



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

PAGE NO. 1

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

COPY

MPW ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

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| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | REQ. DATE: |
|---|----------|---------------------|-------------|----------------------------------|------------|
| TERMS: NET 30 DAYS | | F.O.B.: DESTINATION | | DESC.: MARINER BLVD & LANDOVER B | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
| <p>This Purchase is in accordance with Hernando County Contract No.24-CG00864/JC, BOCC Approved on: 11/19/2024, Doc ID No.14661. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. A Notice to Proceed will be issued at a later date in advance of work being performed. The Period of Performance is: substantially complete within 365 days from NTP date and ready for final payment within 395 days. PO will remain open until the construction project is completed.</p> <p>The County Contact Person is: Laura A. Borgesi, Phone Number: (352) 540-6563 The Contractor Contact is: Kevin P. Greenan, Phone Number: (941) 807-0195 Email: kevin.greenan@dot.state.fl.us</p> <p>1/14/2025 Change Order No 1 - MP Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South</p> | | | | | |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ |
|-----------------|---------|--------|--------------|---------------|
| | | | | TOTAL \$ |
| PDF COPY | | | | |

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

Carl Rouseff - State

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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

QUALITY

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

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INDEMNITY AND INSURANCE

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

PACKING

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

DELIVERY

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

PAYMENT

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

MATERIAL SAFETY DATA SHEET

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

OSHA REQUIREMENT

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

LEGALLY AUTHORIZED WORKFORCE

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

INSURANCE

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

| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|---|--|
| (a) Worker's Compensation | Statutory requirements at location of work |
| Employer's Liability | \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit |
| (b) Commercial General Liability | \$ 2,000,000 General Aggregate |
| (Additional Insured & Wavier Of Subrogation) | \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense |
| (c) Automobile Liability | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) |
| Option of Split Limits: | |
| (1.) Bodily Injury | \$ 1,000,000 Per Person or \$1,000,000 Per Accident |



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| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
| Grant GMS #: N/A | | | | | |
| This is a no cost change order; Change Order #1 is needed to complete an administrative change to PO to invert all line items with lump sum per line item. | | | | | |
| A Notice to Proceed will be issued at a later date in advance of work being performed. | | | | | |
| Lines 1) through 25) Dept 03221 Account 5616307 Project # 109860 | | | | | |
| 1/16/2025 Change Order No 2 - MP Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South Grant GMS #: N/A | | | | | |
| CO#2 ADMINISTRATIVE CHANGE ORDER To enter information not entered correctly on CO#1 see below original request. | | | | | |

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| <i>Carl Rouseff - State</i> | | | | |

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| <p>This is a no cost change order; Change Order #1 is needed to complete an administrative change to PO to invert all line items with lump sum per line item for all lines on PO.</p> <p>Lines 1) through 25) Dept 03221 Account 5616307 Project # 10986</p> <p>2/2/2026 Change Order No 3 - MP Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South CO #: 3 is to Close out PO#25000414 under Highway Safety Devices, Inc (Vendor#75935) due to merger with all assets transfer to Traffic Management Solutions, LLC TO Open new PO TMS Decrease Line 2 \$-32,890; New Line Total \$17,710.00 Decrease Line 3 \$-21,930.00; New Line Total \$51,170.00 Decrease Line 4 \$-4,620.00; New Line Total \$0.00 Decrease Line 6 \$-2,777.50; New Line Total \$0.00 Decrease Line 7 \$-13,600.00; New Line Total \$0.00 Decrease Line 9 \$-11,000.00; New Line Total \$0.00</p> | | | | | |

