Government	Washington - WA	Includes purchase of products from our "standard" line of buildings including site work.	\$20,000-\$300,000	2020 \$1,000,000 2019 \$1,700,000 2018 \$1,800,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *
25	Sales force.	CXT has seven dedicated outside sales managers. Each sales manager is responsible for sales, marketing, and sales service in their respective geographic region. In addition to the outside sales force, we employ three dedicated inside sales professionals, a logistics department, warranty department, engineering department and scheduling department. These departments, including sales, report to a Director of Commercial Operations. Each sales member has gone through Sourcwell training. The Sourcwell member is directly dealing with a CXT (employee) on all transactions.
26	Dealer network or other distribution methods.	CXT does not utilize a dealer network. Sourcwell members get direct from the factory pricing.
27	Service force.	CXT has a comprehensive and formal service force to handle all our customers' needs post sale. To install our buildings properly, we use CXT certified, independently owned installation crews (eight national and one international). These crews are responsible for the installation, troubleshooting and immediate warranty work on all buildings placed. Each installation crew is trained by CXT via required on-site training sessions held once a year. In addition to our install crews, we utilize a toll-free number for service related questions, web based replacement parts ordering system and CXT employed and dedicated warranty department with three full time employees to handle any and all post sales needs or situations. Sourcwell members deal directly with CXT.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are managed, processed, and executed by CXT. Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire); order processed at CXT (PO verified, drawings generated, questions generated to customer); drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.
29	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.	CXT operates and manages a very comprehensive customer service program. This starts with the initial call for questions regarding our products and does not end. Since a majority of our customers are repeat customers, service is extremely important to our business. CXT's service program consists of handling our prospect or customers service needs quickly (within hours not days) and concisely. CXT accomplishes this by using our entire inside and outside sales staff, warranty department and CXT certified installation crews to answer, troubleshoot and fix any and all service related questions. We also utilize web-based videos and FAQ's on our website that give quick answers to everyday questions and issues our customers encounter on a daily basis.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	CXT has three plants nationwide, Nampa ID, Hillsboro TX, and Waverly WV that service the entire US will keeping the cost of delivery to a minimum. There are no geographical sites or market segments in the United States that we will not be servicing via the Sourcwell contract.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	CXT plants can provide products into all of Canada. There are no geographical sites or market segments in Canada that we will not be servicing via the Sourcwell contract.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CXT has no offshore contract requirements, apart from shipping costs. We actively sell our products to Alaska, Hawaii, Japan, Canada, and Mexico (to name a few offshore markets). Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CXT utilizes a direct to member sales strategy. Our direct sales approach allows the members to deal exclusively with CXT. This also allows us to lead every contact with Sourcewell contract information. Each piece of literature, web site, even email signatures will identify Sourcewell by use of logo, and contract number. Each sales call (150+ per month) will discuss the advantage of Sourcewell and cooperative purchasing. All trade shows (30+ per year) will have Sourcewell banners and membership information. All advertising will have Sourcewell logo and contract information. CXT will continue to drive every order toward usage of the Sourcewell contract and deliver the message of the advantages that using Sourcewell offers.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CXT uses our web site www.cxtinc.com to generate and track lists of possible customers and tailor that list to drill down what exactly our customers are looking for. CXT uses broadcast email that contain the Sourcewell logo and contract information to generate leads and interest. More and more customers are using the internet to do their research, and this is no different for the parks and recreation concrete building industry. Our web site allows members to easily download drawings, specifications and request a quote for a unit. CXT uses Google AdWords to generate top search and optimizes it search through meta tags.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been a great partner in our marketing. CXT uses Sourcewell logo and contract information in all marketing. This has attracted members to contact CXT for information. Our Sourcewell contract manager has done an excellent job talking potential customers through the Sourcewell process and how cooperative purchasing works and can benefit them. The Sourcewell web site does a great job explaining the process to potential customers. Sourcewell member list is used by our sales force to cross reference current members with prospects that we are working with. If they are not a member we show the how easy it is to become a member and how easy it is to contact Sourcewell for more information.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CXT does utilize an E-procurement ordering process right now for our parts and is creating a configurator for our web site that will build out and provide a drawing of the building they are looking for. We discuss yearly, the possibility of an E-procurement program for ordering our buildings, but with all the possible components that go into one of our buildings and the large dollar component to buying a building, our customers still need a quote and have to generate a PO for purchasing a unit. The Sourcewell contract has made purchasing easy, so with our product, we do not feel that the customer would benefit from E-procurement at this time. But, as stated we look at changing every year.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	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.	CXT does offer training for our customers and we do it using several different avenues. First, we use our web site as a first line of product training. On our site, we offer all of our standard building cut sheets, drawings and specifications for reference, tutorial videos to see installation of our products, worksheets to determine trucking requirements, troubleshooting videos for common problems and maintenance manuals both online and delivered with each building. CXT offers onsite training for our customers to go over our product line, project needs and building maintenance suggestions at no charge. Customer's are followed up with a survey after delivery to determine their overall satisfaction. 90% of our orders are from returning customers and having Sourcewell makes that return buy easier.
40	Describe any technological advances that your proposed products or services offer.	CXT is the leader in the concrete building market which is due in large part to our continuing success in using technological advances in the manufacturing process of our buildings. Over the last 25 years, we have honed our skill at manufacturing the highest quality product on the market. Just a few of the ways we have accomplished this is the addition of LED lighting on the interior and exterior of all buildings as a standard for all Sourcewell customers. All plumbing fixtures are the latest in low flow high efficiency flushing. We have also evolved many of our offerings floor plans to meet the ever-changing market place to meet ADA and gender specific requirements. And due to the pandemic we offer units that easily allow for use without a concern for social distancing, and are easy to sanitize. Our designs and innovations have largely been driven by listening to Sourcewell members needs.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CXT has continued to provide the "greenest" building on the market. Our product uses the latest in lighting, plumbing and materials. The buildings provide LEED credits for our customers' projects allowing them to meet top energy, water, and efficiency standards
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nothing specific, but all of our fixtures are the latest in low water volume, and minimum electrical use on the market that meets building codes.
43	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.	CXT is a wholly owned subsidiary of LB Foster Co. Unfortunately, we do not qualify for any small business, women or minority owned designations. CXT does utilize as many small businesses as possible for its vendor program. Over 60% of our companies spend is directed to SBE's and all certified installers are SBE's with Veteran owned, and Women owned.
44	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?	At CXT there are many ways that separate our business from our competitions starting with our indoor assembly line manufacturing process to the buildings themselves using all concrete designs that will not rot, rust, warp or burn. Although these and many of the attributes discussed earlier give our product the edge in the marketplace, CXT's major difference from the competition is our commitment to the product and the staff. CXT makes concrete buildings at our three manufacturing facilities and run 365 days of the year. This commitment and the people who work to keep the plants running are what separate us from the rest. CXT has provided Sourcewell members the highest quality buildings and service for the last four years and hope to continue to provide this to Sourcewell members in the future.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	YES. CXT provides a one (1) year warranty, on the building and all of the components. If a manufactured component has a longer warranty, (ex our interior LED lights have a lifetime vandalism warranty) that warranty is passed on and honored for the customer.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty is for standard use and design loads. We do not warranty against vandalism and acts of God.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty covers repair of replacement of all items which includes all costs to perform work related to warranty.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	NO, all regions are covered.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All other non-concrete components will carry a one (1) year warranty. Any component that carries a longer manufacturing warranty will be passed on to the customer and honored.
50	What are your proposed exchange and return programs and policies?	CXT will repair or replace all items.
51	Describe any service contract options for the items included in your proposal.	CXT has no service contracts available. The product is extremely durable and requires minimal maintenance.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	All buildings meet ADA, and all local building codes and design criteria. All buildings are required to meet local code inspections.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our internal metric is customer satisfaction. And we survey to insure that customer is 100% satisfied with the building.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Net 30 days after submission of the invoice to the purchaser on approved credit, Wire transfer and check.
55	Describe any leasing or financing options available for use by educational or governmental entities.	We offer a leasing solution through NCL Government Capital.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire); order processed at CXT (PO verified, drawings generated, questions generated to customer); drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, not at this time.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Our price on our Sourcwell work sheets are the discounted price for members. See file SourcwellPriceSheets.zip Pricing of the building and all options are easily clicked on and added up on our price sheets. The sheets are sent to members with the freight and any optional items requested. The pricing includes the offloading and set up at site. Members have a place to add their member number and an estimated lease rate from NCL is shown. Open market items are also listed in a separate area, along with freight for complete cost clarity.
59	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.	CXT is offering a 10% discount off of buildings on our Commercial building price list. It represents our best discount offered. The pricing is the same that is currently offered to Sourcwell members.
60	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcwell discount is the best offered. CXT will negotiate with Members on large orders on a case by case basis.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	Our price sheets identify all "open market" custom option items requested by the member. They will be priced at cost plus 30% for Members. Standard non-member pricing is cost plus 40%.
62	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.	Cost of any PE stamped drawings and state inspection fee's that are required will be added as a line item on all price sheets for complete clarity. All required taxes are not include.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB plant pre-paid and add. A line item is included on all Sourcwell price sheets for complete clarity. All building prices include the offload and setting of the building at site.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All building pricing includes the cost of the crane to offload and set the building at site for Sourcwell members.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell will be the best available price for Members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	All entities orders are checked to insure that they are Members prior to price offer. If not the entities are asked to join. All orders are checked to insure that the ordering entity is a member and has provided Sourcwell Membership details. CXT has designated Sourcwell price sheets that must come in on all Sourcwell orders. From there, all orders then follow our ISO 9001 process to insure they are tracked and entered with the membership information. All membership information is part of the entities account information and segregated in our system and tracked. Every quarter a report is pulled of the invoiced orders that are tracked and sent to Sourcwell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcwell orders are measured as a percentage of total sales each month/QTR and year, with a current goal to meet 25% of all sales running through Sourcwell.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%. Equal to our current fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CXT offers a full line of precast concrete restroom, shower, concession, and utility buildings. The units come in multiple sizes and designs that offer the users a low cost, easy to maintain building, that ships ready to use and installs in hours not days. Our buildings include all concrete designs and withstand hurricanes, floods, earthquakes, and the extremes of vandals. The buildings meet all codes, including ADA, and current electric and plumbing codes. Included on the Sourcewell pricing are 6 waterless vault style, 9 flush style, 4 shower units, 4 concession units, and 2 utility units. We also offer a customizable unit that allows members to mix and match of create a floor plan that works for them. See worksheets for a description of each unit offered.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Waterless and water style units. Storage, concession, and utility (pump house, telecommunication) use.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Flush, waterless (vault), or compostable toilets and restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Flush, and vault restrooms. Ability to mix or match units to meet members requirements.
73	Showers and changing rooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Showers changing rooms. Ability to mix or match units to meet members requirements.
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of units offered. Floor plants can be mixed or matched to meet Members needs.
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of Parts and accessories, plus the ability to pick unique fixtures to meet Members needs.
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Units can be "customized" while still being able to purchase off of Sourcewell. Floor plans can be altered to meet Member needs. Sourcewell pricing includes the delivery, offload, site prep and installation at site. Site evaluation is free. All units are fully warranted by CXT and we handle all of the repairs.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Installation is included in the price of each building. CXT contracts the crane and has certified dedicated crews that perform the work. When ordered the Sourcewell member is asked for a date they would like to see the building delivered. From there, we work to produce, ship, and offload to meet that schedule. Roughly 2-4 weeks prior to the date of delivery, CXT confirms the site/member is ready to receive the building. A specific date and time are set for the delivery of the building and the trucking, crane, and installation crew are scheduled. On the date scheduled the crew offloads, and sets the building on the customer site. Once set, the crew will insure that all items are complete and the building is ready to use. At that point the crew have a walk through with the member representative and a signoff is given. Sourcewell members have a line item option of having CXT connect to site utilities', or perform that themselves on the flush, shower and concession room buildings. CXT can also perform the site pad and stub up work on these types of buildings for members. On vault restroom buildings, Sourcewell members have the line item of CXT doing the earthwork - digging, backfilling, compacting the hole for the vaults of the vault restrooms. The goal is to have a building set and ready to use in a very short period of time to help eliminate extensive site supervision time by the member. Also to give the member whatever level of service they need to get the building in to meet their budgets. Depending on size of the building, typically CXT can have the building ready to use in as little as 4 hours, and not longer than 3 days on large multi-section buildings.
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	CXT has all concrete construction. The building cannot rot, rust, burn down, and insects can't eat it. Siding and roofing will never need to be replaced. The walls and roof are cast in textured to match a wide option of simulated textures, including wood, block, brick and stone and give the appearance the member is looking for without the worry of replacing exterior finishes. All plumbing fixtures are wall mounted and valve and pipes are placed in chase area, not exposed to the public to keep them from being broken/vandalized. Stainless steel fixtures are available as an option for plumbing. And interior LED lights come with a lifetime warranty protection from vandalism. Every design CXT has is designed for durability, vandal resistance and low maintenance by the member.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sheets.zip - Monday August 16, 2021 17:32:41
- [Financial Strength and Stability](#) - 2020 LBFoster Report.pdf - Tuesday August 10, 2021 11:04:14
- [Marketing Plan/Samples](#) - Ad-Brochure-LEED.zip - Tuesday August 10, 2021 11:08:27
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - CXT Warranty.docx - Tuesday August 10, 2021 16:25:55
- [Standard Transaction Document Samples](#) - CXT-InstallQuestionnaire-v3.pdf - Friday August 13, 2021 11:21:57
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Gary Burger, Director Of Commercial Operations, LB Foster / CXT 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 contractual obligations contemplated in the bid.

