



# Hernando School District

## School Board Regular Meeting

### Agenda - Final

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Tuesday, April 14, 2026

6:00 PM

District Office-Board Room  
919 N. Broad Street  
Brooksville, FL 34601

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#### CALL TO ORDER

#### REFLECTION

by Mark Johnson, Board Member

#### PLEDGE OF ALLEGIANCE by Weeki Wachee High School

#### SCHOOL SPOTLIGHT

#### ADOPTION OF AGENDA

1. [26-3698](#) Approval to adopt the agenda dated 4/14/2026.

#### ELECTED OFFICIALS

#### STUDENT REPRESENTATIVE TO THE BOARD, Jaserah Abdul-Rahim

2. [26-3699](#) Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

#### APPROVAL OF THE MINUTES

3. [26-3679](#) Approval of the Minutes from the March 10, 2026 Employee Discipline Appeal Hearing; and the Informal, Workshop, and Regular School Board Meeting of March 24, 2026.

**Attachments:** [03-10-26 Employee Appeal Hearing-Hewitt DRAFT](#)  
[03-24-26 Informal Minutes DRAFT](#)  
[03-24-26 Workshop Minutes DRAFT](#)  
[03-24-26 Regular Meeting Minutes DRAFT](#)

#### CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)

4. [26-3700](#) Citizen Input on agenda items (Green Form)

**Attachments:** [Citizen Input Speaker Green Form 031424 ACC](#)

#### ADOPTION OF CONSENT AGENDA (Item # 5 - 22)

##### Personnel Recommendations

5. [26-3685](#) Approval of the Personnel Recommendations

**Attachments:** [25-26 BOARD AGENDA APRIL 14 2026](#)  
[2026 Inst. Supplements & Differentiated Pay for 4-14-2026](#)  
[2026 Noninst., PTS & Adm. Supplements for 4-14-2026](#)

##### All Other Teaching & Learning Agenda Items

6. [26-3668](#) Approve an overnight trip for Powell Middle School Advanced Band Students to perform at Universal City Walk from May 8, 2026 to May 9, 2026 in Orlando, Florida.

**Attachments:** [Band Budget 2026](#)

7. [26-3681](#) Approve the Memorandum of Agreement between the Florida Department of Health, Hernando County Health Department, and the School Board of Hernando County for the 2026-2027 School Year.

**Attachments:** [FL Department Of Health H C Health Department MOA](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

8. [26-3684](#) Approve Overnight Field Trip for Hernando County School District Students to Attend the 2026 Florida History Day at the Tallahassee State College in Tallahassee, Florida, May 3 - 5, 2026

**Attachments:** [Budget Sheet FL History Day](#)

##### All Other Business Services Agenda Items

9. [26-3589](#) Approval of the Interlocal Agreement between the City of Brooksville, Florida and the School Board of Hernando County, Florida for use of tennis courts and volleyball courts.

**Attachments:** [CITY OF BROOKSVILLE ILA](#)  
[Interlocal City Volley Tennis Courts Clean Copy](#)  
[No Impact Budget Sheet](#)

10. [26-3669](#) Ratify changes to the contract between the Hernando Classroom Teachers Association and the Hernando School District.

**Attachments:** [Signed TA's MOU's 3.3.26](#)  
[2025-2026 instructional placement salary schedule](#)  
[HCTA Budget Sheet - TSIA; Performance Pay; Bonus](#)

11. [26-3675](#) Approve a one-time Retention Bonus for Professional/Technical/Supervisory, Guardian and Administrative Staff

**Attachments:** [Budget Sheet - PTS & Admin - Bonus \(Admin Perf Pay\)](#)  
[STRIKE school based administrative placement salary 2025-26](#)  
[CELAN school based administrative placement salary 2025-26](#)

12. [26-3687](#) Approve Final Order to make Steven Blum Ineligible for Employment with the Hernando County School District and to be reported to FLDOE for Inclusion on the Disqualification List.

**Attachments:** [Proposed Final Order \(Steven Edward Blum\)](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

#### All Other Purchase Order/Bid Agenda Items

13. [26-3598](#) Approve the Purchase of Marcraft Instructional Equipment and Curriculum Resources from Southern Education Systems, Inc. for Technology Program Enhancements Across Multiple High Schools and Authorize the Issuance of Purchase Orders for an Estimated spending of \$200,000.00

**Attachments:** [Hernando County Schools Cybersecurity Essentials Qte BS260310 001](#)  
[Hernando County Schools Digital Forensics Qte BS260310 002](#)  
[Standard Addendum to Agreements](#)  
[State of Florida Affidavit](#)  
[PUR 1355](#)  
[Budget Sheet Marcraft](#)

14. [26-3651](#) Award the Contract for Construction Manager Services for Serving Line Replacement at D.S. Parrott Middle School and Endeavor Academy, to Skanska USA Building, Inc., for construction goods & services under RFQ #9009-234-2301: Construction Manager Services Continuing Contract and authorize the purchase of \$15,000.00 in pre-construction services Food & Nutrition Services funds.

**Attachments:** [26-3651 A133-2019 & Exhibits CM for DSPMS Endeavor Serving Line Skanska Signed](#)  
[26-3651 Budget Sheet FNS Serving Line Replacement](#)

15. [26-3670](#) Approve the renewal of the Piggyback of OMNIA Partners, Contract No. 23-6692-04: Technology Product Solutions and Related Services, awarded to Iron Bow Technologies and authorize the purchase of goods and/or services for an estimated annual spending of \$150,000.00.

**Attachments:** [26-257-14 PB RN Iron Bow \(04-14-26\)](#)  
[26-3670 Ironbow 04-14-26 budget sheet](#)

16. [26-3671](#) Approve the renewal of the Piggyback of OMNIA Partners/National Cooperative Purchasing Alliance (NCPA), Region 14 Education Service Center, RFP #46-22, Contract #14-22: Threat and Weapons Detection Software and Equipment awarded to Zeroeyes and authorize purchases for an estimated annual amount of \$250,000.00.

**Attachments:** [24-838-33 PB RN Threat and Weapon Detection \(04-14-26\)](#)  
[Zeroeyes Budget Sheet WITH Financial Impact 04-14-2026](#)

17. [26-3676](#) Approve the award of Bid No. 26-485-33, Janitorial/Custodial Products (Warehouse Delivery), to multiple vendors, and authorized the purchase of custodial products for an estimated annual spending of \$300,000.00

**Attachments:** [26-485-33 Janitorial Custodial Products \(04-14-2026\)](#)  
[Budget Sheet](#)

18. [26-3677](#) Award Bid #9009-2602-003, Parking Improvements for Spring Hill Elementary School, to T&C Underground, Inc., and approve the contract and the purchase of construction goods and services for \$1,216,500.00 using half-cent funds.

**Attachments:** [26-3677 Advertisement for Bids SHES Parking](#)  
[26-3677 T&C Bid](#)  
[26-3677 Bid Tabulation SHES Parking](#)  
[26-3677 Bid Recommendation SHES Parking](#)  
[26-3677 Notice of Intent to Award SHES Parking](#)  
[26-3677 A101 GC Agreement with Exhibits Signed](#)  
[26-3677 Budget Sheet GC for SHES Parking Improvements](#)

19. [26-3678](#) Approve the renewal of bid no. 22-968-39 RN, Plumbing Repairs & Services and Parts, awarded to Balanced Mechanical & Plumbing Services, LLC and Charlie's Plumbing, Inc. and authorize purchases of goods and services for an estimated annual spending of \$60,000.00.

**Attachments:** [22-968-39 RN Plumbing Repairs & Services \(04-14-2026\)](#)  
[Budget Sheet Plumbing\\_22-968-39](#)

20. [26-3680](#) Approve the Renewal of Bid No. 24-315-28 RN: Epoxy Resin Composition Flooring: New Installation, Repairs and Related Services, awarded to Scaife Enterprises and authorize the purchase of services for an estimated annual spending of \$180,000.00.

**Attachments:** [24-315-28 RN Epoxy Resin Composition Flooring \(04-14-2026\)](#)  
[Budget Sheet - Epoxy Flooring](#)  
[26-3680 FNS Flooring Budget Sheet](#)

- 21. [26-3686](#) Approve the Renewal of Bid No. 22-968-38 RN, Tree Trimming Services, awarded to Hernando Tree Pros and authorize the purchase of services for an estimated annual spending of 60,000.00.

**Attachments:** [22-968-38 RN Tree Trimming Services \(4-14-26\)](#)  
[Budget Sheet Tree Trimming 2026](#)

- 22. [26-3688](#) Approve the piggyback of OMNIA Partners Public Sector/Region 4 Education Service Center (ESC), RFP No. R2504, contract Nos. 250402, 250403 and R250405: Audio Visual Solutions and Services, awarded to B&H Foto and Electronics Corp, Best Buy Stores, L.P and AVI Systems dba Forte and authorize the purchase of goods or services for an estimated annual amount of \$500,000.00.

**Attachments:** [26-3688 Tabulation](#)  
[26-3688](#)

**ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION**

**ADDENDUM ITEMS**

**CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)**

- 23. [26-3701](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

**Attachments:** [Citizen Input Speaker Pink Form 031424 ACC](#)

**INFORMATIONAL AGENDA ITEMS**

**GENERAL COUNSEL**

**SCHOOL BOARD COMMENTS**

**ADJOURNMENT**

The next School Board Meetings are scheduled for April 28, 2026:  
2:00 PM - Workshop  
6:00 PM - Regular Meeting

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

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# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 1. 26-3698**

4/14/2026

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**Title and Board Action Requested**

Approval to adopt the agenda dated 4/14/2026.

**Executive Summary**

The Superintendent of Schools, hereby requests the Board adopt the agenda dated 4/14/2026.

**My Contact**

Ray Pinder  
Superintendent of Schools

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

No Financial Impact

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 2. 26-3699**

4/14/2026

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**Title and Board Action Requested**

Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

**Executive Summary**

Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

**My Contact**

Jaserah Abdul-Rahim  
Student Representative to the School Board

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

No Financial Impact



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 3. 26-3679**

4/14/2026

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**Title and Board Action Requested**

Approval of the Minutes from the March 10, 2026 Employee Discipline Appeal Hearing; and the Informal, Workshop, and Regular School Board Meeting of March 24, 2026.

**Executive Summary**

The Superintendent of Schools, hereby requests the Board approve the minutes.

**My Contact**

Kelly A. Pogue

Executive Office Manager to the School Board and General Counsel

Pogue\_k@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

No Financial Impact



# Hernando School District

## Employee Disciplinary Appeal Hearing

### Minutes - Draft

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Tuesday, March 10, 2026

9:00 AM

District Office-Board Room  
919 N. Broad Street  
Brooksville, FL 34601

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#### CALL TO ORDER

**Present** Board Chair Kayce Hawkins  
Vice Chair Shannon Rodriguez  
Board Member Michelle Bonczek  
Board Member Susan Duval  
Board Member Mark Johnson

*This hearing was called to order at 9:01 A.M. Also present were Robert Meyers, School Board Attorney, Ray Pinder, Superintendent.*

#### EMPLOYEE DISCIPLINE APPEAL HEARING

1. [26-3637](#) Disciplinary Hearing Regarding Demotion from EST III to EST I for Stephen Hewitt that was completed end of day October 23, 2025.