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Calc Rose - Jate

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| | | | Decrease Line 10 \$3,217.19; New Line Total \$432.81 | | |
| | | | Decrease Line 11 \$8,098.02; New Line Total \$14,901.98 | | |
| | | | Decrease Line 13 \$-875.00; New Line Total \$0.00 | | |
| | | | Decrease Line 14 \$-1,888.86; New Line Total \$311.14 | | |
| | | | Decrease Line 15 \$-125,011.14; New Line Total \$46,588.86 | | |
| | | | Decrease Line 16 \$-38,589.06; New Line Total \$21,010.94 | | |
| | | | Decrease Line 17 \$-15,150.91; New Line Total \$4,449.09 | | |
| | | | Decrease Line 18 \$-2,667.33; New Line Total \$8,932.67 | | |
| | | | Decrease Line 19 \$-2,329.17; New Line Total \$5,470.83 | | |
| | | | Decrease Line 20 \$-3,121.40; New Line Total \$3,638.60 | | |
| | | | Decrease Line 21 \$-2,862.98; New Line Total \$4,287.02 | | |
| | | | Decrease Line 22 \$-20,087.07; New Line Total \$28,272.93 | | |
| | | | Decrease Line 23 \$-1,636.44; New Line Total \$603.56 | | |
| | | | Decrease Line 24 \$-6,880.00; New Line Total \$0.00 | | |
| | | | Decrease Line 25 \$-29,859.28; New Line Total \$10,540.72 | | |
| | | | Old PO Total \$349,091.35 New PO Total \$291,616.15 | | |
| | | | Dept 03221 Account 5616307 Project# 109860 | | |
| 02 | 17710.00 | JOB | MAINTENANCE OF TRAFFIC | 1.0000 | 17,710.00 |
| 03 | 51170.00 | JOB | TEMPORARY SIGNALIZATION & MAINTENANCE, INTERSECTION | 1.0000 | 51,170.00 |
| 04 | .00 | JOB | CONDUIT, FURNISH & INSTALL, OPEN TRENCH | 1.0000 | .00 |
| 06 | .00 | JOB | CONDUIT, FURNISH & INSTALL, ABOVE GROUND | 1.0000 | .00 |

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| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|---|--|
| (a) Worker's Compensation Employer's Liability | Statutory requirements at location of work \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit |
| (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation) | \$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense |
| (c) Automobile Liability Option of Split Limits: (1.) Bodily Injury | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident |



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

PAGE NO. 5

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

PDF

Copy

ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

V
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| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|-------|----------|-----|--|------------|-----------|
| 07 | .00 | JOB | SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL | 1.0000 | .00 |
| 08 | 1150.00 | JOB | SIGNAL CABLE, REMOVE-INTERSECTION | 1.0000 | 1,150.00 |
| 09 | .00 | JOB | SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX | 1.0000 | .00 |
| 10 | 432.81 | JOB | PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE | 1.0000 | 432.81 |
| 11 | 14901.98 | JOB | PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE | 1.0000 | 14,901.98 |
| 12 | 4800.00 | JOB | ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR | 1.0000 | 4,800.00 |
| 13 | .00 | JOB | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | 1.0000 | .00 |
| 14 | 311.14 | JOB | PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE (12 ^Ø) | 1.0000 | 311.14 |
| 15 | 46588.86 | JOB | PRESTRESSED CONCRETE POLE, F&I, TYPE P-V11 | 1.0000 | 46,588.86 |
| 16 | 21010.94 | JOB | PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-POLE, 30 ^Ø AND GREATER | 1.0000 | 21,010.94 |
| 17 | 4449.09 | JOB | ALUMINUM SIGNALS POLE, PEDESTAL | 1.0000 | 4,449.09 |
| 18 | 8932.67 | JOB | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY | 1.0000 | 8,932.67 |
| 19 | 5470.83 | JOB | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY | 1.0000 | 5,470.83 |

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

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Carl Rouseff - Jant

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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|---|--|
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| Employer's Liability | \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit |
| (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation) | \$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense |
| (c) Automobile Liability | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) |
| Option of Split Limits: (1.) Bodily Injury | \$ 1,000,000 Per Person or \$1,000,000 Per Accident |



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

PAGE NO. 6

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

COPY

ADMINISTRATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

V
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O

| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | REQ. DATE: |
|----------------------|----------|---------------------|--|----------------------------------|------------|
| TERMS: NET 30 DAYS | | F.O.B.: DESTINATION | | DESC.: MARINER BLVD & LANDOVER B | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
| 20 | 3638.60 | JOB | PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY | 1.0000 | 3,638.60 |
| 21 | 4287.02 | JOB | VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL CABINET EQUIPMENT | 1.0000 | 4,287.02 |
| 22 | 28272.93 | JOB | VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT | 1.0000 | 28,272.93 |
| 23 | 603.56 | JOB | PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD | 1.0000 | 603.56 |
| 24 | .00 | JOB | SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12SF | 1.0000 | .00 |
| 25 | 10540.72 | JOB | INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF | 1.0000 | 10,540.72 |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | 224,271.15 |
|-------|---------------|-----------|--------------|-----------------|-------------------|
| 02 | 03221 5616307 | 17,710.00 | 109860 | | |
| 03 | 03221 5616307 | 51,170.00 | 109860 | | |
| 04 | 03221 5616307 | .00 | 109860 | | |
| 06 | 03221 5616307 | .00 | 109860 | | |
| 07 | 03221 5616307 | .00 | 109860 | | |
| 08 | 03221 5616307 | 1,100.00 | 109860 | | |
| 09 | 03221 5616307 | .00 | 109860 | | |
| 10 | 03221 5616307 | 422.81 | 109860 | | |
| 11 | 03221 5616307 | 14,901.98 | 109860 | | |
| 12 | 03221 5616307 | 4,800.00 | 109860 | | |
| | | | | TOTAL \$ | 224,271.15 |