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_1_Restroom_and_Shower_Facilities_RFP_081721 Thu August 5 2021 02:29 PM	☑	2



**SOURCEWELL
STATE OF MINNESOTA**

Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-11

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 Thiel and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher
and the following voted against: (list names here or “NONE”)
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - May 2021**

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Tires and Related Equipment, Supplies, and Services

Restrooms and Related Solutions

Roadway Construction Equipment

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Epson America, Inc.	030321-EPS	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
HP, Inc.	030321-HPC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Konica Minolta Business Solutions USA, Inc.	030321-KON	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Ricoh USA, Inc.	030321-RCH	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Sharp Electronics Corporation	030321-SEC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Toshiba America Business Solutions, Inc.	030321-TOS	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Xerox Corporation	030321-XOX	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Convergint Technologies, LLC	030421-CTL	"Facility Security Systems, Equipment, and Software with Related Services"
Johnson Controls Fire Protection, LP	030421-JHN	"Facility Security Systems, Equipment, and Software with Related Services"
Siemens Industry, Inc.	030421-SIE	"Facility Security Systems, Equipment, and Software with Related Services"
Stanley Convergent Security Solutions,	030421-SCS	"Facility Security Systems, Equipment, and Software with Related Services"
Tyco Integrated Fire and Security dba Johnson Controls	030421-TIS	"Facility Security Systems, Equipment, and Software with Related Services"
Ariens Company	031121-ACO	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Bobcat Company	031121-CEC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Cub Cadet	031121-MTD	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Deere & Company	031121-DAC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Generac Power Systems	031121-GNR	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Husqvarna Professional Products	031121-HSQ	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Hustler Turf Equipment Inc.	031121-THE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Kubota Tractor Corporation	031121-KBA	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Old Dominion Brush Company	031121-ODB	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Scag Power Equipment Inc.	031121-SCG	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
The Toro Company	031121-TTC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Woods Equipment Company	031121-WDE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Morbark, LLC	031721-MBI	"Tree Maintenance Equipment, Attachments and Accessories"
Vermeer Corporation	031721-VRM	"Tree Maintenance Equipment, Attachments and Accessories"

APPENDIX A Continued

CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
Carrier Corporation	030817-CAR	"HVAC Systems, Installation and Service with Related Products and Supplies"
Crafco, Inc.	052417-CFC	"Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies"
NEW eziQC CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
eziQC RENEWALS		
Company Name	Contract Number	
Brown & Root	GA-A01-040820-KBR	
Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	
HITT Contracting, Inc.	GA-A03-040820-HCI	
Striker Contracting, LLC	GA-A04-040820-SCL	
Crown Retail Services, Inc.	GA-A05-040820-CRS	
Albion Scaccia Enterprises, LLC	GA-A06-040820-ALB	
Paryani Construction	GA-A07-040820-PAR	
HCR Construction, Inc.	GA-A08-040820-HCR	
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	
Place Services, Inc.	GA-A10-040820-PLA	
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	
Crown Retail Services, Inc.	GA-B03-040820-CRS	
HITT Contracting, Inc.	GA-B04-040820-HCI	
Albion Scaccia Enterprises, LLC	GA-B05-040820-ALB	
Centennial Contractors Enterprises, Inc.	GA-B06-040820-CCE	
Darsey Construction, LLC	GA-B07-040820-DAR	
Place Services, Inc.	GA-B08-040820-PLA	
Ujamaa Construction	GA-B10-040820-UJA	
Darsey Constructionm LLC	GA-C01-040820-DAR	
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	
Albion Scaccia Enterprises, LLC	GA-C03-040820-ALB	
HITT Contracting, Inc.	GA-C04-040820-HCI	
Place Services, Inc.	GA-C05-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-C06-040820-CCE	
Engineering Design Technologies, Inc.	GA-C07-040820-EDT	
Ujamaa Construction	GA-C08-040820-UJA	
Jewel of the South	GA-C10-040820-JOS	
Darsey Constructionm LLC	GA-D02-040820-DAR	
Greene & Burdette Property Management, LLC	GA-D03-040820-GBP	
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	
Albion Scaccia Enterprises, LLC	GA-D05-040820-ALB	
HITT Contracting, Inc.	GA-D06-040820-HCI	
Place Services, Inc.	GA-D07-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	
Ujamaa Construction	GA-D10-040820-UJA	
F.H. Paschen, S.N. Nielsen & Associates,	GA-ST01-040820-FHP	
Prime Contractors, Inc.	GA-ST02-040820-PCI	
JOC Construction	GA-ST03-040820-LRI	
Bayne Development Group	GA-ST04-040820-BDG	
Huper Optik USA, LP	GA-ST05-040820-HOP	
Ward Humphrey, Inc.	GA-ST06-040820-WHI	
Johnson-Laux Construction, LLC	GA-ST07-040820-JLC	
Osprey Management, LLC	GA-ST08-040820-OML	
Astra Construction Services, LLC	GA-ST09-040820-ACS	
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	
LEE Construction Group, Inc.	FL-NEA-GC01-041019-LCI	



**SOURCEWELL
STATE OF MINNESOTA**

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/16/2021

Resolution No. 2021-27

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 Nage1

and the following voted in favor: (list names here)
Wilson, Zylka, Nage1, Thomas, Arts, Kircher

and the following voted against: (list names here or “NONE”)

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nage1
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Fleet Management Services
Medical Supply Catalog Solutions

NEW CONTRACTS		
Supplier Name	Contract Number	Solicitation Title
Active Deployment Systems, Inc.	081721-ADP	"Restroom and Shower Facility Solutions"
Comac Corp./Niu Toilet	081721-NIU	"Restroom and Shower Facility Solutions"
CXT, Inc.	081721-CXT	"Restroom and Shower Facility Solutions"
Public Restroom Company	081721-PRM	"Restroom and Shower Facility Solutions"
Romtec, Inc.	081721-RMT	"Restroom and Shower Facility Solutions"
Michelin North America, Inc.	082521-MLN	"Tires with Related Equipment and Supplies"
United Parcel Service, Inc.	090121-UPS	"Express Courier and Ground Delivery Logistics Services"
National Auto Fleet Group	091521-NAF	"Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories"

CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
The Goodyear Tire & Rubber Company	102517-GTC	"Tires and Related Equipment, Supplies and Services"