**Attachments:** [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**RESULT:** ADOPTED

**MOVER:** Michelle Bonczek

**SECONDER:** Mark Johnson

**AYES:** Board Chair Hawkins, Vice Chair Rodriguez, Board Member Bonczek,  
Board Member Duval, and Board Member Johnson

*Mr. Meyers read the rules for this hearing. All parties were sworn in.*

*Parties for the District:*

*Matt Goldrick, Director of Labor Relations and Professional Standards*

*Caroline Mockler, Staff Counsel for HCSD*

*Natasha Saavedra, Principal of Pine Grove Elementary*

*Stephanie Sauvageot, Assistant Principal of Pine Grove Elementary*

*Robert Kublick, Support Operations Manager for EST*

*Parties for the Employee:*

*Branden Vicari, Attorney for Respondent*

*Stephen Hewitt, Employee*

*Ms. Mockler revised a statement that Mr. Hewitt's job entailed that he stay on campus*

*and he did stay on campus while he worked. She also asked to have Exhibit 10 removed. Conversation on the admission of hearsay evidence. Per Mr. Myers, it is admissible. It will be noted in the record that Mr. Vicari objected to the evidence.*

*Mr. Vicari requested that while one witness for the district is testifying, the others leave the room so that they cannot hear the testimony. Ms. Mockler has no objection. The Board granted this request. Mr. Goldrick can stay in the room.*

*Mr. Vicari objected to Mr. Kublick's testimony describing the morale of the EST's as hearsay. Noted for the record.*

*Ms. Mockler objected to Mr. Hewitt's argument of OT not being paid on the basis of argumentative, no foundation of law. Noted for the record.*

*Recessed at 10:54 A.M. and reconvened 11:04 A.M.*

*EST job descriptions passed out to board and Mr. Vicari.*

*Ms. Mockler objected to Mr. Hewitt's description of his relationship with Kelly Slusser as hearsay. Noted for the record.*

*Ms. Mockler objected to Mr. Hewitt's conversation surrounding the cleanup of the release of fire extinguisher in the self-contained rooms on the basis of hearsay. Noted for the record.*

*Motion was made to uphold the Superintendent's recommendation for the demotion of Stephen Hewitt from EST III to EST I.*

**ADJOURNMENT**

*The meeting adjourned at 12:34 P.M.*

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Board Chair**

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.



# Hernando School District

## School Board Informal Meeting

### Minutes - Draft

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Tuesday, March 24, 2026

1:00 PM

District Office-Board Room  
919 N. Broad Street  
Brooksville, FL 34601

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#### CALL TO ORDER

**Present** Board Chair Kayce Hawkins  
Vice Chair Shannon Rodriguez  
Board Member Michelle Bonczek  
Board Member Susan Duval  
Board Member Mark Johnson

*The Informal Meeting was called to order at 1:03 P.M. Also present were Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent.*

#### GENERAL DISCUSSION

**An informal meeting of the School Board has been scheduled for general discussion among Board Members on Educational Matters**

Topics of Discussion:

*Johnson: Value Adjustment Board Handout*

*Johnson: End of Year school events. Better coordination in the calendar, requested invitations be sent out sooner. Mr. Pinder to follow-up with schools. Mrs. Rodriguez also agrees. She would like a master calendar with no overlapping.*

*Rodriguez: COSSBA recap. Recommended Greenole for our district (currently piloting the program at CES), similar to what we have now (Trane). Mr. Pinder to find out if Trane can do predictive analysis.*

*Rodriguez: "Sexual Cyber Bullying" There are programs districts can use to educate students on this. Meeting will be set up.*

*Hawkins: Concession stand for NCTHS. Hopefully will have a portable trailer by summer. Mrs. Bonczek recommended turning a bus into a concession stand for schools.*

*Hawkins: Mariner/Landover light going in. Construction causing issues at crosswalk from SHS Theatre to the school. Requested a pedestrian safety bridge for students. Jeff Rogers is meeting with committee to see how this can be funded.*

*Hawkins: YMCA food drive with HCSO, BOCC for fundraiser, 7 days of food for students. April 6-15th. Mr. Pinder to discuss with principals.*

*Hawkins: Budget and plan for courts and tracks. Requesting budget line item and schedule moving forward. District wide rotation of maintenance, and cleaning schedule, dedicated line items. Workshop requested with Facilities to discuss this with Mr. Kupcik before end of the year.*

*Rodriguez: Commented satisfaction that they were able to avoid impasse.*

[26-3683](#) Handouts from the Informal Meeting of March 24, 2026.

**Attachments:** [02-24-26 Handout by M. Johnson Board Comments](#)

**ADJOURNMENT**

*The meeting adjourned at 2:08 P.M.*

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**Superintendent**

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**Board Chair**

Mission Statement

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# Hernando School District

## School Board Workshop

### Minutes - Draft

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Tuesday, March 24, 2026

2:00 PM

District Office-Board Room  
919 N. Broad Street  
Brooksville, FL 34601

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#### CALL TO ORDER

**Present:** Board Chair Kayce Hawkins  
Vice Chair Shannon Rodriguez  
Board Member Michelle Bonczek  
Board Member Susan Duval  
Board Member Mark Johnson

*The Workshop was called or to order at 2:16 P.M. Also present were Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent.*

#### PRESENTATIONS

1. [26-3638](#) Student Safety Presentation Titled Traffic Stops & Teen Drivers - Staying Safe, Smart, and In-Control by Assistant State Attorney D. Robert Lewis of the Office of the State Attorney, Fifth Judicial Circuit

**Attachments:** [Young Driver Presentation](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

*John Morris, Director of Secondary Programs, and D. Robert Lewis, Assistant State Attorney, came forward to present this item.*

*There is no cost for this program. Concerns about program being curriculum aligned. Suggestion of notification to parents/consent forms with opt in option (maybe through Parent Square).*

*Consensus from the board is to move forward. Mr. Morris to coordinate with high schools for implementation.*

2. [26-3587](#) Presentation of Sunrise School Site Update, by Brian Ragan, Director of Facilities & Construction, and Jim Lipsey, School Planner.

**Attachments:** [26-3587 Sunrise School Site Update PRESENTATION.pdf](#)  
[26-3587 Sunrise Property Access License Agreement DRAFT.pdf](#)  
[26-3587 Budget Sheet NO Financial Impact](#)

*Brian Ragan, Director of Facilities & Construction, and Jim Lipsey, School Planner, came forward to present this item.*

*Board consensus is to not move forward with this. Item will be brought back with a*

*rejection letter.*

- 3. [26-3647](#) Review and Tentative Approval of Neola Policy 5517 Anti-Harassment.

**Attachments:** [po5517 Anti-Harassment Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

*Barbara Kidder, Assistant Superintendent of Business and Support Operations came forward to present this item. Mr. Meyers mentioned that some verbiage that may need to be looked at in regard to the definition of the word "incident". It was stated that the verbiage in this policy is from DOE.*

*Mrs. Rodriguez asked for data on the two different policies: 5517 harassment, and 5517.01 bullying. Ms. Duval explained that there are two separate items in the Student Code of Conduct on both harassment and bullying.*

*Mr. Pinder stated that he will have Jill Kolasa do a presentation on the practice of how this comes together.*

- 4. [26-3571](#) Review and Tentative Approval of Neola Policy - 5460 Graduation Requirements.

**Attachments:** [Revised policy 5460 Graduation Requirements Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

*Barbara Kidder, Assistant Superintendent of Business and Support Operations, came forward to present this item.*

**GENERAL COUNSEL**

**ADDENDUM ITEMS**

**GOOD OF THE ORDER/BOARD DISCUSSION**

**School Board Comments**

**ADJOURNMENT**

*The Workshop adjourned at 3:50 P.M.*

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**Superintendent**

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**Board Chair**

Mission Statement

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# Hernando School District

## School Board Regular Meeting

### Minutes - Draft

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Tuesday, March 24, 2026

6:00 PM

District Office-Board Room  
919 N. Broad Street  
Brooksville, FL 34601

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Revision #2

#### CALL TO ORDER

**Present:** Board Chair Kayce Hawkins  
Vice Chair Shannon Rodriguez  
Board Member Michelle Bonczek  
Board Member Susan Duval  
Board Member Mark Johnson

*The Meeting was called to order at 6:03 P.M. Also present were Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent.*

#### REFLECTION

by Mark Johnson, Board Member

#### PLEDGE OF ALLEGIANCE by West Hernando Middle School

#### SCHOOL SPOTLIGHT

*The school spotlight was provided by Mr. Healy, Principal of West Hernando Middle School. Mr. Ellerman recognized WHMS employees with thirty years or more of service.*

#### ADOPTION OF AGENDA

1. [26-3628](#) Approval to adopt the agenda dated 3/24/2026.

**RESULT:** ADOPTED

**MOVER:** Mark Johnson

**SECONDER:** Shannon Rodriguez

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

#### ELECTED OFFICIALS

*No one came forward to speak on this item.*

**STUDENT REPRESENTATIVE TO THE BOARD, Jaserah Abdul-Rahim**

2. [26-3629](#) Student Representative, Jaserah Abdul-Rahim of F.W. Springstead High School, to Share an Update of School Related Activities and Events with the Board

**PRESENTATIONS**

3. [26-3480](#) Recognition of the March HCSD Veteran

**Attachments:** [Budget Sheet - NO Financial Impact](#)

*Mr. Ellerman, Director of Communications, came forward to recognize Juretta Carr as the Veteran of the month.*

4. [26-3625](#) Recognition of Central High School's Beta Club

**Attachments:** [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

*Lisa Cropley, Executive Director of Student Support Programs; Kelly Slusser, Principal of Central High School; and Kim Warden, BETA Club Sponsor, came forward to recognize these students.*

5. [26-3663](#) Recognition of Springstead High School for Achieving Silver Status with Access from the College Board's National AP Honor Roll

**Attachments:** [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

*John Morris, Director of Secondary Programs came forward to present this item.*

6. [26-3611](#) Recognition of HCSD Internal Account Bookkeepers

**Attachments:** [Budget Sheet - NO Financial Impact \(1\)](#)

*Mr. Ellerman, Director of Communications, came forward to present this item.*

**APPROVAL OF THE MINUTES**

7. [26-3630](#) Approval of the Minutes from the Regular School Board Meeting of 2/24/2026.

**Attachments:** [02-24-26 Regular Meeting Minutes with links DRAFT](#)

**RESULT:** ADOPTED

**MOVER:** Michelle Bonczek

**SECONDER:** Mark Johnson

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

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**EXPULSION RECOMMENDATIONS**

8. [26-3618](#) Enter a Final Order Expelling the Student in Case No. E2026-02-01 for the remainder of the 2025-26 school year and first semester of the 2026-27 school year with educational services provided through eSchool.