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Carl Rouseff - State

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|---|--|
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| Employer's Liability | \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit |
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**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

PAGE NO. 7

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

Copy

FLORIDA DEPARTMENT OF TRANSPORTATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

V
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| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | REQ. DATE: |
|----------------------|----------|---------------|---------------------|--------------------|----------------------------------|
| TERMS: NET 30 DAYS | | | F.O.B.: DESTINATION | | DESC.: MARINER BLVD & LANDOVER B |
| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
| | | | | | |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ |
|-------|---------------|-----------|--------------|--|
| 13 | 03221 5616307 | .00 | 109860 | TOTAL \$  |
| 14 | 03221 5616307 | 311.14 | 109860 | |
| 15 | 03221 5616307 | 46,588.86 | 109860 | |
| 16 | 03221 5616307 | 21,010.94 | 109860 | |
| 17 | 03221 5616307 | 4,449.09 | 109860 | |
| 18 | 03221 5616307 | 8,912.67 | 109860 | |
| 19 | 03221 5616307 | 5,470.83 | 109860 | |
| 20 | 03221 5616307 | 3,638.60 | 109860 | |
| 21 | 03221 5616307 | 4,287.02 | 109860 | |
| 22 | 03221 5616307 | 28,272.93 | 109860 | |

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APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3

PAGE NO. 8

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

Copy

ADMINISTRATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

V
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ORDER DATE: 12/17/24 BUYER: SBROWN REQ. NO.: RQ250431 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESTINATION DESC.: MARINER BLVD & LANDOVER B

ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE EXTENSION

Empty table area for item details.

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

23 03221 5616307 603.56 109860
24 03221 5616307 .00 109860
25 03221 5616307 10,540.72 109860

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Carl Rouseff - State

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|---|--|
| (a) Worker's Compensation | Statutory requirements at location of work |
| Employer's Liability | \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit |
| (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation) | \$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense |
| (c) Automobile Liability | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) |
| Option of Split Limits: (1.) Bodily Injury | \$ 1,000,000 Per Person or \$1,000,000 Per Accident |



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

PAGE NO. 1

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

COPY

ADMINISTRATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

V
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| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | | REQ. DATE: 11/21/24 | |
|--|----------|---------------|---------------------|--------------------|-------------------------|---------------------|--|
| TERMS: NET 30 DAYS | | | F.O.B.: DESTINATION | | DESC.: CHANGE ORDER - 3 | | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | | UNIT PRICE | EXTENSION | |
| <p>2/2/2026 Change Order No 3 - MP Contract #: 24-CG00864 Contract Name: New Traffic Signal Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South CO #: 3 is to Close out PO#25000414 under Highway Safety Devices, Inc (Vendor#75935) due to merger with all assets transfer to Traffic Management Solutions, LLC TO Open new PO TMS Decrease Line 2 \$-32,890; New Line Total \$17,710.00 Decrease Line 3 \$-21,930.00; New Line Total \$51,170.00 Decrease Line 4 \$-4,620.00; New Line Total \$0.00 Decrease Line 6 \$-2,777.50; New Line Total \$0.00 Decrease Line 7 \$-13,600.00; New Line Total \$0.00 Decrease Line 9 \$-11,000.00; New Line Total \$0.00 Decrease Line 10 \$3,217.19; New Line Total \$432.81 Decrease Line 11 \$8,098.02; New Line Total \$14,901.98 Decrease Line 13 \$-875.00; New Line Total \$0.00 Decrease Line 14 \$-1,888.86; New Line Total \$311.14 Decrease Line 15 \$-125,011.14; New Line Total \$46,588.86 Decrease Line 16 \$-38,589.06; New Line Total \$21,010.94 Decrease Line 17 \$-15,150.91; New Line Total \$4,449.09 Decrease Line 18 \$-2,667.33; New Line Total \$8,932.67 Decrease Line 19 \$-2,329.17; New Line Total \$5,470.83 Decrease Line 20 \$-3,121.40; New Line Total \$2,349.47</p> | | | | | | | |
| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$60 | | | |
| | | | | TOTAL \$ | | | |