NEW eziQC CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
Foti Contracting LLC	OH-R1-GC01-102021-FCL	State of Ohio - Region 1 - General Contracting
F.H. Paschen	OH-R1-GC02-102021-FHP	State of Ohio - Region 1 - General Contracting
Place Services, Inc.	OH-R1-GC03-102021-PLA	State of Ohio - Region 1 - General Contracting
Centennial Contractors Enterprises	OH-R1-GC04-102021-CCE	State of Ohio - Region 1 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R1-GC05-102021-JLC	State of Ohio - Region 1 - General Contracting
The Lusk Group	OH-R1-GC06-102021-LUS	State of Ohio - Region 1 - General Contracting
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	State of Ohio - Region 1 - HVAC/Mechanical
Air Force One	OH-R1-HVAC02-102021-AFO	State of Ohio - Region 1 - HVAC/Mechanical
Place Services, Inc.	OH-R1-E01-102021-PLA	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-E02-102021-LUS	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-RW01-102021-LUS	State of Ohio - Region 1 - Roofing/Waterproofing
The Lusk Group	OH-R1-PA01-102021-LUS	State of Ohio - Region 1 - Paving/Asphalt
The Lusk Group	OH-R1-C01-102021-LUS	State of Ohio - Region 1 - Concrete
The Lusk Group	OH-R1-CC01-102021-LUS	State of Ohio - Region 1 - Civil Contracting
Foti Contracting LLC	OH-R2-GC01-102021-FCL	State of Ohio - Region 2 - General Contracting
Centennial Contractors Enterprises	OH-R2-GC02-102021-CCE	State of Ohio - Region 2 - General Contracting
F.H. Paschen	OH-R2-GC03-102021-FHP	State of Ohio - Region 2 - General Contracting
Place Services, Inc.	OH-R2-GC04-102021-PLA	State of Ohio - Region 2 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R2-GC05-102021-JLC	State of Ohio - Region 2 - General Contracting
Genesis 1 Construction	OH-R2-GC06-102021-GNS	State of Ohio - Region 2 - General Contracting
The Lusk Group	OH-R2-GC07-102021-LUS	State of Ohio - Region 2 - General Contracting
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	State of Ohio - Region 2 - General Contracting
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	State of Ohio - Region 2 - HVAC/Mechanical
Air Force One	OH-R2-HVAC02-102021-AFO	State of Ohio - Region 2 - HVAC/Mechanical
Place Services, Inc.	OH-R2-E01-102021-PLA	State of Ohio - Region 2 - Electrical
G & B Electric Co	OH-R2-E02-102021-GBE	State of Ohio - Region 2 - Electrical
The Lusk Group	OH-R2-RW01-102021-LUS	State of Ohio - Region 2 - Roofing/Waterproofing
The Lusk Group	OH-R2-PA01-102021-LUS	State of Ohio - Region 2 - Paving/Asphalt
The Lusk Group	OH-R2-C01-102021-LUS	State of Ohio - Region 2 - Concrete
The Lusk Group	OH-R2-CC01-102021-LUS	State of Ohio - Region 2 - Civil Contracting
Foti Contracting LLC	OH-R3-GC01-102021-FCL	State of Ohio - Region 3 - General Contracting

APPENDIX A Continued

Centennial Contractors Enterprises	OH-R3-GC02-102021-CCE	State of Ohio - Region 3 - General Contracting
F.H. Paschen	OH-R3-GC03-102021-FHP	State of Ohio - Region 3 - General Contracting
Place Services, Inc.	OH-R3-GC04-102021-PLA	State of Ohio - Region 3 - General Contracting
The Lusk Group	OH-R3-GC05-102021-LUS	State of Ohio - Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC06-102021-JLC	State of Ohio - Region 3 - General Contracting
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	State of Ohio - Region 3 - HVAC/Mechanical
Air Force One	OH-R3-HVAC02-102021-AFO	State of Ohio - Region 3 - HVAC/Mechanical
Place Services, Inc.	OH-R3-E01-102021-PLA	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-E02-102021-LUS	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-RW01-102021-LUS	State of Ohio - Region 3 - Roofing/Waterproofing
The Lusk Group	OH-R3-PA01-102021-LUS	State of Ohio - Region 3 - Paving/Asphalt
The Lusk Group	OH-R3-C01-102021-LUS	State of Ohio - Region 3 - Concrete
The Lusk Group	OH-R3-CC01-102021-LUS	State of Ohio - Region 3 - Civil Contracting
Foti Contracting LLC	OH-R4-GC01-102021-FCL	State of Ohio - Region 4 - General Contracting
Centennial Contractors Enterprises	OH-R4-GC02-102021-CCE	State of Ohio - Region 4 - General Contracting
F.H. Paschen	OH-R4-GC03-102021-FHP	State of Ohio - Region 4 - General Contracting
Place Services, Inc.	OH-R4-GC04-102021-PLA	State of Ohio - Region 4 - General Contracting
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	State of Ohio - Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC06-102021-JLC	State of Ohio - Region 4 - General Contracting
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	State of Ohio - Region 4 - General Contracting
Triton Services, Inc.	OH-R4-GC08-102021-TRS	State of Ohio - Region 4 - General Contracting
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	State of Ohio - Region 4 - HVAC/Mechanical
Air Force One	OH-R4-HVAC02-102021-AFO	State of Ohio - Region 4 - HVAC/Mechanical
Place Services, Inc.	OH-R4-E01-102021-PLA	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-E02-102021-LUS	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-RW01-102021-LUS	State of Ohio - Region 4 - Roofing/Waterproofing
The Lusk Group	OH-R4-PA01-102021-LUS	State of Ohio - Region 4 - Paving/Asphalt
The Lusk Group	OH-R4-C01-102021-LUS	State of Ohio - Region 4 - Concrete
The Lusk Group	OH-R4-CC01-102021-LUS	State of Ohio - Region 4 - Civil Contracting
Foti Contracting LLC	OH-R5-GC01-102021-FCL	State of Ohio - Region 5 - General Contracting
F.H. Paschen	OH-R5-GC02-102021-FHP	State of Ohio - Region 5 - General Contracting
Place Services, Inc.	OH-R5-GC03-102021-PLA	State of Ohio - Region 5 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC04-102021-JLC	State of Ohio - Region 5 - General Contracting
The Lusk Group	OH-R5-GC05-102021-LUS	State of Ohio - Region 5 - General Contracting
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	State of Ohio - Region 5 - HVAC/Mechanical
Air Force One	OH-R5-HVAC02-102021-AFO	State of Ohio - Region 5 - HVAC/Mechanical
Place Services, Inc.	OH-R5-E02-102021-LUS	State of Ohio - Region 5 - Electrical
The Lusk Group	OH-R5-RW01-102021-LUS	State of Ohio - Region 5 - Roofing/Waterproofing
The Lusk Group	OH-R5-PA01-102021-LUS	State of Ohio - Region 5 - Paving/Asphalt
The Lusk Group	OH-R5-C01-102021-LUS	State of Ohio - Region 5 - Concrete
The Lusk Group	OH-R5-CC01-102021-LUS	State of Ohio - Region 5 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - Civil Contracting
ezIQ RENEWALS		
Company Name	Contract Number	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	

APPENDIX A Continued

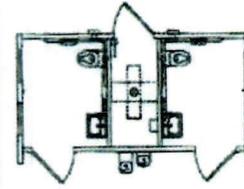
JOC Construction	CO-SE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI	
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI	
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI	
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE	
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI	
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM	
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM	
The Matthews Group	WA-DC-GC01-100120-TMG	
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP	
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
SDB, Inc.	TX-PH-GC-101619-SDB	
Dallas Harmony Construction, LLC.	TX-NT-P-101619-DHC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Teinert Construction	TX-NT-GC-101619-TCB	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
Dallas Harmony Construction, LLC	TX-NT-GC-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-F-101619-DHC	
Teinert Construction	TX-PH-GC-101619-TCB	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
G2 General Contractors	TX-NT-GC-101619-GGC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
WR Construction, Inc.	TX-PH-GC-101619-WRC	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Dallas Harmony Construction, LLC	TX-NT-APC-101619-DHC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
G2 General Contractors	TX-NT-P-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Platinum Roofing, Inc.	MO-KC-R01-111319-PLR	
BKM Construction, LLC	KS-W-GC01-111319-BKM	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	

APPENDIX A Continued

RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	
Platinum Roofing, Inc.	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	
BKM Construction, LLC	KS-E-GC02-111319-BKM	
Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
MTS Contracting, Inc.	KS-E-GC03-111319-MTS	
BKM Construction, LLC	MO-KC-GC02-111319-BKM	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	
Platinum Roofing, Inc.	KS-W-R01-111319-PLR	

CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

*Base Price \$ 65,718.00

Optional Sections			
Restroom* \$65,718	Qty: = \$0	Shower* \$79,479	Qty: = \$0
Family Assist Shower/Restroom Combo* \$76,680	Qty: = \$0	Multipurpose Room \$60,840	Qty: = \$0
Concession* \$76,194	Qty: = \$0		
*Includes 4-gallon water heater.			Total for Optional Sections \$ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		\$ 5,000.00	<input checked="" type="checkbox"/>	5,000.00
Optional Wall Texture (per section)- choose one				5,500.00
	<input checked="" type="radio"/> Split Face Block (\$5,500)			
	<input type="radio"/> Stone (\$7,000)			
Optional Roof Texture (per section)		\$ 5,500.00		0.00
	<input type="checkbox"/> Ribbed Metal			
Insulation and Heaters (per section)		\$ 19,500.00	<input type="checkbox"/>	0.00
Stainless Steel Water Closet (each)	Qty:	\$ 1,750.00	<input type="checkbox"/>	0.00
Stainless Steel Lavatory (each)	Qty:	\$ 1,500.00	<input type="checkbox"/>	0.00
Electric Hand Dryer (each)	Qty: 2	\$ 700.00	<input checked="" type="checkbox"/>	1,400.00
Electronic Flush Valve (each)	Qty:	\$ 1,500.00	<input type="checkbox"/>	0.00
Electronic Lavatory Faucet (each)	Qty:	\$ 1,500.00	<input type="checkbox"/>	0.00
Paper Towel Dispenser (each)	Qty:	\$ 350.00	<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser (each)	Qty: 2	\$ 350.00	<input checked="" type="checkbox"/>	700.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	\$ 100.00	<input type="checkbox"/>	0.00
Baby Changing Table (each)	Qty: 2	\$ 750.00	<input checked="" type="checkbox"/>	1,500.00
Skylight in Restroom (each)	Qty:	\$ 1,600.00	<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each)	Qty:	\$ 2,450.00	<input type="checkbox"/>	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		\$ 2,350.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 5,600.00	<input checked="" type="checkbox"/>	5,600.00
2K Anti-Graffiti Coating (per section)		\$ 4,000.00	<input type="checkbox"/>	0.00
Optional Door Closure (each)	Qty: 2	\$ 700.00	<input checked="" type="checkbox"/>	1,400.00
Fiberglass Entry and Chase Doors and Frames (each)		\$ 3,300.00	<input type="checkbox"/>	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		\$ 1,350.00	<input type="checkbox"/>	0.00
Exterior Frostproof Hose Bib with Box (each)		\$ 1,200.00	<input type="checkbox"/>	0.00
Total for Added Cost Options:				\$ 21,100.00
Custom Options:				\$
Engineering and State Fees:				\$ 9,500.00
Estimated One-Way Transportation Costs to Site (quote):				\$ 9,659.75
Estimated Tax:				\$
Total Cost per Unit Placed at Job Site:				\$ 105,977.75

Estimated monthly payment on 5 year lease \$2,130.15

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.