**Attachments:** [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**RESULT:** ADOPTED

**MOVER:** Michelle Bonczek

**SECONDER:** Mark Johnson

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

**CITIZEN INPUT ON AGENDA ITEMS (GREEN SPEAKER FORMS)**

9. [26-3631](#) Citizen Input on agenda items (Green Form)

**Attachments:** [Citizen Input Speaker Green Form 031424 ACC](#)

*No one came forward to speak on this item.*

**ADOPTION OF CONSENT AGENDA (Item numbers 10-39)**

**RESULT:** APPROVED THE CONSENT AGENDA

**MOVER:** Susan Duval

**SECONDER:** Michelle Bonczek

**AYES:** Hawkins, Rodriguez, Bonczek, Duval, Johnson

**Personnel Recommendations**

- \*10. [26-3657](#) Approval of the Personnel Recommendations

**Attachments:** [25-26 BOARD AGENDA MARCH 24 2026 R2](#)  
[3-24-26 CORE OOF board agenda](#)  
[ESOL - 3.24.26 Agenda](#)  
[2026 Inst. Supplements & Differentiated Pay for 3-24-2026](#)  
[2026 Noninst., PTS & Adm. Supplements for 3-24-2026](#)

**All Other Teaching & Learning Agenda Items**

11. [26-3655](#) Approve Overnight Field Trip for Hernando High School Students to Attend the 2026 USF CyberLaunch Florida Competition in Tampa, Florida from April 23 - 24, 2026

**Attachments:** [Cost Breakdown of Trip HHS CyberLaunch](#)  
[Budget Sheet HHS CyberLaunch](#)

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12. [26-3656](#) Approve Overnight Field Trip for Nature Coast Technical High School Students to Attend the 2026 USF CyberLaunch Florida Competition in Tampa, Florida from April 23 - 24, 2026
- Attachments:** [Cost Breakdown of Trip NCTHS CyberLaunch](#)  
[Budget Sheet NCTHS CyberLaunch](#)
13. [26-3658](#) Approve Overnight Field Trip for Springstead High School Students to Attend the 2026 Florida State Science and Engineering Fair that will be held at Lakeland, Florida from March 31 - April 2, 2026
- Attachments:** [Cost Breakdown of Trip SHS SSEF](#)  
[Budget Sheet SHS SSEF](#)
14. [26-3659](#) Approve the Overnight Field Trip for F.W. Springstead High School Students to Attend the Florida Envirothon in Fort Lauderdale, Florida from April 10, 2026 through April 11, 2026
- Attachments:** [Leave of Absence - Florida Envirothon 4-10-2026](#)  
[SHS Budget Sheet - Florida Envirothon 4-10-2026](#)
15. [26-3666](#) Approve an overnight field trip for the Central High School BETA Club teachers, chaperones, and 8 students to Nashville, Tennessee, for BETA Club National Convention on June 16 - 20, 2026.
- Attachments:** [CHS BETA Club Nashville 061626 Cover Sheet](#)  
[CHS BETA Club Nashville 061626 Budget Sheet](#)
16. [26-3667](#) Approve Overnight Field Trip for Winding Waters K-8 School Students to Attend the 2026 Florida State Science and Engineering Fair that will be held at Lakeland, Florida from March 31 - April 2, 2026
- Attachments:** [Cost Breakdown of Trip WWK8 SSEF](#)  
[Budget Sheet WWK8 FL SSEF](#)

#### All Other Business Services Agenda Items

17. [26-3588](#) Ratify changes to the contract between Hernando United School Workers and the Hernando County School District.
- Attachments:** [HUSW Signed TAs 1-4 & MOU](#)  
[Budget Sheet - HUSW](#)
18. [26-3620](#) Approve Fiscal Year 2025-2026 Budget Amendment No. 2 for the Quarter Ending December 31, 2025.
- Attachments:** [26 GF BA 2](#)  
[26 DSF BA 2](#)  
[26 CPF BA 2](#)  
[26 FSF BA 2](#)  
[26 SRF BA 2](#)  
[26 ESSER III BA 2](#)

19. [26-3636](#) Approve a one-time Retention Bonus for Confidential Staff

**Attachments:** [Budget Sheet - Conf Retention Bonus](#)

#### All Other Support Operations Agenda Items

20. [26-3585](#) Approval of Resolution #R26-006 - Jackson Property

**Attachments:** [26-3585 Resolution R26-006 Jackson Property 3.3.26](#)  
[26-3585 Budget Sheet NO Financial Impact](#)

21. [26-3635](#) Approval of the 2026-2027 School Year Bell Times

**Attachments:** [2026-27 Proposed Bell Times with Expanded Drop Off Times 2.26](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

22. [26-3639](#) Approval of the Proportionate Share Mitigation Agreement with Shady Oaks.

**Attachments:** [260302 Shady Oaks PSMA Applicant Signed](#)  
[26-3639 Budget Sheet NO Financial Impact ACC](#)

23. [26-3640](#) Approval of the Proportionate Share Mitigation Agreement with Liberty Cove.

**Attachments:** [26-3640 Liberty Cove PSMA Applicant Signed](#)  
[26-3640 Budget Sheet NO Financial Impact ACC](#)

24. [26-3644](#) Approve the Out of State Travel for Brian Ragan and Robert Kublick to attend the Educational Manufacturing Tour - Tarkett Commercial Facilities from May 11, 2026 to May 13, 2026 in Florence, Alabama and Dalton, Georgia.

**Attachments:** [Educational Manufacturing Tour - Tarkett Commercial Facilities - 5-11-26 to 5-13-26](#)  
[LOA - R. Kublick](#)  
[LOA - B. Ragan](#)  
[Budget Sheet - No Financial Impact](#)

#### All Other Purchase Order/Bid Agenda Items

25. [26-3627](#) Approve the renewal of the piggyback of Choice Partners No. 24/023TC-23: Maintenance, Repair & Operations (MRO) Parts, Equipment and Related Services, awarded to Parts Town, LLC., and authorize purchases for an estimated annual spending of \$55,000.00.

**Attachments:** [26-3627 Choice Partners](#)  
[26-3627 Budget Sheet FNS](#)  
[26-3627 Budget Sheet Maintenance](#)

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26. [26-3641](#) Approve the Professional Service Agreement Amendment and renewal of the piggyback of Charlotte County Public Schools, RFQ 22/23-23MP: Building Code Administrator, awarded to M.T. Causley, LLC, for building code official services, and authorize the purchase of said services for an estimated annual amount of \$150,000.00.
- Attachments:** [26-3641 Building Code Administrator 26-961-22 PB RN](#)  
[26-3641 First Amendment to the PSA with MT Causley](#)  
[26-3641 Budget Sheet - Building Official Admin Services](#)
27. [26-3642](#) Approve the piggyback of OMNIA Partners Cooperative/US Communities Government Purchasing Alliance, Contract No. R-TC-17006, Online Marketplace for the Purchase of Products and Services, awarded to Amazon Business LLC and authorized the purchase of goods for an estimated annual spending of \$75,000.00
- Attachments:** [26-998-37 PB Online Marketplace \(03-24-26\)](#)  
[Budget Sheet](#)
28. [26-3643](#) Approve the Guaranteed Maximum Price Amendment to the contract with Walbridge Aldinger LLC, for construction goods and services for Drainage & Turf Improvements for Springstead High School and authorize the purchase of said goods and services not to exceed \$3,308,637.00 using half-cent funds
- Attachments:** [26-3643 GMP A133-2019 Exhibit A-FINAL Signed](#)  
[26-3643 Budget Sheet GMP Walbridge](#)
29. [26-3645](#) Approve the Guaranteed Maximum Price Amendment to the contract with J.E. Dunn Construction Company, for construction goods and services for Play Court Relocation for Weeki Wachee High School and authorize the purchase of said goods and services not to exceed \$974,673.00 using half-cent funds.
- Attachments:** [26-3645 A133-2019 Exhibit A GMP - FINAL JED Signed](#)  
[26-3645 Budget Sheet WWHS Play Court GMP](#)
30. [26-3646](#) Award RFQ #9009-2512-606, Engineering Services for HVAC Replacement for Powell Middle School, to Phoenix Engineering Group, Inc, for Engineering Services and approve the contract and the purchase of said services not to exceed \$725,000.00 using half-cent funds.
- Attachments:** [26-3646 RFQ Engineering PMS HVAC](#)  
[26-3646 PMS HVAC Replacement Phoenix Presentation](#)  
[26-3646 Scores & Final Ranking for Engineering PMS HVAC](#)  
[26-3646 C103-2015 AE for PMS HVAC with Exhibits PEG](#)  
[Signed](#)  
[26-3646 Budget Sheet - Engineer for PMS HVAC](#)
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31. [26-3648](#) Award Bid #9009-2601-2002, Roof and Soffit Replacement Phase 2 for D.S. Parrott Middle School, to Old World Craftsmen, Inc., and approve the contract and the purchase of construction goods and services for \$1,611,535.00 using half-cent funds.
- Attachments:** [26-3648 DSPMS Roof and Soffit PH 2 Ad Copy](#)  
[26-3648 Bid Tabulation DSPMS Roof and Soffit PH2](#)  
[26-3648 Bid Proposal Old World Craftsmen, Inc.](#)  
[26-3648 Bid Recommendation DSPMS Roof PH2](#)  
[26-3648 Notice of Intent to Award Old World Craftsmen Signed](#)  
[26-3648 A101-2017 DSPMS Roof PH2 CM Agreement with Exhibits - Signed](#)  
[26-3648 Budget Sheet DSPMS Roof & Soffit PH2](#)
32. [26-3649](#) Award Bid No. 26-360-32 - Carpet, VCT & LVT: Installation, Removal & Repairs, to Mark's Flooring, Inc, for flooring needs, goods and services and authorize the purchase for an estimated annual spending of \$55,000.00.
- Attachments:** [26-360-32 Carpet & VCT \(03-24-2026\)](#)  
[Budget Sheet - Marks Flooring 3-2026](#)
33. [26-3652](#) Award Bid No. 26-645-24, Specialty Papers, Envelopes and Ink for Central Printing Services, to MAC Papers, LLC and Veritiv Operating Company, and authorized the purchase of goods for an estimated annual spending of \$55,000.00
- Attachments:** [26-645-24 Specialty Papers \(03-24-26\)](#)  
[Budget Sheet](#)
34. [26-3653](#) Approve the Memorandum of Understanding between Pasco-Hernando State College and Hernando County School District for Wilton Simpson Technical College for the Perkins V Comprehensive Local Needs Assessment and authorize expenditures for an estimated \$20,000.
- Attachments:** [FL Hernando PHSC CLNA 2526 signed](#)  
[Budget Sheet 3-2026 Perkins](#)
35. [26-3654](#) Approve the renewal of the piggyback of Pinellas County School District, Bid No. 24-031-096: HVAC Filters & Frames, awarded to Andrews Filter & Supply Corporation for HVAC filters, frames and related goods or services and authorize the purchase for estimated annual spending amount of \$60,000.00.
- Attachments:** [24-031-34 PB RN HVAC Filters & Frames \(03-24-26\)](#)  
[Budget Sheet Air Filters 2026](#)
36. [26-3660](#) Approve the contract and authorize the purchase of contracting an E-Rate Consultant from E-Rate Central for an estimated cost of \$119,700.00 with the annual fee for year one is \$13,300.00 and in the remaining four-years of \$26,600.00.
- Attachments:** [E-Rate Contract](#)  
[Standard Addendum - Signed](#)  
[E-Rate Central - W9](#)  
[Budget Sheet](#)
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37. [26-3662](#) Approve the Purchase of Advanced Placement Exams from College Board and Authorize the Issuance of Purchase Orders in an Estimated Amount of \$234,722.00