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Calc Rouseff-Jant

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

PAGE NO. 2

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

COPY

FLORIDA HIGHWAY ADMINISTRATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

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| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | | REQ. DATE: 11/21/24 | |
|---|-----------|---------------|---|--------------------|-------------------------|---------------------|--|
| TERMS: NET 30 DAYS | | | F.O.B.: DESTINATION | | DESC.: CHANGE ORDER - 3 | | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | | UNIT PRICE | EXTENSION | |
| Decrease Line 21 \$-2,862.98; New Line Total \$4,287.02 | | | | | | | |
| Decrease Line 22 \$-20,087.07; New Line Total \$28,272.93 | | | | | | | |
| Decrease Line 23 \$-1,636.44; New Line Total \$603.56 | | | | | | | |
| Decrease Line 24 \$-6,880.00; New Line Total \$0.00 | | | | | | | |
| Decrease Line 25 \$-29,859.28; New Line Total \$10,540.72 | | | | | | | |
| Old PO Total \$349,091.35 New PO Total \$291,616.15 | | | | | | | |
| Dept 03221 Account 5616307 Project# 109860 | | | | | | | |
| 02 | -32890.00 | JOB | MAINTENANCE OF TRAFFIC | | .0000 | -32,890.00 | |
| 03 | -21930.00 | JOB | TEMPORARY SIGNALIZATION & MAINTENANCE, INTERSECTION | | .0000 | -21,930.00 | |
| 04 | -4620.00 | JOB | CONDUIT, FURNISH & INSTALL, OPEN TRENCH | | .0000 | -4,620.00 | |
| 06 | -2777.50 | JOB | CONDUIT, FURNISH & INSTALL, ABOVE GROUND | | .0000 | -2,777.50 | |
| 07 | -13600.00 | JOB | SIGNAL CABLE-NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL | | .0000 | -13,600.00 | |
| 08 | .00 | JOB | SIGNAL CABLE, REMOVE-INTERSECTION | | .0000 | .00 | |
| 09 | -11000.00 | JOB | SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX | | .0000 | -11,000.00 | |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | -86,817.50 |
|-------|---------------|------------|--------------|-----------------|------------|
| 02 | 03221 5616307 | -32,890.00 | 109860 | TOTAL \$ | |
| 03 | 03221 5616307 | -21,930.00 | 109860 | | |
| 04 | 03221 5616307 | -4,620.00 | 109860 | | |
| 06 | 03221 5616307 | -2,777.50 | 109860 | | |
| 07 | 03221 5616307 | -13,600.00 | 109860 | | |
| 08 | 03221 5616307 | .00 | 109860 | | |
| 09 | 03221 5616307 | -11,000.00 | 109860 | | |
| 10 | 03221 5616307 | 3,277.19 | 109860 | | |
| 11 | 03221 5616307 | -8,098.02 | 109860 | | |
| 12 | 03221 5616307 | .00 | 109860 | | |

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

Calc Rouse - Jantz

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

PAGE NO. 3

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924
HIGHWAY SAFETY DEVICES INC
6480 HARNEY RD
TAMPA FL 33610-9592

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ADMINISTRATION
1525 EAST JEFFERSON STREET
BUILDING A
BROOKSVILLE FL 34601