Company Name

Jack Chambers
[Signature] 3/25/24

CXT Sales Representative

Date

[Signature] 3.25.2024

Company Representative

Date

SELECTION CRITERIA: orgn.fund='0011' and expldedgr.key_orgn='01703'
 ACCOUNTING PERIOD: 8/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT-01703 CHINSEGUT HILL FACILITIES
 1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5303101	PROFESSIONAL SERVICES	17,500.00	.00	45,102.00	21,057.00	-48,659.00	378.05
5303401	CONTRACTED SERVICES	6,092.00	.00	3,806.00	1,465.00	821.00	86.52
5303410	CONTR SRV-JANITORIAL/PES	37,490.00	.00	.00	.00	37,490.00	.00
5303413	CONTR SRV-MOWING	15,950.00	1,100.00	9,900.00	6,050.00	.00	100.00
5304101	COMM SVC,DEVICES,ACCESSR	2,400.00	.00	.00	1,259.76	1,140.24	52.49
5304301	UTILITY SRV-ELEC/WTR/SWR	26,250.00	.00	.00	6,776.49	19,473.51	25.82
5304303	UTILITY SRV-WTR,SWR,LPGA	2,200.00	.00	.00	.00	2,200.00	.00
5304304	UTILITY SRV-TRASH REMOVA	1,146.00	190.86	477.15	668.01	.84	99.93
5304501	INSURANCE & BONDS-PREMIU	55,000.00	.00	.00	54,274.00	726.00	98.68
5304601	REPAIR/MAINT-BLDG & GRD	233,300.00	8,500.00	34,010.51	82,733.22	116,556.27	50.04
5304805	PROMO-WEBSITE&RELATED EX	1,068.00	.00	.00	.00	1,068.00	.00
5304922	FEES/COSTS-OTHER	300.00	.00	.00	.00	300.00	.00
5304924	FEES/COSTS-PERMIT APPLN	50.00	.00	.00	.00	50.00	.00
5305201	OPERATING SUPPLIES	6,000.00	.00	.00	.00	6,000.00	.00
5305264	UNCAPITALIZED EQUIPMENT	5,500.00	.00	.00	.00	5,500.00	.00
	TOTAL * OPERATING EXPENSES	410,246.00	9,790.86	93,295.66	174,283.48	142,666.86	65.22
	1ST SUBTOTAL-560 * CAPITAL OUTLAY						
5606201	BLDGS-CONSTN AND/OR IMP	285,735.00	.00	.00	.00	285,735.00	.00
5606301	IMPROV (GRTR THAN 50,000	75,000.00	.00	.00	.00	75,000.00	.00
	TOTAL * CAPITAL OUTLAY	360,735.00	.00	.00	.00	360,735.00	.00
	TOTAL CHINSEGUT HILL FACILITI	770,981.00	9,790.86	93,295.66	174,283.48	503,401.86	34.71
	TOTAL GENERAL FUND	770,981.00	9,790.86	93,295.66	174,283.48	503,401.86	34.71
	TOTAL REPORT	770,981.00	9,790.86	93,295.66	174,283.48	503,401.86	34.71



AGENDA ITEM

TITLE

Presentation Regarding Fleet Replacement Program With Enterprise Fleet Management for Leasing Light Duty Vehicles

BRIEF OVERVIEW

County staff is investigating alternate ways to provide light duty vehicles and meet the growing demands of the County. The Enterprise Fleet Management program is an alternate way to provide vehicles to Hernando County departments, opposed to Fleet purchasing vehicles and obtaining a loan or taking a draw on the County’s line of credit. Leasing light duty vehicles will reduce the load on Fleet Management for maintenance and repair on leased vehicles allowing technicians to concentrate on heavy equipment, miscellaneous vehicles, and Emergency Services.

Attached is a presentation and supporting documents of the leasing program offered by Enterprise based on the Sourcewell contract pricing structure.

FINANCIAL IMPACT

This is for discussion purposes only.

LEGAL NOTE

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

RECOMMENDATION

If the board reaches a consensus to move forward, staff will prepare the contracts and agreements and present them at a future Board meeting for review and approval.

REVIEW PROCESS

Brenda Peshel	Approved	05/16/2024	9:04 AM
Gordon Onderdonk	Disapprove	05/28/2024	12:30 PM
Brenda Peshel	Approved	05/30/2024	3:56 PM
Gordon Onderdonk	Approved	05/31/2024	3:47 PM
Albert Bertram	Delegated	06/03/2024	2:46 PM
Tameka Thompson	Delegated	06/03/2024	4:48 PM
Albert Bertram	Approved	06/03/2024	4:57 PM
Pamela Hare	Approved	06/04/2024	8:50 AM
Heidi Kurppe	Approved	06/04/2024	10:28 AM
Toni Brady	Approved	06/05/2024	8:38 AM
Jeffrey Rogers	Approved	06/05/2024	9:08 AM
Colleen Conko	Approved	06/05/2024	9:12 AM

Total Fleet

2015 - 2024



Fiscal Year	# of Assets as of Sept. 30th each FY	% change in # of accounts from FY2015	# of Technicians
2015	450	0.0%	8
2016	494	9.8%	8
2017	494	9.8%	8
2018	516	11.5%	8
2019	550	22.2%	10
2020	558	24.0%	9
2021	558	24.0%	9
2022	559	24.2%	9
2023	559	24.2%	9
2024	628	39.6%	9

Current Fleet Structure

4	Boats
19	Buses
54	Emergency Vehicles
157	Equipment
51	Heavy Vehicles
28	Light Utility
40	Misc Equipment
274	Vehicles
628	total Assets



For Enterprise leasing program we are going to concentrate on just the light duty vehicles

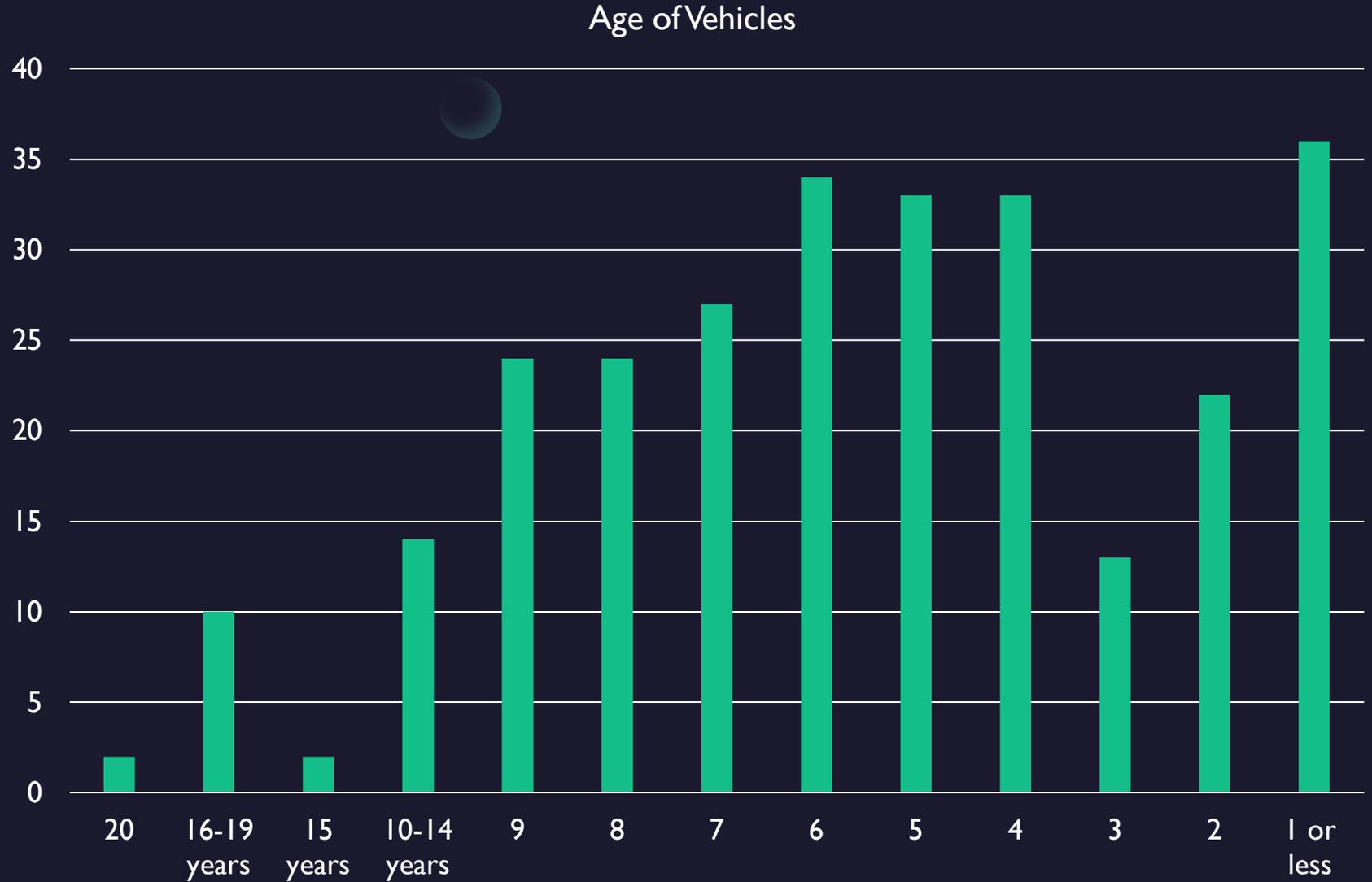
Enterprise Leasing Program

- **Fleet size has increased substantially in the past 9 years and continues to grow**
- Fleet is operating at full capacity at our current facility.
- A new maintenance Facility to accommodate growth will cost over \$6 million and will take several years to design and construct.



Years of Vehicles

20 years or more	2
16-19 years	10
15 years	2
10-14 years	14
9 years	24
8 years	24
7 years	27
6 years	34
5 years	33
4 years	33
3 years	13
2 years	22
1 or less	36
Total	274





Enterprise recommends to replace all vehicles that are 5 years or older.

184 vehicles the first year if we go with the 5 year plan

60-month lease term and annual mileage depending on vehicle type.

Monthly Maintenance and Repair cost per vehicle between \$30 and \$100 depending on vehicle type.