**Attachments:** [2026 AP Exams Order](#)  
[Budget Sheet AP Exams](#)

38. [26-3664](#) Approve the Renewal of the Piggyback of Sourcewell Solicitation RFP #091521, Contract #091521-NAF for Cars, Trucks, Vans, SUVs, Cab Chassis & Other Vehicles, Awarded to National Auto Fleet Group (NAFG), and Authorize the Purchase of a 2026 Ford Transit Passenger Vehicle for an Estimated Spending of up to \$100,000.00

**Attachments:** [23 070 37 PB RN Cars, Trucks, Vans 03 24 26](#)  
[Alan Jay Fleet Sales Quote 70450](#)  
[Budget Sheet Bid No 23 070 37 PB RN](#)

#### All Other Safe Schools Agenda Items

39. [26-3634](#) Approve the First Amendment to SROA, School Resource Officer Agreement, of the Hernando County Sheriff's Office contract which will represent School Resource Officer use of body-worn cameras.

**Attachments:** [Amendment to SRO agreement BWC - stamp](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

#### ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

#### ADDENDUM ITEMS

#### CITIZEN INPUT ON GENERAL TOPICS (PINK SPEAKER FORMS)

40. [26-3632](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

**Attachments:** [Citizen Input Speaker Pink Form 031424 ACC](#)

*Robert Meyers, School Board Attorney, read the instructions for this item. The following citizens came forward to speak: Gracie Mulrooney, and Kimberly Mulrooney.*

#### INFORMATIONAL AGENDA ITEMS

#### GENERAL COUNSEL

*Mr. Meyers shared comments regarding a lawsuit that he is involved in with the Collier County School District pertaining to public record requests of student and parent directory information. An arbitrator ruled in their favor saying that those records are not confidential or protected by FERPA. He stated that they disagreed, went to trial and prevailed. The Florida Assistance Alliance did not receive the requested information and has appealed. Mr. Meyers will keep the board posted.*

#### SCHOOL BOARD COMMENTS

*Mr. Johnson clarified comments made about impasse and supporting the union. Mrs. Rodriguez made comments on priorities of the district and working towards a common goal. Ms. Duval acknowledged students in a variety of events. Miss Abdul-Rahim recognized the bookkeeper from Springstead High School on her achievement this evening. Mr. Pinder announced that parent surveys are out to take. He*

*also shared upcoming events, including scholarship opportunities.*

**ADJOURNMENT**

*The Meeting adjourned at 7:00 P.M.*

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**Superintendent**

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**Board Chair**

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

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# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 4. 26-3700**

4/14/2026

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**Title and Board Action Requested**

Citizen Input on agenda items (Green Form)

**Executive Summary**

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

**My Contact**

Ray Pinder  
Superintendent of Schools

**2023-28 Strategic Focus Area**

Priority 3: Community Connection

**Financial Impact**

There is no financial impact

## AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form  
from being presented to the Board Chair.

LEGAL NAME/PRINTED: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

Identify agenda item to be addressed:

Ex.) Agenda item #: 10

Agenda item #: \_\_\_\_\_

Agenda item #: \_\_\_\_\_

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the School Board Meeting is called to order.
- The HCSD Code of Civility will be in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

*My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:*

Signature of speaker: \_\_\_\_\_

Chairperson's Approval of form: \_\_\_\_\_

<b>FOR OFFICE USE ONLY:</b>
Date Received: _____
Time Received: _____

# Hernando County School Board

## CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

\*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 5. 26-3685**

4/14/2026

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**Title and Board Action Requested**

Approval of the Personnel Recommendations

**Executive Summary**

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

**My Contact**

Alexis Brown  
Director of Human Resources  
352-797-7070 Ext. 70445  
brown\_a1@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 2: Talent Management

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

**1. Instructional Leaves**

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Meredith	Benvegna	Teacher	FWSHS	01/06/26	04/09/26
Joy	DeMaria	Teacher	WES	05/05/26	05/19/26
Jessica	Strat	Teacher	CHS	02/26/26	05/06/26

Intermittent Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Stewart	Diffenderfer	Teacher	EES	02/06/26	06/02/26
Maureen	Gallagher	Teacher	FCMS	02/06/26	06/02/26
Heather	Kreismer	Teacher	FWSHS	02/13/26	05/13/26
Michelle	Mayhill	Certified School Counselor	CHS	02/17/26	06/02/26
Allyson	Truman	Teacher	JDFES	02/23/26	06/02/26
Elana	Wood	Teacher	FWSHS	02/09/26	06/02/26

Return from Leave Early

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Return Date</u>
Kimberly	Congdon	Teacher	WWHS	03/23/26

**2. Instructional Appointments and Approval of Probationary Contract**

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Crystal	Cox	Teacher	WWHS	03/02/26
Mark	Lunn	Teacher	FCMS	03/02/26

**3. Instructional Transfers**

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Andrea	Jensen	Teacher, DES	Program/Staffing Specialist, ESE	03/23/26
Nicholas	Manco	Teacher, DSPMS	Teacher, PMS	03/23/26

**4. Instructional Separations**

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Julie	Brady	Teacher	WWHS	03/27/26	Resignation
Terras	Gatlin	Teacher	CHS	03/23/26	Resignation
Stacey	Johnson	Program/Staffing Specialist	ESE	03/06/26	Retirement
Mary Beth	Longcoy-Gisler	Teacher	PGES	03/23/26	Retirement
Michelle	Seeholzer	Teacher	BES	03/10/26	Resignation

**5. Non-instructional and Professional/Technical/Supervisory Leaves**

Intermittent Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Miriam	Gomez	Adult Literacy Technician	Adult ED	02/17/26	06/02/26

Return from Leave Early

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Return Date</u>
Ann	Royer	Bus Attendant	Transportation	03/09/26

**6. Non-instructional and Professional/Technical/Supervisory Appointments**

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Hilda	Amadeo	Food/Nutrition Services Associate	FCMS	03/25/26
Marie	Beadling	Food/Nutrition Services Associate	CHS	03/24/26
Mackenzie	Bell	Paraprofessional II	WES	03/11/26
David	Boriskck	Bus Operator	Transportation	03/02/26
Chieko	Bozek	Bus Attendant	Transportation	03/02/26
Nixaliz	Elizalde	Food/Nutrition Services Associate	DES	03/24/26
Candace	Fisher	Food/Nutrition Services Associate	CHS	03/24/26
Tracey	Gillespie	Pre-K Assistant	MES	03/11/26
Marilyn	Houser	Bus Operator	Transportation	03/02/26
Leticia	Melendez	Bus Attendant	Transportation	03/02/26
Laura	Murray	Secretary II	WWHS	03/09/26
Margaret	Riley	Bus Attendant	Transportation	03/02/26
Luz	Salazar	Food/Nutrition Services Associate	PMS	03/24/26

**7. Non-instructional and Professional/Technical/Supervisory Transfers**

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Alyxandra	Dodson	Food/Nutrition Services Associate, CHS	Food/Nutrition Services Associate, CK8	03/02/26
Miriam	Negron	Food/Nutrition Services Associate, FCMS	Food/Nutrition Services Associate, NCTHS	03/26/26
Susette	Porrata	Food/Nutrition Services Associate Rover, Food/Nutrition	Food/Nutrition Services Associate, CES	03/26/26
Jessica	Sawyer	Paraprofessional, PGES	School Health Professional, FWSHS	03/10/26
John	Thompson	Environmental Services Tech I, HHS	Environmental Services Tech I, EES	03/09/26

**8. Non-instructional and Professional/Technical/Supervisory Separations**

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Anthony	Abner	Paraprofessional	CHS	03/27/26	Resignation
Raylene	Abner	Secretary II	CHS	03/27/26	Resignation
Yaunell	Burgos Padua	Paraprofessional I	HHS	03/13/26	Resignation

Zenia	Calderon Laguardia	Environmental Services Tech I	CK8	03/27/26	Resignation
Isbel	Gonzalez	Environmental Services Tech I	CES	03/27/26	Resignation
Sharon	Johnson	Bus Operator	Transportation	03/26/26	Resignation
Carolyn	Merritt	Secretary III ESE	ESE	04/10/26	Resignation
Brian	Morgan Jr	Lawn Turf Maintenance	Maintenance	03/13/26	Resignation
Chad	Pittroff	School Bus Operator	Transportation	04/02/26	Resignation
Maragret	Riley	Bus Attendant	Transportation	03/13/26	Resignation
Daina	Simons	Transportation Small Vehicle Operator	Transportation	03/06/26	Resignation
Jordan	Slachta	Bus Operator	Transportation	02/27/26	Abandoned Position
Billie	Taylor	Paraprofessional	ESE	04/10/26	Resignation
Wildalis	Torres	Paraprofessional II	MES	03/13/26	Resignation
Crystal	Ward	Food/Nutrition Services Associate	WWHS	05/29/26	Resignation

**9. Other  
Additional Duty, and/or Additional Days/Hours**

Name	Position - Site	Activity	Date	Total Hrs	Funding
Lisa Crawford	Teacher, PGES	3rd Grade Reading/Math Extended Learning Program	01/12/26	51 Total	Title I
Michaela Danner	Bookkeeper, PMS	Website Manager	07/01/26	60 Total	General Fund
Michele Crist-Plummer	Teacher, CK8	7th Grade FAST Boot Camp	04/17/26	14 Total	General Fund
Julia Kelly	Paraprofessional, WES	Parent Event (plan/prep/work event)	03/02/26	3.5 Total	Title I
Monae McKenzie	Teacher, CK8	Middle School FAST Math Boot Camp	03/24/26	32 Total	General Fund
Sandra Rathke	Teacher, SHES	Extended Day Boot Camp March 2026	03/09/26	7.5 Total	Title I
Bailey Reiter	Associate Teacher Sub, HR	Boot Camp Civics	03/24/26	40 Total	General Fund
Melinda Reiter	Teacher, CK8	Boot Camp Civics	03/24/26	40 Total	General Fund
Michelle Steele	Teacher, MES	Extended Learning Program Feb-April	02/09/26	19 Total	CSG
Jaime Suarez	Teacher, CK8	Algebra Boot Camp	04/06/26	28 Total	General Fund
Tina Vieira	Teacher, NCTHS	Website Manager	07/01/26	60 Total	General Fund