V
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| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | REQ. DATE: 11/21/24 |
|----------------------|-----------|---------------------|--|-------------------------|---------------------|
| TERMS: NET 30 DAYS | | F.O.B.: DESTINATION | | DESC.: CHANGE ORDER - 3 | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
| 10 | -3217.19 | JOB | PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE | .0000 | -3,217.19 |
| 11 | -8098.02 | JOB | PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE | .0000 | -8,098.02 |
| 12 | .00 | JOB | ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR | .0000 | .00 |
| 13 | -875.00 | JOB | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | .0000 | -875.00 |
| 14 | -1888.86 | JOB | PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE (12 ⁰) | .0000 | -1,888.86 |
| 15 | ***** | JOB | PRESTRESSED CONCRETE POLE, F&I, TYPE P-V11 | .0000 | -125,011.14 |
| 16 | -38589.06 | JOB | PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-POLE, 30 ⁰ AND GREATER | .0000 | -38,589.06 |
| 17 | -15150.91 | JOB | ALUMINUM SIGNALS POLE, PEDESTAL | .0000 | -15,150.91 |
| 18 | -2667.33 | JOB | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY | .0000 | -2,667.33 |
| 19 | -2329.17 | JOB | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY | .0000 | -2,329.17 |
| 20 | -3121.40 | JOB | PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY | .0000 | -3,121.40 |
| 21 | -2862.98 | JOB | VEHICLE DETECTION SYSTEM-VIDEO, FURNISH | .0000 | -2,862.98 |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | -203,811.06 |
|-------|---------------|-------------|--------------|-----------------|-------------|
| 13 | 03221 5616307 | -875.00 | 109860 | TOTAL \$ | |
| 14 | 03221 5616307 | -1,888.86 | 109860 | | |
| 15 | 03221 5616307 | -125,011.14 | 109860 | | |
| 16 | 03221 5616307 | -38,589.06 | 109860 | | |
| 17 | 03221 5616307 | -15,150.91 | 109860 | | |
| 18 | 03221 5616307 | -2,667.33 | 109860 | | |
| 19 | 03221 5616307 | -2,329.17 | 109860 | | |
| 20 | 03221 5616307 | -3,121.40 | 109860 | | |
| 21 | 03221 5616307 | -2,862.98 | 109860 | | |
| 22 | 03221 5616307 | -20,087.07 | 109860 | | |

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

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

| <u>Coverage</u> | <u>Minimum Amounts and Limits</u> |
|---|--|
| (a) Worker's Compensation | Statutory requirements at location of work |
| Employer's Liability | \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit |
| (b) Commercial General Liability (Additional Insured & Wavier Of Subrogation) | \$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense |
| (c) Automobile Liability Option of Split Limits: (1.) Bodily Injury | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident |



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 25000414-3
CHANGE DATE: 02/02/26

PAGE NO. 4

jims@highwaysafetydevices.com

75935 FAX: 813-757-0924

HIGHWAY SAFETY DEVICES INC

6480 HARNEY RD

TAMPA FL 33610-9592

PDF

COPY

ADMINISTRATION

1525 EAST JEFFERSON STREET

BUILDING A

BROOKSVILLE FL 34601

V
E
N
D
O
R

| ORDER DATE: 12/17/24 | | BUYER: SBROWN | | REQ. NO.: RQ250431 | REQ. DATE: 11/21/24 |
|----------------------|-----------|---------------------|--|-------------------------|---------------------|
| TERMS: NET 30 DAYS | | F.O.B.: DESTINATION | | DESC.: CHANGE ORDER - 3 | |
| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
| | | | & INSTALL CABINET EQUIPMENT | | |
| 22 | -20087.07 | JOB | VEHICLE DETECTION SYSTEM-VEDIO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT | .0000 | -20,087.07 |
| 23 | -1636.44 | JOB | PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD | .0000 | -1,636.44 |
| 24 | -6880.00 | JOB | SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12SF | .0000 | -6,880.00 |
| 25 | -29859.28 | JOB | INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF | .0000 | -29,859.28 |

| ITEM# | ACCOUNT | AMOUNT | PROJECT CODE | PAGE TOTAL \$ | -58,462.79 |
|-------|---------------|------------|--------------|-----------------|--------------------|
| 23 | 03221 5616307 | -1,636.44 | 109860 | TOTAL \$ | -349,091.35 |
| 24 | 03221 5616307 | -6,880.00 | 109860 | | |
| 25 | 03221 5616307 | -29,859.28 | 109860 | | |

PDF COPY

Carl Rosenblatt

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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

QUALITY

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

QUANTITY/PRICE

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

INDEMNITY AND INSURANCE

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

PACKING

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

DELIVERY

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

PAYMENT

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

MATERIAL SAFETY DATA SHEET

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

OSHA REQUIREMENT

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

LEGALLY AUTHORIZED WORKFORCE

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

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| (c) Automobile Liability | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) |
| Option of Split Limits: (1.) Bodily Injury | \$ 1,000,000 Per Person or \$1,000,000 Per Accident |

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Owner: Hernando County Board of County Commissioners

Owner's Representative:

Vendor: HIGHWAY SAFETY DEVICES INC

Change Order No. 3

Change Order Date: 01-26-2026

Contract No. 25000414

Contract Date:

Project Description:

MARINER BLVD & LANDOVER TRAFFIC SIGNAL

The Project is Changed as Follows

Justification: Contract #: 24-CG00864 Contract Name: New Traffic Signal
Construction for Wilfong Citizens Center Success on Spring Hill Dr & Traffic
Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South
Grant GMS #: N/A

CO #: 3 is to Close out PO#25000414 under Highway Safety Devices, Inc
(Vendor#75935) due to merger with all assets transfer to Traffic Management
Solutions, LLC TO Open new PO TMS

- Decrease Line 2 \$-32,890; New Line Total \$17,710.00
- Decrease Line 3 \$-21,930.00; New Line Total \$51,170.00
- Decrease Line 4 \$-4,620.00; New Line Total \$0.00
- Decrease Line 6 \$-2,777.50; New Line Total \$0.00
- Decrease Line 7 \$-13,600.00; New Line Total \$0.00
- Decrease Line 9 \$-11,000.00; New Line Total \$0.00
- Decrease Line 10 \$3,217.19; New Line Total \$432.81
- Decrease Line 11 \$8,098.02; New Line Total \$14,901.98
- Decrease Line 13 \$-875.00; New Line Total \$0.00
- Decrease Line 14 \$-1,888.86; New Line Total \$311.14
- Decrease Line 15 \$-125,011.14; New Line Total \$46,588.86
- Decrease Line 16 \$-38,589.06; New Line Total \$21,010.94
- Decrease Line 17 \$-15,150.91; New Line Total \$4,449.09
- Decrease Line 18 \$-2,667.33; New Line Total \$8,932.67
- Decrease Line 19 \$-2,329.17; New Line Total \$5,470.83
- Decrease Line 20 \$-3,121.40; New Line Total \$3,638.60
- Decrease Line 21 \$-2,862.98; New Line Total \$4,287.02
- Decrease Line 22 \$-20,087.07; New Line Total \$28,272.93
- Decrease Line 23 \$-1,636.44; New Line Total \$603.56
- Decrease Line 24 \$-6,880.00; New Line Total \$0.00
- Decrease Line 25 \$-29,859.28; New Line Total \$10,540.72

Old PO Total \$349,091.35 New PO Total \$291,616.15
Dept 03221 Account5616307 Project# 109860

| | | | |
|--------------|---|-----------|--------|
| 3221-5616307 | 0 | 11000.00- | 109860 |
| 3221-5616307 | 2 | 32890.00- | 109860 |
| 3221-5616307 | 3 | 21930.00- | 109860 |
| 3221-5616307 | 4 | 4620.00- | 109860 |
| 3221-5616307 | 6 | 2777.50- | 109860 |

| | | | |
|--------------|----|------------|--------|
| 3221-5616307 | 7 | 13600.00- | 109860 |
| 3221-5616307 | 10 | 3217.19- | 109860 |
| 3221-5616307 | 11 | 8098.02- | 109860 |
| 3221-5616307 | 13 | 875.00- | 109860 |
| 3221-5616307 | 14 | 1888.86- | 109860 |
| 3221-5616307 | 15 | 125011.14- | 109860 |
| 3221-5616307 | 16 | 38589.06- | 109860 |
| 3221-5616307 | 17 | 15150.91- | 109860 |
| 3221-5616307 | 18 | 2667.33- | 109860 |
| 3221-5616307 | 19 | 2329.17- | 019860 |
| 3221-5616307 | 20 | 3121.40- | 109860 |
| 3221-5616307 | 21 | 2862.98- | 109860 |
| 3221-5616307 | 22 | 20087.07- | 109860 |
| 3221-5616307 | 23 | 1636.44- | 109860 |
| 3221-5616307 | 24 | 6880.00- | 109860 |
| 3221-5616307 | 25 | 29859.28- | 109860 |
| 3221-5616307 | 26 | .00 | 109860 |

Total Addition/Deduction this Change Order: - 349,091.35

The Original Contract Sum was 640,707.50
Net Change by previously authorized Change Orders: .00
The Contract Sum prior to this Change Order was 640,707.50
The Net Amount of this Change Order is: - 349,091.35
The new Contract Sum including this Change Order will be 291,616.15

The Contract Time will be changed by this Change Order (Days):
The Date of Substantial Completion as of the date of this Change Order therefore is:

Vendor Name/Address:

HIGHWAY SAFETY DEVICES INC
 No Address Found.