Pros and Cons

Pros

- Alternate way to provide vehicles to departments opposed to Fleet purchasing vehicles and obtaining a loan or taking a draw on County's line of credit
- Reduce load on Fleet for maintenance and repair on leased vehicles allowing technicians to concentrate on heavy equipment, miscellaneous vehicles, and Emergency Services.
- Newer vehicles will result in more reliability and less vehicle down time

Cons

- Enterprise maintenance and repair does not cover brakes, tires, or anything that may be caused by operator error or neglect.
- Higher maintenance rate than if all maintenance and repairs were completed by Fleet
- Less oversight of safety inspections during preventative maintenance checks when performed by a third-party vendor

Enterprise Fleet Leasing Compared to Fleet Replacement



Quote from Alan Jay if Fleet Replacement

\$50,328.00 Total cost paid by Fleet Replacement

Fleet Charges for maintenance separate and averages \$35 per month

If Fleet replaces on a 5 year lease, Fleet will charge department \$838.80 per month
Plus a \$33.55 interest bi-annually



Quote from Enterprise Fleet Leasing

\$50,328.00 No upfront cost to Fleet Replacement

- \$36.62 for monthly maintenance is including in monthly fee. The monthly maintenance cost does not include installing telematics, county seals & numbers or tires.
- There is a 40,000 mile mileage set per contract and it would be an additional .0450 per mile over 40,000 contract miles.
- Enterprise Fleet Leasing sells to a broader audience and can potential make 10-15% more surplus

If Enterprise Fleet Leasing replaces on a 5 year lease, Fleet will charge department \$938.17 per month





Insurance

FLEET WILL GET CHARGED
INSURANCE AND FORWARD
THAT COST TO DEPARTMENTS
EITHER OPTION.



To sum it up

- The monthly cost to the county department with Fleet it would be \$879.39 per month
- The monthly cost to the county department with Enterprise would be \$938.17 per month.
- Enterprise Fleet Leasing could potentially make 10-15% more in selling surplus vehicles than Fleet is currently. The sale of the replaced vehicle will go towards the purchase of a new vehicle.
- A new maintenance Facility to accommodate growth will cost over \$6 million and will take several years to design and construct.
- Alternate way to provide vehicles to departments opposed to Fleet purchasing vehicles and obtaining a loan or taking a draw on County's line of credit



Vehicle	Year	Make	Model	Department	MANUFACTURER Requested	Estimated Cost of vehicle	Monthly managemnt fee	Monthly maintenance Fee	interest	Total Monthly Enterprise	
19427	2015	TOYOTA	RAV4	1352	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.62	\$ 195.19	\$ 744.46	
19461	2016	FORD	F250 4X4	1352	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.62	\$ 195.19	\$ 744.46	
19469	2016	FORD	ESCAPE	1352	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.62	\$ 195.19	\$ 744.46	
20064	2016	FORD	F150 4X4 SC	1352	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.62	\$ 195.19	\$ 744.46	
20065	2016	FORD	F150 4X4 SC	1352	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.62	\$ 195.19	\$ 744.46	
20074	2017	FORD	EXPLORER 4X4	1352	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.62	\$ 327.39	\$ 1,223.89	
22205	2020	FORD	F150 4X4 SC	1352	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.62	\$ 195.19	\$ 744.46	
22213	2020	FORD	EXPLORER 4X4	1352	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.62	\$ 327.39	\$ 1,223.89	
											\$ 6,914.52
20076	2017	FORD	F250	1421	F250	\$ 90,950.00	\$ 1,227.83	\$ 36.62	\$ 467.48	\$ 1,731.93	
20097	2018	FORD	T250 4X2	1421	Van	\$ 40,000.00	\$ 540.00	\$ 36.62	\$ 205.60	\$ 782.22	
20043	2016	FORD	F150 4X4	1461	F250	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
21438	2019	FORD	F150 4X4	1461	F250	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
											\$ 4,567.59
19476	2015	CHEVROLET	SILV 1500 4X2	1531	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
19478	2015	CHEVROLET	SILV 1500 4X4	1531	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
21356	2018	FORD	F150 4X2	1531	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
21357	2018	FORD	F150	1531	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
											\$ 4,106.88
13973	2005	FORD	F250	1701	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
15065	2006	FORD	F350	1701	F350	\$ 79,835.00	\$ 1,077.77	\$ 36.62	\$ 410.35	\$ 1,524.74	
19481	2016	FORD	F250	1701	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
19483	2016	FORD	F250	1701	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
20095	2018	FORD	F150	1701	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
21372	2018	FORD	F150	1701	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
21373	2018	FORD	F250	1701	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
22196	2020	FORD	F150	1701	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
22218	2020	FORD	F250	1701	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
22223	2020	FORD	F250	1701	F250	\$ 70,637.00	\$ 953.60	\$ 36.62	\$ 363.07	\$ 1,353.29	
22224	2020	FORD	TRANSIT	1701	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.62	\$ 327.39	\$ 1,223.89	
											\$ 13,948.28
13965	2005	FORD	F150	1751	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
											\$ 1,026.72
17769	2012	FORD	F250	2261	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
19400	2015	FORD	F250	2261	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
19442	2015	FORD	TRANSIT VAN	2261	TRANSIT VAN	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
20005	2016	FORD	ESCAPE	2261	Tahoe	\$ 69,730.00	\$ 941.36	\$ 36.62	\$ 358.41	\$ 1,336.39	
20075	2015	FORD	F250 4X4 CC	2261	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
20084	2017	FORD	F250 4X4	2261	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
22163	2019	DODGE	CHARGER	2261	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.62	\$ 327.39	\$ 1,223.89	
22164	2019	DODGE	CHARGER	2261	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.62	\$ 327.39	\$ 1,223.89	
22165	2019	FORD	TRANSIT VAN	2261	Van	\$ 60,000.00	\$ 810.00	\$ 36.62	\$ 308.40	\$ 1,155.02	
22167	2019	FORD	F150	2261	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
22176	2020	CHEVROLET	SILV 1500	2261	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
22215	2020	FORD	F150	2261	F150	\$ 53,117.00	\$ 717.08	\$ 36.62	\$ 273.02	\$ 1,026.72	
22222	2020	FORD	F250	2261	F250	\$ 70,634.00	\$ 953.56	\$ 36.62	\$ 363.06	\$ 1,353.24	
22226	2020	FORD	EXPLORER	2261	EXPLORER	\$ 63,695.00	\$ 859.88	\$ 36.62	\$ 327.39	\$ 1,223.89	
											\$ 17,362.68
21379	2018	FORD	EXPLORER	2401	EXPLORER	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
22476	2020	CHEVROLET	SILV 1500 4X4	2401	F150	\$ 45,823.00	\$ 618.61	\$ 36.32	\$ 235.53	\$ 890.46	
											\$ 2,114.06
19437	2015	CHEVROLET	TAHOE	2491	TAHOE	\$ 69,730.00	\$ 941.36	\$ 36.32	\$ 358.41	\$ 1,336.09	
19438	2015	CHEVROLET	TAHOE	2491	TAHOE	\$ 69,730.00	\$ 941.36	\$ 36.32	\$ 358.41	\$ 1,336.09	
20086	2017	CHEVROLET	TAHOE	2491	TAHOE	\$ 69,730.00	\$ 941.36	\$ 36.32	\$ 358.41	\$ 1,336.09	
											\$ 4,008.26
20057	2017	FORD	EXPLORER	2811	EXPLORER	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
											\$ 1,223.59
18877	2014	FORD	F150	3232	F150	\$ 45,823.00	\$ 618.61	\$ 36.32	\$ 235.53	\$ 890.46	
20025	2016	FORD	F250	3232	F250	\$ 70,634.00	\$ 953.56	\$ 36.32	\$ 363.06	\$ 1,352.94	
20091	2017	FORD	F350	3232	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	

Vehicle	Year	Make	Model	Department	MANUFACTURER Requested	Estimated Cost of vehicle	Monthly managemnt fee	Monthly maintenance Fee	interest	Total Monthly Enterprise	
21350	2018	FORD	F150	3232	F150	\$ 45,823.00	\$ 618.61	\$ 36.32	\$ 235.53	\$ 890.46	
21351	2018	FORD	T350	3232	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
21352	2018	FORD	T350	3232	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
21353	2018	FORD	F150	3232	F150 4X4	\$ 45,823.00	\$ 618.61	\$ 36.32	\$ 235.53	\$ 890.46	
21355	2017	FORD	F250	3232	F250	\$ 70,634.00	\$ 953.56	\$ 36.32	\$ 363.06	\$ 1,352.94	
22197	2020	FORD	F150 4X2	3232	F150	\$ 45,823.00	\$ 618.61	\$ 36.32	\$ 235.53	\$ 890.46	
											\$ 10,962.12
20090	2017	FORD	F250	3233	F250	\$ 62,940.00	\$ 849.69	\$ 36.32	\$ 323.51	\$ 1,209.52	
21393	2017	FORD	F250	3233	F250	\$ 62,940.00	\$ 849.69	\$ 36.32	\$ 323.51	\$ 1,209.52	
21394	2017	FORD	F250	3233	F250	\$ 62,940.00	\$ 849.69	\$ 36.32	\$ 323.51	\$ 1,209.52	
22203	2020	FORD	F350	3233	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
											\$ 5,193.36
19477	2015	CHEVROLET	SILV 1500 4X4	3302	F150	\$ 56,331.00	\$ 760.47	\$ 36.32	\$ 289.54	\$ 1,086.33	
19487	2015	CHEVROLET	SILV 1500 4X2	3302	F150	\$ 56,331.00	\$ 760.47	\$ 36.32	\$ 289.54	\$ 1,086.33	
21348	2018	FORD	F150 4X4	3302	F150	\$ 56,331.00	\$ 760.47	\$ 36.32	\$ 289.54	\$ 1,086.33	
21368	2018	FORD	EXPLORER 4X4	3302	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
21382	2017	FORD	F250 4X4 CC	3302	F150	\$ 51,088.00	\$ 689.69	\$ 36.32	\$ 262.59	\$ 988.60	
22209	2020	FORD	F150 4X4 SC	3302	F150	\$ 51,088.00	\$ 689.69	\$ 36.32	\$ 262.59	\$ 988.60	
22210	2020	FORD	F150 4X4 SC	3302	F150	\$ 51,088.00	\$ 689.69	\$ 36.32	\$ 262.59	\$ 988.60	
22211	2020	FORD	F150 4X4 SC	3302	F150	\$ 51,088.00	\$ 689.69	\$ 36.32	\$ 262.59	\$ 988.60	
22216	2020	FORD	RANGER	3302	F150	\$ 51,088.00	\$ 689.69	\$ 36.32	\$ 262.59	\$ 988.60	
											\$ 9,425.59
18878	2014	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
18879	2014	FORD	E350	4441	E350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
18882	2014	FORD	E350	4441	E350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
19493	2016	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
20006	2016	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
20058	2016	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
21388	2017	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
21389	2017	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
21437	2019	FORD	F150	4441	F150	\$ 51,088.00	\$ 689.69	\$ 36.32	\$ 262.59	\$ 988.60	
22152	2019	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
22157	2019	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
22202	2020	FORD	F350	4441	F350	\$ 8,200.00	\$ 110.70	\$ 36.32	\$ 42.15	\$ 189.17	
22204	2020	FORD	F250 4X2	4441	F250 4X2	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
22206	2020	FORD	F250	4441	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78	
22228	2020	DODGE	DURANGO	4441	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
											\$ 17,618.72
19465	2016	FORD	ESCAPE	4601	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
20039	2016	TOYOTA	RAV4	4601	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
22799	2020	FORD	T350 4X2	4601	Van	\$ 60,000.00	\$ 810.00	\$ 36.32	\$ 308.40	\$ 1,154.72	
22801	2020	FORD	TRANSIT VAN	4601	Van	\$ 60,000.00	\$ 810.00	\$ 36.32	\$ 308.40	\$ 1,154.72	
											\$ 4,756.63
22178	2020	FORD	EXPLORER	7091	EXPLORER	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
											\$ 1,223.59
21392	2018	FORD	ESCAPE-FWD	7093	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
											\$ 1,223.59
19467	2016	FORD	ESCAPE	7096	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
21442	2019	FORD	F150 4X4	7096	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
21443	2019	FORD	F150 4X4	7096	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
22179	2020	FORD	EXPLORER	7096	EXPLORER	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59	
22214	2020	FORD	F150 4X4 SC	7096	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
											\$ 5,705.17
19479	2015	CHEVROLET	SILV 1500 4X2	7100	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
22148	2019	FORD	F150	7100	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
											\$ 2,171.99
19489	2015	CHEVROLET	SILV 1500 4X2	7111	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
19498	2015	CHEVROLET	SILV 1500 4X4	7111	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
19499	2016	FORD	F250 4X2	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
20096	2018	FORD	F150 4X2 LG	7111	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
21354	2018	FORD	F150 4X4	7111	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99	
21363	2017	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
21364	2017	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	
21383	2017	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80	