**Approve Teacher(s), Home Visits-Parent Engagement (PGES) - 03/07/2026 - 2 Total Hrs. (Title I)**

First Name	Last Name
Katarina	Berg
Eyvonne	Bognetti
Jessica	Brooks
Samantha	Cascio
Emily	Child
Keri-Lyn	Hackney
Michelle	Haenel
Laura	Lambert
Nickeisha	Marshall
Sarah	Robinson

**Approve Teacher(s), Extended Learning Program Feb-May (EES) - 03/07/2026 - 40 Total Hrs. (Title I)**

First Name	Last Name
Susan	Bienstock-Price
Janya	Capel
Charlie	Cempron
Joann	Fauci
Heather	Flaschenriem
Catherine	Ferraro
Kathryn	Kellogg
Michelle	Murdza
Kerri	Ousley
Melissa	Roman-McLemore
Caroline	Schanck

**Approve Teacher(s), Extended Day Boot Camp (SHES) - 03/09/2026 - 7.5 Total Hrs. (Title I)**

First Name	Last Name
Dawn	Childers
Suzanne	Shorter
Shawnee	Wiggins

**Approve Teacher(s), Facilitated Lesson Planning Mar-May (WHMS) - 03/24/2026 - 15 Max Total Hrs. (Title I)**

First Name	Last Name
Thomas	BeCude
Juretta	Carr
Emily	Hitaffer
Adam	Jackson
Brian	Jackson
Samantha	Richartz
Suzanne	Salas
Lisa	Studzin

**Approve Teacher(s), Home Visits-Parent Engagement (PGES) - 03/07/2026 - 2 Total Hrs. (Title I)**

<u>First Name</u>	<u>Last Name</u>
Crystal	Crawford
Lynn	Denig
Madison	Newman
Glenda	Shea

**Approve Teacher(s), 4th grade FAST Math Boot Camp (CK8) - 03/24/2026 - 16 Total Hrs. (General Fund)**

<u>First Name</u>	<u>Last Name</u>
Caroline	Cornilow
Tess	Parrott
Michelle	Zito

**Approve Athletic Trainer(s), FHSAA Regional Wrestling Tournament (WWHS) - 02/27/2026 - 16 Total Hrs. (WWHS Athletics)**

<u>First Name</u>	<u>Last Name</u>
Dana	Jenkins
Kody	Taylor

**Approve Athletic Teacher(s), 3rd-5th Grade ELA Extended Learning Program (BES) - 03/24/2026 - 5 Total Hrs. (Title I)**

<u>First Name</u>	<u>Last Name</u>
Teresa	Adams
Nancy	Lovelock
Jacquelynn	Muncy
Taylor	Neblock
Brittany	Schuler
Caitlin	Spears
Michele	Watson
Love	Zajac

**Approve Teacher(s), 4th Grade FAST ELA Boot Camp (BES) - 03/24/2026 - 16 Total Hrs. (General Fund)**

<u>First Name</u>	<u>Last Name</u>
Tess	Parrott
Sarah	Harmon
Sarah	Mitchell

**Approve Teacher(s), Science Extended Day (EK8) - 05/09/2026 - 4 Total Hrs. (Title I)**

<u>First Name</u>	<u>Last Name</u>
Jacqueline	Barker
Dawn	Burrows
Victoria	Caudill
Tina	Elefante-Edwards
Jessica	Jackson
Juan	Ortiz
Elane	Rogers
Jehu	Ross Jr
Rebecca	Von Klock

**Approve Teacher(s), Science Extended Day (SHES) - 04/06/2026 - 15 Total Hrs. (Title I)**

<u>First Name</u>	<u>Last Name</u>
Kaitlyn	Blanton
Brittany	Kerr
Kylee	Miller
Amanda	Samson
Emily	York

**Approve Teacher(s), Extended Learning Boot Camp (FCMS) - 03/24/2026 - 15 Total Hrs. (Title I)**

<u>First Name</u>	<u>Last Name</u>
Lyndsay	Bartley
Trina	Blevins
Sarah	Bradburn
Gary	Burns
Edward	Carlson
Janice	Davis
Elizabeth	Decker
Hanna	Diemer
Trinette	Dushame
Melissa	Dyer
Coriander	Fay
Maureen	Gallagher
Lavonda	Gray
Tina	Hall
Tiffany	Howland
Rachel	Jarrett
Maria	Kretschmar
Mark	Lunn
Lisa	Madden
Kevin	Markey
Alex	Meisberger
Kaley	Morrissey
Kyle	Morrissey
Bianca	Perez
Lesli	Post
Alex	Record

Holy	Record
Ariene	Rodriguez
David	Schlechter
Jennifer	Soccorso
Samuel	Takyi
Yanique	Whyte
Anna-Kaye	Wright
Danielle	Zammetti

10. The Superintendent recommends the termination of Juliet Figueroa-Torres, Secretary III at the Office of Safe Schools, effective end of day April 14, 2026.

**11. Supplements - see attached list(s)**

**Running Total (Per Attached List) 2025-2026 School Year**

\$	2,749,367.81	Instructional
\$	133,732.84	Noninstructional
\$	2,883,100.65	Sub-Total
\$	659,653.43	Benefits (22.88%)
\$	3,542,754.08	Total

**Vacancies**

84 School Instructional  
13 Department Instructional  
45 Non-Instructional



NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2025-2026		
		Board Action 4/14/2026
		Total From Previous Agenda 3/24/26
		\$ 133,732.84
		Total Noninstructional/PTS/Adm. Supplements
		\$ 133,732.84



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 6. 26-3668**

4/14/2026

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**Title and Board Action Requested**

Approve an overnight trip for Powell Middle School Advanced Band Students to perform at Universal City Walk from May 8, 2026 to May 9, 2026 in Orlando, Florida.

**Executive Summary**

The Powell Middle School Advanced Band, on behalf of the Superintendent of Schools, hereby requests the Board an out-of-county overnight stay for Advanced Band to travel to Orlando Universal and stay overnight.

**My Contact**

Ross McCarthy  
Band Director  
McCarthy\_r@hcsb.k12.fl.us

Alex Rastatter  
Principal Powell Middle School  
Rastatter\_a@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**A. Item Currently Budgeted -**

Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

**B. Item Currently Not Budgeted -\*\***

Funding Source	School Internal Funds										
Account Name	Band										
Account Number	802	3000	913	0221	921	1120					
	Fund	Function	Object	Cost Center	Project	Sub Project					
	\$ 9,060										

Funding Source _____											
Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Amount	\$ _____										

**C. History**

Check one:  
**Prior Year Budget:**   
**New for Current Year:**

Prior Year Approved Budget: \$ \_\_\_\_\_  
 Prior Year Actual Spent: \$ \_\_\_\_\_

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 7. 26-3681**

4/14/2026

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**Title and Board Action Requested**

Approve the Memorandum of Agreement between the Florida Department of Health, Hernando County Health Department, and the School Board of Hernando County for the 2026-2027 School Year.

**Executive Summary**

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the Memorandum of Agreement between the Florida Department of Health, Hernando County Health Department, and The School Board of Hernando County from July 1, 2026, through June 30, 2027. The purpose of the Agreement is to establish the terms and conditions under which the Health Department and the School Board shall deliver or perform health services for the 2026-2027 School Year.

**My Contact**

Jill Kolasa, Director  
Student Services  
(352) 797-7008

**2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

**Financial Impact**

The cost of this agenda item is \$ 0, see attached budget sheet. The cost of the previous fiscal year was \$ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**Memorandum of Agreement  
Between  
The Florida Department of Health, Hernando County Health Department  
And  
The School Board of Hernando County**

This AGREEMENT between THE FLORIDA DEPARTMENT OF HEALTH, HERNANDO COUNTY HEALTH DEPARTMENT, 7551 Forest Oaks Blvd. Spring Hill, Florida, hereinafter referred to as "HEALTH DEPARTMENT," and THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, 919 North Broad Street, Brooksville, Florida, and hereinafter referred to as "SCHOOL BOARD," the governmental agency with jurisdiction over all Hernando County District Schools.

The purpose of this Agreement is to establish the terms and conditions under which the HEALTH DEPARTMENT and the SCHOOL BOARD shall deliver or perform the following school health services for the 2026-2027 school year. The term of this Agreement shall begin on the 1st day of July, 2026 and shall end on the 30th day of June, 2027.

The HEALTH DEPARTMENT shall deliver the following services under this Agreement:

- a) As funding permits, provide a professional Registered Nurse (RN), as defined in Florida Statutes 464.003(21), referred to as the School Health Coordinator, to conduct school health services oversight. Oversight shall be defined as monitoring the compliance with the School Health Services Plan as defined in Florida Statutes 381.0056(2)(e). Duties also include performing annual program reviews of all Hernando County Public schools and Hernando County Charter Schools and sharing the results with the principal of each school. Also, as funding permits, a second RN will be provided by the DOH. A minimum of one (1) RN shall be provided.
- b) Provide consultative and support services to qualified health room personnel.
- c) Provide protocols for health room services under the medical direction of a licensed Florida physician functioning under the Administrator of the Hernando County Health Department.
- d) The RN will provide training for SCHOOL BOARD RNs, and both will create individual health care plans and emergency action health care plans for their assigned schools and will staff school health rooms as determined by SCHOOL BOARD. The HEALTH DEPARTMENT RN's will assess and write health care plans for students in those schools without School Board Registered Nurses assigned to them. Currently, based on current RN staffing levels of both parties, HEALTH DEPARTMENT RNs and SCHOOL BOARD RNs are each assigned to write care plans for approximately half of the district schools. Significant staffing changes may require a collaborative adjustment of care plan responsibility for assigned schools, which is not intended to require a written amendment to this agreement.

The following schools will be divided proportionately between the RN's from the two entities:

Brooksville Elementary	Chocachatti Elementary	Deltona Elementary
Eastside Elementary	JD Floyd Elementary	Moton Elementary
Gulf Coast Elementary	Pine Grove Elementary	Spring Hill Elementary
Suncoast Elementary	Westside Elementary	Challenger k8
Explorer k8	Winding Waters K8	Fox Chapel Middle
DS Parrott middle	Powell Middle	West Hernando
BEST	Gulf Coast Academy	Endeavor
Central High School	Hernando High	Nature Coast Tech
FW Springstead High	Weeki Wachee High	

The care plans will be written for students with Type 1 Diabetes, Cystic Fibrosis, Anaphylaxis, severe Asthma and active Seizure disorders. The plans will also be written for students with acute or chronic health disorders as deemed appropriate by the Registered Nurse,

- e) Provide a minimum of four (4) hours of orientation and training to school health room staff and provide training for clinic substitutes.
- f) Assure that nurses employed by the HEALTH DEPARTMENT and assigned to work in schools, if any, work within the scope of their practice and according to the Florida Nurse Practice Act and be licensed as an RN or LPN in accordance with Florida Statute 464.
- g) Assure that the nurses employed by the HEALTH DEPARTMENT and assigned responsibilities under this agreement have documented pediatric experience and growth and developmental training.
- h) Provide for scheduling and school assignments, if any, of nurses employed by the HEALTH DEPARTMENT.
- i) Assure that its nurses assigned to oversee health room functions, if any under this agreement follow all School District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state, governing school and health records.
- j) Assure that its staff meets Level 2 background screening as required by s .1012.465, Florida Statute (F.S.). and pursuant to Chapter 435, F.S.
- k) The HEALTH DEPARTMENT shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement.
- l) HIPPA: Where applicable, the Department will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162 and 164). Department and School Board agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERP-A) or as otherwise required by law. Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the program and the students by facilitating access to and increasing educational opportunities at both institutions. Each party will be deemed a school official of the other for purposes of this agreement.
- m) The Health Department will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials.