Owner or Owner's Representative:

Hernando County Commission
 15470 Flight Path Dr.
 Brooksville, FL 34601

Donald L Conner Jr.

Digitally signed by Donald L Conner Jr.
 DN: CN=Donald L Conner Jr.,
 dnQualifier=A01410D0000019A0864B3A5000E828E,
 O=HIGHWAY SAFETY DEVICES INC, C=US
 Reason: I am approving this document
 Date: 2026.01.30 16:32:54-05'00'

Fran Hallet

Digitally signed by Fran Hallet
 Date: 2026.02.02 08:09:11 -05'00'

Authorized Signature

Date: _____

For Chief Procurement

Office Date: 2/2/2026

Distribution:

- Vendor - Original
- Purchasing & Contracts
- Finance
- Requisitioning
- Contract File

NOVATION AGREEMENT

This Agreement is entered into as of January 20, 2026 by Highway Safety Devices, LLC duly organized and existing under the laws of the State of Florida, with its principal office in Tampa, FL (hereinafter referred to as the "Transferor"); Traffic Management Solutions, LLC, a corporation duly organized and existing under the laws of the State of Florida, with its principal office in West Palm Beach, Florida (hereinafter referred to as the "Transferee"); and the Hernando County Board of County Commissioners (hereinafter referred to as the "County").

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- 1 The County has entered into certain contracts and purchase orders with the Transferor, all as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference. The term "Contract" as used in this Agreement, means the above contract and purchase orders listed in Exhibit A, and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or the Transferor has any remaining rights, duties, or obligations under this Contract and purchase orders). Included in the term "Contract" are also all modifications made under the terms and conditions of this Contract and purchase orders between the County and the Transferee, on or after the effective date of this Agreement.
- 2 As of November 7, 2025, the Transferor has transferred to the Transferee the entire portion of the assets of the Transferor involved in performing said Contract by virtue of the Articles of Merger for Florida Profit or Non-Profit Corporation dated November 4, 2025, between the Transferor and the Transferee.
- 3 The Transferee, by virtue of the above transfer, has acquired the entire portion of the assets of the Transferor involved in performing said Contract.
- 4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.
- 5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.
- 6 It is consistent with the County's interest to recognize the Transferee as the successor party to the Contract.
- 7 Evidence of the above transfer has been filed with the County.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- 1 The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contract.
- 2 The Transferee agrees to be bound by and to perform each Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.
- 3 The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.
- 4 The County recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.
- 5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.
- 6 All payments and reimbursements previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contract. All payments and reimbursements made by the County after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County's obligations under the Contract, to the extent of the amounts paid or reimbursed.



- 7 The Transferor and the Transferee agree that the County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the County in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.
- 8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should these Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- 9 The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (County)

By: *Caleb Ross*
Title: CPO

Highway Safety Devices, LLC (Transferor)
By: *James Westbrook*
Title: CEO

Traffic Management Solutions, LLC (Transferee)
By: *James Westbrook*
Title: CEO

CERTIFICATE

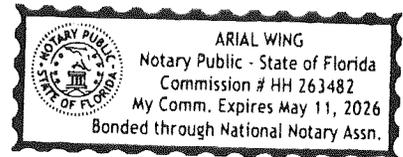
I, Arial Wing certify that I am the Secretary of Highway Safety Devices, LLC; that James Westbrook, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

HIGHWAY SAFETY DEVICES, LLC

[CORPORATE SEAL]

Arial Wing
Secretary



CERTIFICATE

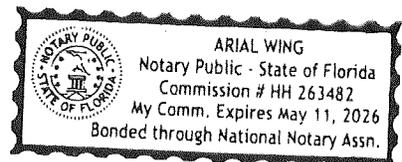
I, Arial Wing, certify that I am the Secretary of Traffic Management Solutions, LLC.; that James Westbrook, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

TRAFFIC MANAGEMENT SOLUTIONS.

[CORPORATE SEAL]

Arial Wing



Secretary

EXHIBIT "A"

EXISTING CONTRACTS AND PURCHASE ORDERS

| Purchase Order No. | Contract No_ | Task Order No_ | Project Name |
|--------------------|--------------|----------------|---|
| PO25000414 | 24-CG00864 | N/A | New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South |
| PO25000409 | 24-CG00864 | N/A | New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South |

LR-2024-384-3