Vehicle	Year	Make	Model	Department	MANUFACTURER Requested	Estimated Cost of vehicle	Monthly managemnt fee	Monthly maintenance Fee	interest	Total Monthly Enterprise
21385	2018	FORD	EXPLORER 4X4	7111	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59
21395	2017	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22151	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22155	2019	FORD	F150 4X4	7111	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22156	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22158	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22159	2019	FORD	F150 4X4	7111	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22160	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22161	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22169	2019	FORD	F350 4X4 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22172	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22174	2019	FORD	F350 4X2 UTILIT	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22198	2020	FORD	F250 4X4	7111	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
18869	2014	FORD	F150 2X4	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21344	2018	FORD	F150 4X2 LG	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21345	2018	FORD	F150 4X2 LG	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21346	2018	FORD	F150 4X2 LG	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21347	2018	FORD	F150 4X4	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21349	2018	FORD	F150 4X4	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21374	2017	FORD	F350 4X4 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
21375	2017	FORD	F350 4X4 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
21378	2017	FORD	F350 4X2 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
21384	2018	FORD	EXPLORER 4X4	7121	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59
21386	2018	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21387	2018	FORD	F150 4X4 LG	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21391	2017	FORD	F350 4X2 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22144	2019	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22145	2019	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22146	2019	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22147	2019	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22162	2019	FORD	F350 4X2 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22168	2019	FORD	F350 4X4 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22170	2019	FORD	F350 4X2 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22173	2019	FORD	F350 4X2 UTILIT	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22199	2020	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22212	2020	FORD	F150 4X2	7121	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22217	2020	FORD	F350 4X2	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22221	2020	FORD	F350	7121	F350	\$ 82,000.00	\$ 1,107.00	\$ 36.32	\$ 421.48	\$ 1,564.80
22149	2019	DODGE	CARAVAN	7151	Van	\$ 60,000.00	\$ 810.00	\$ 36.32	\$ 308.40	\$ 1,154.72
15208	2009	FORD	F250 4X4	7411	F250	\$ 79,095.00	\$ 1,067.78	\$ 36.32	\$ 406.55	\$ 1,510.65
20047	2017	CHEVROLET	SUBURBAN	7411	Tahoe	\$ 69,730.00	\$ 941.36	\$ 36.32	\$ 358.41	\$ 1,336.09
18889	2014	FORD	F150	7602	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
19470	2016	FORD	EXPLORER 4X4	7602	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59
20094	2018	FORD	F150 4X4	7602	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
22207	2020	FORD	F150 4X2	7602	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
21365	2018	FORD	F150 4X2 EC	7603	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
19471	2016	FORD	EXPLORER 4X4	7604	Explorer	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59
20093	2018	FORD	F150 4X4	7604	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
20001	2015	FORD	EXPEDITION 4X4	7606	Expedition	\$ 63,695.00	\$ 859.88	\$ 36.32	\$ 327.39	\$ 1,223.59
21366	2018	FORD	F150 4X2	7606	F150	\$ 56,313.00	\$ 760.23	\$ 36.32	\$ 289.45	\$ 1,085.99
19459	2015	CHEVROLET	SILV 1500 4X2	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
19472	2016	FORD	EXPLORER 4X4	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
20050	2017	FORD	ESCAPE-FWD	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
20051	2017	FORD	ESCAPE-FWD	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
20052	2017	FORD	ESCAPE-FWD	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
20059	2017	FORD	EXPLORER 4X4	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
21369	2018	FORD	EXPLORER 4X4	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
21399	2018	FORD	ESCAPE-FWD	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
21400	2018	FORD	ESCAPE-FWD	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
21402	2018	FORD	ESCAPE	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
21403	2018	FORD	ESCAPE	7811	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
15129	2007	CHEVROLET	MALIBU	8021	Tahoe	\$ 69,730.00	\$ 941.36	\$ 36.32	\$ 358.41	\$ 1,336.09
15143	2007	FORD	RANGER	8021	Maverick	\$ 37,974.00	\$ 512.65	\$ 36.32	\$ 195.19	\$ 744.16
18875	2014	FORD	F150	8021	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
19419	2014	FORD	F150	8021	F150	\$ 53,117.00	\$ 717.08	\$ 36.32	\$ 273.02	\$ 1,026.42
20024	2016	FORD	F250 4X4	8021	F250	\$ 62,900.00	\$ 849.15	\$ 36.32	\$ 323.31	\$ 1,208.78

\$ 29,646.76

\$ 32,075.52

\$ 1,154.72

\$ 2,846.74

\$ 10,186.75

\$ 11,290.63

Vehicle	Year	Make	Model	Department	MANUFACTURER Requested	Estimated Cost of vehicle	Monthly managemnt fee	Monthly maintenance Fee	interest	Total Monthly Enterprise	
											\$ 5,341.86
											\$ 206,096.34



FLEET MANAGEMENT

PREPARED FOR:



Ryan Nelson

352-346-7346

Ryan.V.Nelson@efleets.com

Jamez Taylor

843-206-7171

Jamez.M.Taylor@efleets.com

Account Executive

PHONE

EMAIL



FLEET SYNOPSIS | HERNANDO COUNTY

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 17% of the light and medium duty fleet is currently 10 years or older
- 54% of the light and medium duty fleet is currently 5 years or older
- 6 years is the current average age of the fleet
- 7 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a predictable and sustainable replacement plan

- Shorten the current vehicle life cycle from 7 years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$1.9M in capital from the salvage of 184 vehicles in the first year
- Reduce Maintenance expense to an average monthly cost of \$30 vs. current \$35
- Reduce the overall fuel spend through more fuel-efficient vehicles

Increase employee safety with newer vehicles

- Currently:
 - 24 vehicles predate Anti-Lock Brake standardization (2007)
 - 33 vehicles predate Electronic Stability Control standardization (2012)
 - *ESC is the most significant safety invention since the seatbelt*
 - 121 vehicles predate standardization of back up camera (2018)

Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the county
- Supports the county's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices.

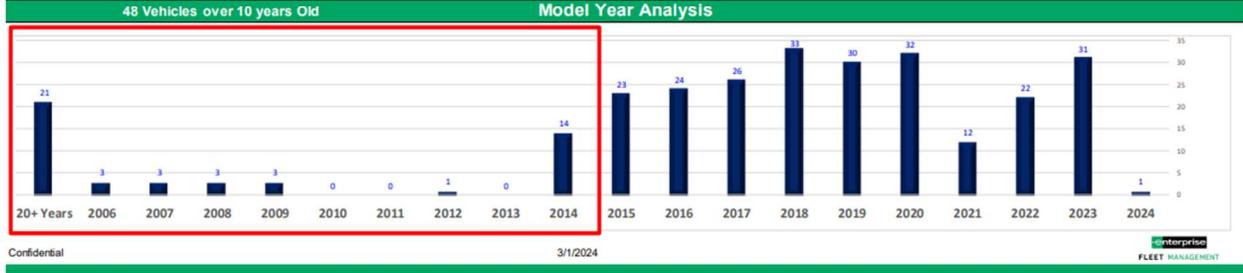
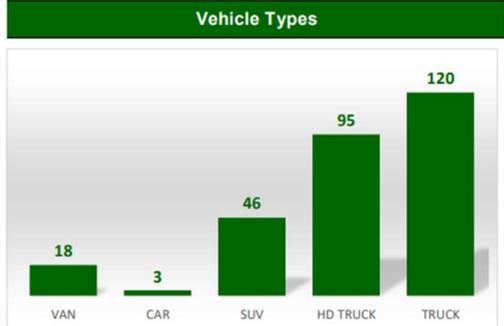
THE RESULTS

By partnering with Enterprise Fleet Management, Hernando County will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Hernando County will reduce fuel costs by 20% and reduce maintenance costs from \$35 on average to \$30 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold, creating an internal replacement fund. Furthermore, Hernando County will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, Hernando County will be able to replace all its vehicles over the course of 5 years.