The HEALTH DEPARTMENT and the SCHOOL BOARD shall jointly deliver the following services under this agreement:

- a) Complete student health screenings as per current Florida law and administrative code, section 381.0056 F.S. and rule 64F-6.003 F.A.C. The HEALTH DEPARTMENT will make

available additional screening equipment/supplies and oversight nurse(s) and volunteer information and availability, as funding permits, for screening events. The SCHOOL BOARD will provide the school health personnel and volunteers to complete the screenings and, with the assistance of the HEALTH DEPARTMENT, will work to ensure the health screenings are completed in a timely manner and meets the requirements set forth in the School Health Services Plan according to section 381.0056(4)(a)F.S The SCHOOL BOARD Health Professional will conduct health screenings for each mandated grade with assistance from the Health Department RN's and the School Board RN's and LPN's. The HEALTH DEPARTMENT will oversee the collection and calculation of health screening data to include using the Centers for Disease Control (CDC) website for Body Mass Index references. HEALTH DEPARTMENT will return all information to each Individual school for School to distribute to provide parent notification. A summary report will be made available to each school principal. A goal of 95% of Health screenings will be completed by June 30, 2027 for Hearing and Vision and for Growth and development and Scoliosis.

- a) The HEALTH DEPARTMENT will assist the SCHOOL BOARD with the August School Health Services Meeting. In that meeting, the HEALTH DEPARTMENT will provide back-to-school training to school health room staff and substitutes.
- b) The HEALTH DEPARTMENT and the SCHOOL BOARD will update the School Health Plan and complete the Florida School Health Services Annual Report, assuring review and signature of appropriate parties.
- c) All employees of the SCHOOL BOARD who provide school health services to students will submit the required documentation to HEALTH DEPARTMENT within seven days of rendered services. The HEALTH DEPARTMENT will Input the required data in the state's health management reporting system (HMS).
- d) The HEALTH DEPARTMENT and the SCHOOL BOARD will jointly coordinate, plan and conduct School Health Advisory Committee Meetings.
- e) All SCHOOL BOARD and HEALTH DEPARTMENT staff assigned responsibilities under this agreement must follow all protocols and procedures outlined in the Hernando County School Health Services Manual jointly developed by the parties.
- f) Early Release trainings will be shared between The School Board (Student Services) and the HEALTH DEPARTMENT'S RN's. There are 5 trainings this school year 2026-27 Dates and topics of trainings to be determined by each responsible party. This may change as need arises.
- g) The HEALTH DEPARTMENT and SCHOOL BOARD RNs will perform child specific training for school district Licensed Practical Nurses (LPN) and or unlicensed assistive personnel (UAP) as needed/ required by Florida Statutes. For schools without a SCHOOL BOARD assigned RN, child specific training for unlicensed assistive personnel or LPN's will be provided by the HEALTH DEPARTMENT RN or RN from the School Board assigned to that school.
- h) Attend Individualized Education Plan (IEP) and 504 plan meetings. If an IEP or 504 Is requested for a student with a medical diagnosis with potential for interference with the

educational process, the school district will make arrangements for the RN from the SCHOOL BOARD or HEALTH DEPARTMENT to be present for the meeting.

- i) The HEALTH DEPARTMENT and/or SCHOOL BOARD RN'S will provide all other school health trainings as needed including blood borne pathogens, other health services meetings, bus driver trainings, etc.
- j) The HEALTH DEPARTMENT and/or SCHOOL BOARD RN'S will assess registration paperwork for health needs and Immunizations compliance for new students. Registrars and health room staff will register with Florida Shots for electronic 680 access.

THE SCHOOL BOARD shall deliver the following services under this Agreement:

- a) Ensure that each school within the district has a minimum of one qualified health room personnel (i.e. RN, LPN, Health Aide) to provide school health services, including first aid to injured students and staff, everyday care of acutely ill children and chronically ill children, and to manage health care for children with communicable diseases
- b) Ensure that at least two school additional staff members, excluding health room staff, are currently certified by a nationally recognized certifying agency to provide first aid and cardiopulmonary resuscitation, to include AED (automated external defibrillator).
- c) Ensure that at least two additional school staff members, excluding health room staff, are trained in the administration of medication and provision of medical services as required by s. 1006.062 F.S.
- d) Annually update each student's emergency contact information.
- e) Assure that each child who is entitled to admittance to a school is in compliance with 1003.22 F.S. It is the responsibility of the school principal to assure that all students produce evidence of immunization and such physicals and other health records which are required for admittance to Florida public schools.
- f) Notify parents or guardians in writing at the beginning of each school year that their children who are students will receive specified health services as provided for in the local school health services plan.
- g) Assure available and adequate physical facilities, office supplies, and equipment for school health services at each school as defined in State Requirements for educational facilities.
- h) Understand that all staff designated for health care of students must attend periodic trainings and meetings. School staff must also attend required "child specific" training when indicated for certain health conditions and disease management during the school day and school-based activities.
- i) The SCHOOL BOARD may exercise control over the administrative aspects of the School Health Services Program to ensure that the delivery of health services is coordinated with and supportive of the primary role of the school system - the education of the child. Both parties shall cooperate in the development and implementation of mutually acceptable policies and guidelines which will govern both the School District and the Health Department personnel in the delivery of appropriate and effective services.

- J) Provide for proper disposal of biomedical waste.

The HEALTH DEPARTMENT and the SCHOOL BOARD further jointly agree:

- a) Confidentiality. The HEALTH DEPARTMENT and SCHOOL BOARD shall comply with all applicable federal and state confidentiality laws, rules, regulations and policies. The HEALTH DEPARTMENT shall only be entitled to receive records and information from the SCHOOL BOARD which can be lawfully made available to HEALTH DEPARTMENT, and the HEALTH DEPARTMENT shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCHOOL BOARD and which is necessary for the HEALTH DEPARTMENT to deliver the services required hereunder. For this Agreement, the HEALTH DEPARTMENT staff must have access to paper and electronic records pertaining to or supporting the delivery of school health services to include but not necessarily be limited to the Cumulative Health Record of each student, rolls of students involved in Free and Reduced Lunch Program, and students enrolled in Medicaid.
- b) Independent Agents. That no relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
- c) Insurance/Indemnification. That each party shall be responsible for the liabilities of their respective agents, servants and employees. The Parties are self-insured through the State of Florida, and its agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties.
- d) Modification. This Agreement may be modified from time to time in writing and by mutual consent of the parties hereto.
- e) Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, The SCHOOL BOARD hereby authorizes its Superintendent of Schools or designee to work with the Administrator of the HEALTH DEPARTMENT to resolve any such disputes. In the event that the Superintendent of Schools or designee and the Administrator are unable to resolve the dispute, the matter shall be referred to the SCHOOL BOARD who may elect to terminate the agreement with appropriate notice to the HEALTH DEPARTMENT as provided below.
- f) This agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida. Both parties each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this agreement shall reside with the courts of Hernando County, Florida.
- g) Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other.
- h) In the event funds to finance this agreement become unavailable, either party may terminate the contract upon no less than twenty-four (24) hours' notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person

with proof of delivery. The Board, as to School Board, and the Hernando County Health Department Administrator, as to Department, shall be the final authority as to the availability of funds. In the event of terminations of this Agreement, the Department will be compensated for any work satisfactorily completed prior to notification of termination.

**i) Mandatory Public Records Language for All District/School Service Contracts  
Public Records Compliance**

Each party is an agency or subdivision of the State of Florida and as such are bound by Florida's public records laws, as are the contractors of each party. In addition to other contract requirements provided by School Board Policy or State law, the Contractor: must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

(1) Keep and maintain public records required by the Hernando County School Board (HCSB) and the Florida Department of Health, Hernando County Health Department, in order to perform the services under this agreement;

(2) Upon request from the HCSB's or the Department's custodian of public records, provide the HCSB or the Department as applicable with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the HCSB or to the Department, as applicable; and

(4) Upon completion of the contract, transfer, at no cost, to the HCSB or the Department, as applicable, all public records in possession of the contractor or keep and maintain public records required by the HCSB or Department to perform the service. If the contractor transfers all public records to the HCSB or Department upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HCSB or the Department, as applicable, upon request from the HCSB's custodian of public records or the Department's custodian of public, as applicable, in a format that is compatible with the information technology systems of the HCSB or the Department respectively.

5) Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the HCSB or the Department, as applicable may enforce the terms of this provision in the form of a court proceeding and this provision shall survive any termination or expiration of the contract.


IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (FOR SCHOOL BOARD) AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Ellerman A@hcsb.k12.fl.us](mailto:Ellerman_A@hcsb.k12.fl.us) or (352) 797-7009, OR FOR THE HEALTH DEPARTMENT AT 7551 FOREST OAKS BLVD, SPRING HILL, FL. 34606, [Juli.Freda@flhealth.gov](mailto:Juli.Freda@flhealth.gov) or 352-540-8214

The contact persons for each party are as follows:

Florida Department of Health,  
Hernando County Health Department  
Danielle Taylor, Administrator  
7551 Forest Oaks Blvd.  
Spring Hill, FL 34606

As executed below:

Florida Department of Health,  
Hernando County Health Department

  
Danielle Taylor, Administrator  
Date: 3/26/2026

School Board of Hernando County  
919 North Broad St. Brooksville, Fl. 34601

\_\_\_\_\_  
Ray Pinder, Superintendent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kayce Hawkins, Board Chair  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ray Pinder, Superintendent  
Date: \_\_\_\_\_

Approved as to Legal Sufficiency

Caroline I. Mockler, Esq.  
Staff Counsel, HCSD

10:27 am, 03/26/2026

<b>A. Item Currently Budgeted -</b>													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

<b>B. Item Currently Not Budgeted -**</b>													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

<b>B. Item Currently Not Budgeted -**</b>													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 8. 26-3684**

4/14/2026

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**Title and Board Action Requested**

Approve Overnight Field Trip for Hernando County School District Students to Attend the 2026 Florida History Day at the Tallahassee State College in Tallahassee, Florida, May 3 - 5, 2026

**Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve an overnight field trip for Hernando County School District students to attend the 2026 Florida History Day at the Tallahassee State College in Tallahassee, Florida, May 3 - 5, 2026. Meals, beverages, souvenirs, and any additional fees will be paid by the students' parents or guardians.

**My Contact**

Dr. John Morris  
Director of Secondary Programs  
352-797-7000 ext. 70443  
morris\_j@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 1: Student Success

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

A. Item Currently Budgeted -										
Account Name	Basic Education		Student Trans Chrgbacks		Academic Svcs		other Disc Budgets		General	
Account Number	1100E	5100	3600/3330	9410	49500	00150				
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 6,934.00		\$ 0.00		\$ 0.00		\$ 6,934.00		\$ 6,934.00		\$ 0.00

B. Item Currently Not Budgeted -**										
Account Name	Basic Education		Out of County Travel Exp		Academic Svcs		History Fair			
Account Number	1100E	5100	3330	9410	51500					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 6,380.00		\$ 0.00		\$ 0.00		\$ 6,380.00		\$ 6,380.00		\$ 0.00

Funding Source	_____					
Account Name	_____					
Account Number	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

Funding Source	_____					
Account Name	_____					
Account Number	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

**C. History**

Check one:  
 Prior Year Budget:   
 New for Current Year:

Prior Year Approved \$ \_\_\_\_\_  
 Budget: Prior Year Actual \$ \_\_\_\_\_  
 Spent: \_\_\_\_\_

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 9. 26-3589**

4/14/2026

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**Title and Board Action Requested**

Approval of the Interlocal Agreement between the City of Brooksville, Florida and the School Board of Hernando County, Florida for use of tennis courts and volleyball courts.

**Executive Summary**

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board approve of the Interlocal Agreement between the City of Brooksville, Florida and the School Board of Hernando County, Florida for use of tennis courts and volleyball courts.

**My Contact**

Barbara Kidder  
Assistant Superintendent of Business Services and Operations  
Kidder\_b@hcsb.k12.fl.us  
352-797-7000 ext. 70403

Caroline Mockler  
Staff Counsel  
Mockler\_c@hcsb.k12.fl.us  
352-797-7000 ext. 70225

**2023-28 Strategic Focus Area**

Priority 4: Community Connection

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BROOKSVILLE, FLORIDA  
AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA  
FOR USE OF TENNIS COURTS AND VOLLEYBALL COURTS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **THE CITY OF BROOKSVILLE, FLORIDA**, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601 and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public body corporate ("School Board"), whose address is 919 N. Broad Street, Brooksville, Florida 34601.

**RECITALS**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

**WHEREAS**, the City owns and operates tennis courts and volleyball courts through its Parks and Recreation Department for the benefit of the public; and

**WHEREAS**, the School Board desires to use such courts for school-related athletic activities; and

**WHEREAS**, the Parties desire to set forth the terms and conditions governing the School Board's use of the City's tennis courts and volleyball courts.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference as an integral part of this Agreement.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
  - a. "City Facilities" means all Court Facilities and other facilities owned and operated by the City and which the City makes available to the School Board under this Agreement.
  - b. "Court Facilities" means all tennis courts and volleyball courts owned and operated by the City and which the City makes available to the School Board under this Agreement.
  - c. "City Program" means any program, event, or other activity operated or sponsored by the City.

- d. "District Program" means any school-related athletic program, practice, game, match, or similar activity organized and operated by the School Board.

3. **Term of Agreement; Renewal.** This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. Upon any renewal, the Agreement shall renew at the then-current fees in effect as of the renewal date. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4. **Facilities Covered.** Subject to the terms of this Agreement, the City shall make available for District Programs all City-owned tennis courts and volleyball courts.

5. **Scheduling.** For each volleyball and tennis season, the School Board shall provide the City's Parks and Recreation Department with its complete athletic schedule for District Programs to be held at the Court Facilities in advance of the start of the applicable season, and in all events prior to the first scheduled event for that sport at the Court Facilities. The Parties acknowledge that, in 2026, the volleyball season is anticipated to begin on February 2, 2026, and the tennis season is anticipated to begin on March 26, 2026. The School Board shall submit season reservation requests by the deadline set by the City's Parks and Recreation Director, and early enough to give the City reasonable time to plan staffing, scheduling, etc.

- a. **Making Season Reservation Requests.** The School Board's season reservation requests shall be submitted by email to the City's Parks and Recreation Department at [parksrec@cityofbrooksville.us](mailto:parksrec@cityofbrooksville.us), or such other email address as the City may designate in writing. The season reservation request must list: all requested dates and times for the upcoming season, the specific facility or facilities for each date, the start and end times, and whether an adjacent pavilion is also requested (understanding that any pavilion adjacent to the volleyball courts is a separate rental and not included with the court reservation).
- b. **Approving Season Reservation Requests.** Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to identified conflicts, the City shall reserve the requested dates, times, and facilities for the School Board's District Programs as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations

for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.

- c. **Additional Reservations.** The School Board may request additional reservations by email to the Parks and Recreation Department using the same email address and procedure described above in Paragraph 6(a). Such additional reservations shall be subject to availability. The City shall make reasonable efforts to accommodate timely reservation requests and shall confirm approved additional reservations in writing. No additional reservation is confirmed until written confirmation is provided.
- d. **Modifications and Cancellations.** If the School Board must cancel or reschedule a District Program scheduled at a Court Facility, it shall notify the Parks and Recreation Department by email as soon as reasonably practicable. The City may, in its discretion, decline to approve late or last-minute changes if such changes would unreasonably interfere with City Programs or public reservations.

6. **Fees and Payment.** The School Board shall pay the City for use of the Court Facilities at the same hourly rates then charged to the public for comparable use. The City's fees are reviewed annually and may be adjusted from year to year by resolution of the City Council. The City shall invoice the School Board on a monthly basis for approved and completed reservations during the prior month. Payment shall be due within thirty (30) days after the School Board's receipt of the invoice. As of the Effective Date, the City's fees are:

- a. Volleyball courts: Thirty Dollars (\$30.00) per hour per court; and
- b. Tennis courts: Five Dollars (\$5.00) per hour per court.

7. **Use of Adjacent Pavilions for Volleyball.** For District Programs held at the City's volleyball courts, the adjacent pavilion is not included with the volleyball court rental under this Agreement. If the School Board desires to use an adjacent Pavilion in connection with a volleyball court reservation, it must reserve and pay for the Pavilion separately. If the School Board does not separately reserve the Pavilion, the City may rent the Pavilion to other users during the School Board's volleyball court reservations.

8. **School Board Responsibilities.** For each District Program at any City Facility:
- a. The School Board shall ensure that its District Programs do not infringe upon time already scheduled by others at a City Facility and that the City Facility is vacated no later than the end of the time scheduled for the applicable District Program.
  - b. The School Board shall ensure that at least one designated adult representative or coach (18 years of age or older) is physically present on site at all times, who shall:

- i. Arrive at the City Facility in advance of the scheduled start time;
  - ii. Oversee the safety of students, employees, volunteers, and spectators attending the District Program;
  - iii. Ensure that all School Board participants and spectators leave the City Facility no later than the scheduled end of the District Program;
  - iv. Remain at the City Facility until all School Board participants and spectators have left; and
  - v. Ensure that the City Facility is left in substantially the same condition in which it was found;
- c. The School Board shall ensure that all District Programs at City Facilities are conducted in accordance with all applicable federal, state, and local laws and regulations, all applicable School Board policies, and all City ordinances, rules, and written facility use guidelines as may be provided to the School Board and updated from time to time.
  - d. The School Board shall ensure that no person attending a District Program smokes anywhere on any City property that is designated as being a non-smoking area.
  - e. The School Board shall ensure that no person consumes or has open alcohol anywhere on any City property while attending a District Program.
  - f. The sale of goods, food or beverages by persons on City property is prohibited.
  - g. The School Board shall ensure that persons attending City Facilities for purposes of District Programs park only in designated parking areas.
  - h. The School Board shall ensure that no person attending City Facilities for purposes of District Programs uses any open flame, pyrotechnics or fog machines on or in any City Facility.
  - i. The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.
  - j. The School Board acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the School Board or persons attending City Facilities for purposes of District Programs in connection with the use of any City Facility.
  - k. If any portion of the Court Facilities, equipment, or appurtenances is damaged as a result of the negligence or willful misconduct of the School Board, its employees, agents, students, or invitees (beyond normal wear and tear), the City may repair such damage and invoice the School Board for the reasonable, documented cost of repairs. Payment shall be due within thirty (30) days after receipt of invoice.

1. The School Board shall promptly report any apparent hazardous or unsafe condition at the Court Facilities encountered in connection with District Programs to the City's Parks and Recreation Department.

9. **City Responsibilities.**

- a. The City shall be responsible for the general operation, routine maintenance, and repair of the City Facilities, consistent with the standards the City applies for public use, subject to budgetary and operational constraints.
- b. The City shall provide necessary utilities (such as lighting, where available, and water) for the Court Facilities during scheduled District Programs, consistent with City policies. The City may establish and implement reasonable practices to conserve energy and manage usage.

10. **Insurance.**

- a. **Required Coverage.** The School Board shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000). In addition, the School Board shall maintain:
  - i. Comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).
  - ii. Workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.
  - iii. Employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.
- b. **Self-Insurance.** If the School Board elects to be self-insured, in lieu of providing proof of insurance, the School Board shall provide proof of self-insurance satisfactory to the City and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. The School Board warrants that the self-insurance provides substantially the same protection as the insurance required herein. The School Board further agrees to

notify the City in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.

- c. **Other Requirements.** Without limiting the parties' duties of indemnification, the School Board shall comply with the following insurance coverage requirements:
- i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.
  - ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.
  - iii. Comprehensive motor vehicle and commercial general liability policies shall provide an endorsement naming the City, and its officers, agents, representatives and employees as additional insured.
  - iv. The School Board shall provide an endorsement that the insurer waives the right of subrogation against the City, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  - v. The required coverage and policy limits shall be maintained in effect throughout the Term.
- d. **Certificates of Insurance.** Upon execution of this Agreement, the School Board shall file certificates of insurance or consents to self-insure with the City, showing that it has in effect the insurance required by this Agreement. The School Board shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

11. **Indemnification.** To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

12. **No Waiver of Sovereign Immunity.** Each Party shall be liable for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of their employment, to the extent provided by section 768.28, Florida Statutes, as it may be amended. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations set forth in section 768.28, Florida Statutes, or as consent to be sued by any person or entity

13. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except as may be required by law.

14. **Termination.** This Agreement will remain in effect unless terminated by either Party as follows:

- a. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice specifying the breach and the action required to cure the breach. If the alleged breaching party fails to cure the alleged breach within five (5) days from receipt of said notice, then this Agreement shall terminate effective not less than **ten (10) days** after receipt of the written notice.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, without cause, by providing the other Party at least thirty (30) days' prior written notice.
- c. **Automatic Termination.** This Agreement shall automatically terminate upon the expiration of this Agreement as described in Paragraph 3 above.

15. **Unforeseen Questions.** The Parties agree that in the event of unforeseen questions arising out of the use of the City Facilities subject to this Agreement, the questions will be settled in writing between the Superintendent and the City Manager, or their respective designees, for resolution of such questions concerning this Agreement.