FLEET SYNOPSIS | HERNANDO COUNTY

Hernando County, Florida - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2024	2025	2026	2027	2028	Under-Utilized	
Full-size Sedan	1	17.3	2,700	1	0	0	0	0	0	* Fiscal Year 2024 = 5 years old and older, or odometer over 100,000
Full-size Sedan-ERV	2	5.2	9,100	2	0	0	0	0	0	* Fiscal Year 2025 = 4 years old and older, or odometer over 80,000
Minivan-Passenger	4	7.0	5,800	3	1	0	0	0	0	* Fiscal Year 2026 = 3 years old and older, or odometer over 60,000
Full-size Van-Passenger	3	13.6	2,900	3	0	0	0	0	0	* Fiscal Year 2027 = 2 years old and older, or odometer over 40,000
1/2 Ton Van Cargo	1	0.0		1	0	0	0	0	0	* Fiscal Year 2028 = Remaining Vehicles
1 Ton Van Cargo	10	6.2	7,700	6	2	1	1	0	0	* Underutilized = Annual Mileage less than 1,000
Compact SUV 4x4	15	7.4	9,300	15	0	0	0	0	0	
Mid Size SUV 4x4	19	6.2	6,000	12	4	1	2	0	0	
Full Size SUV 4x2	12	5.6	8,000	10	1	0	0	1	0	
Compact Pickup Quad 4x2	13	3.6	9,700	4	1	1	4	3	0	
1/2 Ton Pickup Reg 4x2	62	6.6	9,200	45	4	1	4	7	1	
1/2 Ton Pickup Ext 4x2	5	0.0		5	0	0	0	0	0	
1/2 Ton Pickup Ext 4x4	29	4.1	8,400	10	8	3	0	8	0	
1/2 Ton Pickup Quad 4x4	11	3.4	9,500	2	1	1	6	1	0	
3/4 Ton Pickup Reg 4x2	35	6.7	8,800	21	6	3	1	3	1	
3/4 Ton Pickup Ext 4x4	11	7.0	6,600	9	0	1	0	1	0	
3/4 Ton Pickup Quad 4x4	12	9.6	10,300	11	0	0	1	0	0	
1 Ton Pickup Reg 4x2	37	5.2	9,400	24	4	0	3	6	0	
Totals/Averages	282	6.0	8,400	184	32	12	22	30	2	

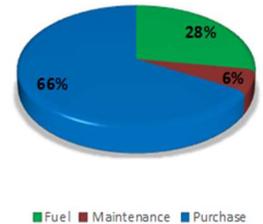


Hernando County, Florida - Fleet Planning Analysis

Fleet Assumptions & Proposals					
Fleet Analyzed	266	Fleet Growth	1.20%	Proposed Fleet	280
Current Cycle	7.05	Annual Miles	7,800	Proposed Cycle	2.49
Current Maint.	\$35.00	Total Annual Miles	2,181,200	Proposed Maint.	\$30.00
Maint. Cents Per Mile	\$0.05	Current MPG	13	Price/Gallon	\$3.25

Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost				Annual			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	266	37.7	266	0	1,311,232	0	-113,100		111,720	545,300	1,855,152	0
'24	264	184	80	184	0	2,140,858	-2,002,468	-534,155	99,840	469,288	173,363	1,704,050
'25	264	141	48	216	0	2,429,933	-657,068	-677,275	97,920	456,069	1,649,579	250,363
'26	264	144	36	228	0	2,565,004	-261,330	-746,111	97,200	451,112	2,105,874	-183,133
'27	264	166	14	250	0	2,779,241	-421,199	-798,503	95,880	442,023	2,097,443	-151,629
'28	264	188	-16	280	0	3,065,564	-606,698	-1,443,687	94,080	429,630	1,538,890	430,274
'29	280	249	0	280	0	3,065,564	-961,086	-961,086	100,800	436,240	2,641,518	-648,724
'30	280	185	0	280	0	3,065,564	-902,372	-902,372	100,800	436,240	2,700,232	-683,525
'31	280	176	0	280	0	3,065,564	-942,412	-942,412	100,800	436,240	2,660,192	-619,285
'32	280	182	0	280	0	3,065,564	-991,904	-991,904	100,800	436,240	2,610,700	-545,302
'33	280	189	0	280	0	3,065,564	-1,443,687	-1,443,687	100,800	436,240	2,158,917	-68,734



10 Year Savings* \$420,951

*Includes total unrealized gains of \$94,694

CASE STUDIES | HERNANDO COUNTY

KERN COUNTY

BACKGROUND

Location: Bakersfield, California

Industry: Local Government, County Government

Total vehicles: 350 vehicles

URL: <https://www.kerncounty.com/>



**OVER 24%
IN SAVINGS**

THE PROBLEM

The General services division of Kern County uses vehicles for General and Behavior Health and Recovery Services which includes a variety of passenger cars, SUVs, pickup trucks and cargo vans. The fleet began incurring high maintenance and repair costs for aged vehicles, and the county had reduced capital due to budget cuts for 8 years that had a hard time keeping their fleet operational.

**INCREASED
EMPLOYEE SATISFACTION** 

THE SOLUTION

Kern County officials recognized that they did not have the on-hand capital to purchase new vehicles, so they began looking at leasing options. The equity lease offered by Enterprise Fleet Management shined a light on the concept of Total Cost of Ownership for Kern County. The County saw the value in purchasing vehicles with the resale value in mind. Kern County identified 111 vehicles out of their fleet that should be cycled. Kern County was able to take advantage of volume purchasing discounts and a low lease rate. Enterprise also offers a vast network of repair shops ensuring maintenance is done promptly.



**17%
REDUCTION
IN FUEL EXPENSES**

THE RESULTS

Today, Kern County has been able to cycle 111 new vehicles into its fleet. The program is expected to save \$2 million through their program with Enterprise Fleet Management, compared to the County-run model, used previously. Now that vehicles are purchased centrally through the County's Fleet Service, departments no longer need to contribute to a vehicle and maintenance fund. Through the leasing plan, the county saves 85% per month utilizing Enterprise's maintenance plan. The savings brought to the County by Enterprise Fleet Management's program earned them recognition from the California State Association of Counties resulting in a Challenge Award.

“ENTERPRISE HAS TAKEN THE HASSLE OUT OF FLEET MANAGEMENT. WE WENT FROM AN AGING FLEET OF HIGH MAINTENANCE VEHICLES, TO A BRAND NEW FLEET WHERE ALL OF THE MAINTENANCE IS TAKEN CARE OF. ENTERPRISE TAKES CARE OF EVERYTHING, ALLOWING US TO CONCENTRATE ON WHAT IS IMPORTANT TO US, OUR CLIENT'S NEEDS.”

CASE STUDIES | HERNANDO COUNTY

CITY OF WAUSAU IMPROVES LIGHT-DUTY FLEET AND SAVES MORE THAN \$487K OVER 4-YEARS

BACKGROUND

Location: Wausau, WI
Industry: Municipal Government
Total vehicles: 64 vehicles
URL: <https://www.ci.wausau.wi.us/>



"THE DECISION TO WORK WITH ENTERPRISE FLEET MANAGEMENT TO IMPROVE OUR LIGHT-DUTY FLEET HAS BEEN ONE OF THE BEST WE'VE MADE. NOT ONLY ARE WE SEEING THE FINANCIAL SAVINGS, BUT OUR MECHANICS HAVE BEEN ABLE TO FOCUS MORE OF THEIR TIME ON MORE EXPENSIVE, SPECIALIZED EQUIPMENT AND MACHINERY. OUR EMPLOYEES ALSO APPRECIATE DRIVING NEW, SAFER VEHICLES WITH BETTER FEATURES TO MAKE DOING THEIR JOB EASIER."

MARK HANSEN, FLEET & FACILITIES MANAGER, CITY OF WAUSAU, WI

THE CHALLENGE

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

Additional benefits to the replacement strategy include a 35% improvement in fleet economy and an average of \$30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

CITY OF RUSTON REDUCES FLEET BUDGET AND MAINTENANCE EXPENSES WITH ENTERPRISE FLEET MANAGEMENT PROGRAM

BACKGROUND

Location: Ruston, Louisiana
Industry: City Government
Total vehicles: 123 vehicles
URL: <https://www.ruston.org/>



THE CHALLENGE

The City of Ruston, Louisiana was operating an aging fleet with an average vehicle age of 11 years. They had limited cash flow to support their fleet causing unpredictable budgeting and increased operating expenses.

THE SOLUTION

Partnering with Enterprise Fleet Management allowed the city to refresh their fleet quickly to reduce operating expenses, improve the budget with fixed cost maintenance, and flexibility.

"THE CUSTOMER SERVICE AND KNOWLEDGE ENTERPRISE FLEET MANAGEMENT PROVIDES IS TOP NOTCH. WORKING CLOSELY WITH OUR LOCAL ACCOUNT MANAGEMENT TEAM OVER THE PAST 5 YEARS HAS BEEN A PLEASURE; I LOOK FORWARD TO WORKING WITH THEM FOR MANY MORE."

C. MICHELLE COLVIN, CPPB PURCHASING DIRECTORY/CONTRACT ADMINISTRATION

THE RESULTS

Enterprise Fleet Management has provided a solution that has allowed the City of Ruston to acquire and operate a younger fleet, reducing operating expenses. Another benefit of the out-sourced fleet program is that by privatizing the resale of vehicles through Enterprise's network of experts, the City has seen a substantial return on their fleet investment above the projected values.

CAMROSE COUNTY MODERNIZES FLEET, SAVES \$24,000 IN ONE YEAR

BACKGROUND

Location: Camrose, Alberta
Fleet Size: 28 Vehicles
Industry: County Government

THE CHALLENGE

Faced with an aging fleet and a tight budget, Camrose County struggled to update their vehicles, contributing to high fuel and maintenance costs.

THE SOLUTION

Enterprise Fleet Management enabled Camrose County to maximize their budget, leasing more vehicles and modernizing their fleet efficiently.

KEY RESULTS

SAVED \$24,000 IN A SINGLE YEAR

REDUCED AVERAGE VEHICLE AGE FROM 8 YEARS TO 4.5 YEARS

REALIZED \$478,000 IN TOTAL VEHICLE RESALE GAINS

"Because of the cost savings we have seen through our partnership with Enterprise Fleet Management, both in the overall cost of the vehicles as well as fuel and maintenance costs, I would without hesitation recommend Enterprise Fleet Management to any company operating a fleet of vehicles."

Teresa Grabru, Chief Administrative Officer, Camrose County

THE RESULTS

The impact was immediate and remarkable. In just one year, Camrose County not only reduced expenses, but also rejuvenated their fleet, reducing the average vehicle age from 8 years to 4.5 years. Impressively, their monthly depreciation rate turned into a monthly credit of \$100. Additionally, Enterprise Fleet Management's robust remarketing team played a crucial role in helping Camrose County realize \$478,000 in gains from selling 19 vehicles, an average resale price of \$46,770 each.

COLUMBIA COUNTY EXPECTS TO SAVE OVER \$320,000 WITH ENTERPRISE'S PROGRAM.

BACKGROUND

Location: Hudson, NY
Industry: Government
Total vehicles: 124 vehicles
URL: <http://www.columbiacountyny.com/>

THE PROBLEM

Columbia County's budget was being negatively impacted by an aging fleet. Almost half of the county's fleet was 10 years or older. The county would only purchase new vehicles when broken-down vehicles were inoperable, creating unpredictable capital expenses.

THE SOLUTION

Columbia County partnered with Enterprise Fleet Management to reduce the average age of the fleet. Enterprise proposed a plan that would allow the county to replace vehicles every five years. In addition, the county would be able to gain over \$200,000 in capital from the resale of the existing vehicles over a five-year span.

THE RESULTS

The county's new vehicles have driven down fuel expenses with increased fuel efficiency – reducing overall maintenance expenses and decreasing vehicle downtime. All of this, coupled with an annual fleet evaluation to continually assess the county's costs has simplified operations and improved the county image.

ESTIMATED \$320,000 SAVINGS OVER THE NEXT 10 YEARS



SAFER VEHICLES WITH IMPROVED IMAGE



INCREASED FUEL EFFICIENCY BY 20-25%



"THE BIGGEST BENEFIT FOR COLUMBIA COUNTY IS THAT OUR RELATIONSHIP WITH ENTERPRISE HAS GIVEN US THE ABILITY TO PROVIDE MORE EFFICIENT, SAFER VEHICLES TO OUR DEPARTMENTS AND THE CITIZENS THAT THEY SERVE, WHILE KEEPING CAPITAL SPENDING TO A MINIMUM."

PROGRAM RESOURCES | HERNANDO COUNTY

SAFETY

- 17% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

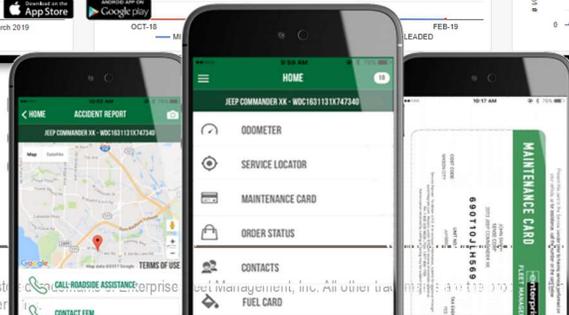
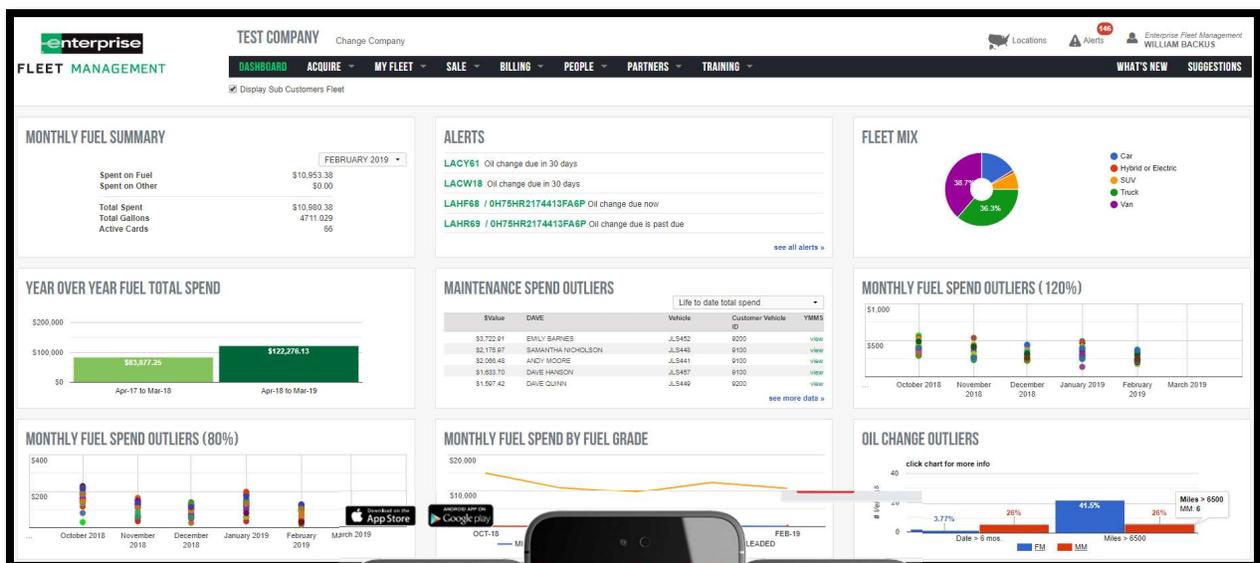
Hernando County will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | HERNANDO COUNTY

CURRENT PARTNERS

- City of New Port Richey
- City of Lake City
- City of Brooksville
- City of Lakeland
- City of Haines City
- City of Fort Pierce
- City of Savannah, Ga
- City of Stuart
- Lake County
- Hendry County SO
- Pasco County SO
- Polk County SO
- Winter Haven PD
- Citrus County SO
- Citrus County Schools
- Polk County Schools
- Hillsborough County Schools

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

- 1. School Board of Citrus County**
Business Phone #: (352) 601-6387
Contact Person: Marilyn Farmer (Transportation Director)
- 2. Hendry County Sheriff's Office**
Business Phone #: 863-674-5600
Contact Person: Kevin Nelson, Chief Deputy
- 3. The School Board of Polk County**
Business Phone #: (863) 412-0862
Contact Person: Don Stephenson, Vehicle Services Director
- 3. City of New Port Richey**
Business Phone #: (727) 224-8682
Contact Person: Robert Rivera, Public Works Director

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL

SELECTION CRITERIA: exp1edgr.key_orgn='08031'
 ACCOUNTING PERIOD: 9/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-5081 FLEET REPLACEMENT PROGRAM
DEPARTMENT-08031 FLEET REPLACEMENT PROGRAM
 1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	59,399.00	.00	.00	37,389.23	22,009.77	62.95
5101212	SALARY-MARKET ADJUSTMENT	1,012.00	.00	.00	.00	1,012.00	.00
5101400	SALARIES & WAGES-OVERTIM	1,000.00	.00	.00	.00	1,000.00	.00
5101501	SPECIAL PAY-STIPENDS	125.00	.00	.00	120.90	4.10	96.72
5102100	FICA TAXES-MATCHING	4,536.00	.00	.00	2,840.59	1,695.41	62.62
5102200	RETIREMENT CONTRIBUTIONS	9,353.00	.00	.00	5,778.31	3,574.69	61.78
5102210	RETIREMENT CONT-GASB68/7	5,577.00	.00	.00	.00	5,577.00	.00
5102300	LIFE & HEALTH INSURANCE	12,119.00	.00	.00	8,140.13	3,978.87	67.17
5102400	WORKERS COMP PREMIUMS	217.00	.00	.00	134.46	82.54	61.96
5102600	OPEB-TOT LIAB PORTION	465.00	.00	.00	.00	465.00	.00
5102602	OPEB-DEF INF PORTION	699.00	.00	.00	.00	699.00	.00
TOTAL * PERSONAL SERVICES		94,502.00	.00	.00	54,403.62	40,098.38	57.57
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5304101	COMM SVC,DEVICES,ACCESSR	.00	.00	.00	200.16	-200.16	.00
5304301	UTILITY SRV-ELEC/WTR/SWR	2,000.00	.00	.00	1,185.79	814.21	59.29
5304401	RENTAL/LEASE-EQUIPMENT	450.00	.00	109.91	397.69	-57.60	112.80
5304501	INSURANCE & BONDS-PREMIU	700,000.00	.00	.00	744,645.49	-44,645.49	106.38
5304601	REPAIR/MAINT-BLDG & GRD	3,200.00	.00	55.34	13.74	3,130.92	2.16
5304606	REPAIR/MAINT-SOFTWARE	22,900.00	.00	.00	20,109.13	2,790.87	87.81
5304933	FEES/COSTS-CST ALLO PLN	170,272.00	.00	.00	170,271.64	.36	100.00
5304955	FEES/COSTS-FLT CAP RECV	.00	.00	.00	431.87	-431.87	.00
5304956	FEES/COSTS-FLT FCLTY AL	1,510.00	.00	.00	.00	1,510.00	.00
5304959	FEES/COSTS-BANK CHARGES	300.00	.00	.00	3.70	296.30	1.23
5305101	OFFICE SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
5305201	OPERATING SUPPLIES	1,000.00	.00	.00	13.20	986.80	1.32
5305202	GAS, OIL & LUBRICANTS	.00	.00	.00	39.21	-39.21	.00
TOTAL * OPERATING EXPENSES		902,632.00	.00	165.25	937,311.62	-34,844.87	103.86
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606405	EQUIP-VEHICLE,TRLR>\$500	15,715,103.00	.00	11,618,079.66	4,375,600.23	-278,576.89	101.77
TOTAL * CAPITAL OUTLAY		15,715,103.00	.00	11,618,079.66	4,375,600.23	-278,576.89	101.77
1ST SUBTOTAL-570 * DEBT SERVICE							
5707110	PRINCIPAL-LOANS	298,000.00	.00	.00	.00	298,000.00	.00
5707117	PRINCIPAL-LOC	1,070,106.00	.00	.00	129,597.07	940,508.93	12.11
5707210	INTEREST-LOANS	136,856.00	.00	.00	.00	136,856.00	.00
5707217	INTEREST-LOC	96,599.00	.00	.00	49,162.57	47,436.43	50.89
TOTAL * DEBT SERVICE		1,601,561.00	.00	.00	178,759.64	1,422,801.36	11.16
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909920	BUDGET RES-REPAIR & REPL	305,758.00	.00	.00	.00	305,758.00	.00
TOTAL * NON-OPERATING EXPENSE		305,758.00	.00	.00	.00	305,758.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5951210	TRNSF-HLTH SELF INS(5121	1,201.00	.00	.00	.00	1,201.00	.00

SUNGARD PENTAMATION
 DATE: 06/03/2024
 TIME: 14:25:37

HERNANDO CO BOARD OF CO COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
 EXPSTA11

SELECTION CRITERIA: exp1edgr.key_orgn='08031'
 ACCOUNTING PERIOD: 9/24

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
 TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,DEPARTMENT

FUND-5081 FLEET REPLACEMENT PROGRAM
 DEPARTMENT-08031 FLEET REPLACEMENT PROGRAM
 1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	*TRANSFERS TO OTHER FUN	1,201.00	.00	.00	.00	1,201.00	.00
TOTAL	FLEET REPLACEMENT PROGR	18,620,757.00	.00	11,618,244.91	5,546,075.11	1,456,436.98	92.18
TOTAL	FLEET REPLACEMENT PROGR	18,620,757.00	.00	11,618,244.91	5,546,075.11	1,456,436.98	92.18
TOTAL REPORT		18,620,757.00	.00	11,618,244.91	5,546,075.11	1,456,436.98	92.18