16. **No Transfer of Ownership.** Nothing in this Agreement shall be construed as a transfer of ownership or any property interest in the City Facilities. The City retains full ownership, control, and management authority over the City Facilities.

17. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by acts of God, weather events, fire, flood, war, terrorism, labor disputes, epidemics, utility failures, governmental orders, or other events beyond that Party's reasonable control.

18. **Unavailability of Facilities.** The City may temporarily close or restrict access to any Court Facility due to weather, safety concerns, maintenance, repairs, staffing shortages, or other operational reasons. In such event, the City shall use reasonable efforts to notify the School Board as early as practicable and, where feasible, to offer an alternative date or location, but shall not be liable for any damages arising from such closure or restriction.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the School Board's use of the City's tennis and volleyball Court Facilities and supersedes all prior discussions or understandings on this specific subject, whether written or oral.

20. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

21. **Binding Effect.** This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

22. **Waiver of Jury Trial.** Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

23. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

25. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that Party.

26. **Governing Law; Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Hernando County, Florida. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

27. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

28. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth below.

Hernando County School Board

Attest:

\_\_\_\_\_

\_\_\_\_\_, Chairperson

Date: \_\_\_\_\_

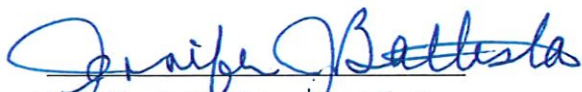
Legal Sufficiency:

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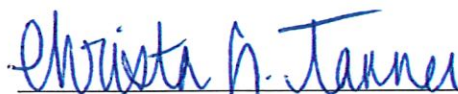
School Board Attorney

City of Brooksville

Attest:



Jennifer J. Battista, City Clerk



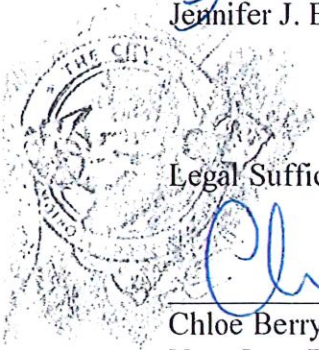
Christa G. Tanner, Mayor

Date: 1/5/24

Legal Sufficiency:

\_\_\_\_\_

Chloe Berryman, City Attorney  
Vose Law Firm



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BROOKSVILLE, FLORIDA  
AND THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA  
FOR USE OF TENNIS COURTS AND VOLLEYBALL COURTS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **THE CITY OF BROOKSVILLE, FLORIDA**, a Florida municipal corporation (“City”), whose address is 201 Howell Avenue, Brooksville, FL 34601 and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public body corporate (“School Board”), whose address is 919 N. Broad Street, Brooksville, Florida 34601.

**RECITALS**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

**WHEREAS**, the City owns and operates tennis courts and volleyball courts through its Parks and Recreation Department for the benefit of the public; and

**WHEREAS**, the School Board desires to use such courts for school-related athletic activities; and

**WHEREAS**, the Parties desire to set forth the terms and conditions governing the School Board’s use of the City’s tennis courts and volleyball courts.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference as an integral part of this Agreement.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
  - a. “City Facilities” means all Court Facilities and other facilities owned and operated by the City and which the City makes available to the School Board under this Agreement.
  - b. “Court Facilities” means all tennis courts and volleyball courts owned and operated by the City and which the City makes available to the School Board under this Agreement.
  - c. “City Program” means any program, event, or other activity operated or sponsored by the City.

- d. “District Program” means any school-related athletic program, practice, game, match, or similar activity organized and operated by the School Board.

3. **Term of Agreement; Renewal.** This Agreement shall commence upon the date executed by the last Party hereto (the "Effective Date") and expire on July 31, 2026 (the "Initial Term"). The Parties may renew this Agreement for one or more successive twelve-month periods, commencing on August 1 and ending on July 31 in the immediately following calendar year (a "Renewal Term"), and with the first Renewal Term (should the parties wish to renew this Agreement), commencing on August 1, 2026, and ending on July 31, 2027. This Agreement shall renew automatically unless notification of non-renewal is provided by any Party not less than 30 days prior to the expiration of the Initial Term or to the then-current Renewal Term. Upon any renewal, the Agreement shall renew at the fees in effect as of the renewal date and as set forth in the Agreement. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4. **Facilities Covered.** Subject to the terms of this Agreement, the City shall make available for District Programs all City-owned tennis courts and volleyball courts.

5. **Scheduling.** For each volleyball and tennis season, the School Board shall provide the City’s Parks and Recreation Department with its complete athletic schedule for District Programs to be held at the Court Facilities in advance of the start of the applicable season, and in all events prior to the first scheduled event for that sport at the Court Facilities. The Parties acknowledge that for High School and Middle Schools in 2026, the tennis season is anticipated to begin in January of 2026 and March of 2026, respectively. The beach volleyball season is anticipated to begin in February of 2026. Season start dates will vary from year to year. The City’s Parks and Recreation Director shall provide the Hernando County School District Director of Athletics with the deadline to submit reservation requests in writing at least forty-five (45) days prior to the applicable season. The School Board shall submit season reservation requests by the deadline set by the City’s Parks and Recreation Director, and early enough to give the City reasonable time to plan staffing, scheduling, etc.

- a. **Right of First Refusal.** Subject to the limitations and exceptions set forth herein, the School Board shall have a right of first refusal to reserve and use the Court Facilities for District Programs prior to acceptance of reservations from third parties. Should the City’s Parks and Recreation Director receive a bona fide third-party request for use of the Facilities during either the beach volleyball season or tennis season, the City shall notify the School Board of the request as soon as practicable to allow for the School Board to exercise its Right.
- b. **Exercise; Notice; Response.** To exercise its right of first refusal, the School Board shall provide its reservation requests no later than the deadline provided by the City’s Parks and Recreation Director or after the City receives a bona fide third-party request that conflicts with the School Board’s requested use, whichever occurs first. The City shall confirm availability or state the grounds

for unavailability in writing within ten (10) days after receipt of the School Board's reservation request.

- c. If the School Board exercises its right for only a portion of a requested time block, the City may accept third-party reservations for the remaining portion(s) that do not materially interfere with the School Board's use.
- d. **Approving Season Reservation Requests.** Upon receipt of the School Board's season reservation request, the City shall review the requested dates, times, and facilities and shall identify any conflicts with previously scheduled City Programs or public reservations. Subject to existing identified conflicts limited to section 5.e., the City shall reserve the requested dates, times, and facilities for the School Board's events as set forth in the School Board's season reservation request. The City shall confirm the approved reservations in writing via email to the District Athletics Director and the applicable School Athletic Director. Upon providing written confirmation, the City shall treat the approved dates, times, and facilities as reserved for the School Board, and shall not accept conflicting reservations for those same dates, times, and facilities, except as otherwise agreed by the Parties in writing.
- e. **Limitations and Exceptions.** The right of first refusal is subordinate to: (a) previously executed City reservations memorialized in writing prior to the School Board's reservation request and prior to the reservation request deadline; (b) City-sponsored events of citywide significance approved in writing by the City Manager or Mayor prior to the School Board's reservation request; (c) emergency operations, public safety needs, elections, or uses mandated by law; and (d) closures, maintenance, repairs, or capital projects that render Court Facilities unavailable. The right of first refusal does not waive or alter applicable Facility rules, insurance, indemnity, supervision, or staffing requirements, nor any fees or cost-recovery charges otherwise applicable under this Agreement, except as expressly provided herein.
- f. **Unavailability of Facilities.** The City may temporarily close or restrict access to any Court Facility due to weather, safety concerns, maintenance, repairs, staffing shortages, or other operational reasons. In such event, the City shall use reasonable efforts to notify the School Board as early as practicable and, where feasible, to offer an alternative date or location, but shall not be liable for any damages arising from such closure or restriction. Notwithstanding the same, should the applicable School Athletics Director and District Athletics Director determine, at their sole discretion, that the alternative date or location is not practicable or fit for the District Program, the School Board shall provide written notification to the City as soon as practicable. The City shall refund any payments made by the School Board for use of the previously reserved Court Facility within ten (10) days of the District's written notification to the City.

- g. **Good-Faith Coordination; Mitigation.** The City and the School Board shall reasonably cooperate to avoid and mitigate scheduling conflicts, including by identifying comparable alternate dates, times, or facilities in the City's inventory when the Court Facilities are unavailable. Where an exception in Section 5. e. applies, the City shall provide prompt written notice describing the basis for unavailability and, where practicable, offer alternative accommodations.
- h. **Making Season Reservation Requests.** The School Board's season reservation requests shall be submitted by email to the City's Parks and Recreation Department at [parksrec@cityofbrooksville.us](mailto:parksrec@cityofbrooksville.us), or such other email address as the City may designate in writing. The season reservation request must list: all requested dates and times for the upcoming season, the specific facility or facilities for each date, the start and end times, and whether an adjacent pavilion is also requested. The start and end time shall include and delineate between preparation, game duration, and breakdown.
- i. **Conflicting Reservation.** If the City accepts, approves, or otherwise confirms a reservation, license, or other grant of use of the Court Facilities to any third party that conflicts in whole or in part with the School Board's confirmed reservation for the same facility, date, time, or material portion thereof, such occurrence shall constitute a Conflicting Reservation. The City shall promptly provide written notice to the applicable School Athletics Director and District Athletics Director upon learning of any potential or actual Conflicting Reservation and shall, within 5 business days of such notice, use reasonable efforts to cure the conflict by honoring the School Board's confirmed reservation or by securing an equivalent alternative facility, date, and time acceptable to the in the applicable School Athletics Director and District Athletics Director's sole discretion. If a Conflicting Reservation is not cured to the applicable School Athletics Director and District Athletics Director's satisfaction pursuant to this paragraph, the City shall refund to the applicable School Athletics Director, within 10 business days after the earlier of (a) the School Board's written rejection of the proposed cure or (b) the reserved date, all amounts the School Board has paid to the City attributable to the affected reservation, including any deposits, fees, or charges.
- j. **Additional Reservations.** The School Board may request additional reservations by email to the Parks and Recreation Department using the same email address and procedure described above in Paragraph 5(a). Such additional reservations shall be subject to availability. The City shall make reasonable efforts to accommodate timely reservation requests and shall confirm approved additional reservations in writing. No additional reservation is confirmed until written confirmation is provided.
- k. **Modifications and Cancellations.** If the School Board must cancel or reschedule a District Program scheduled at a Court Facility, it shall notify the

Parks and Recreation Department by email as soon as reasonably practicable. All payments made for the reservation shall be refunded to the School Board within 10 business days after notification to the City of the cancellation or rescheduling. All refunds shall be made out to the Hernando County School District, and sent to the applicable School Athletics Director, copying the District Athletics Director. The City may, in its discretion, decline to approve late or last-minute changes if such changes would unreasonably interfere with City Programs or public reservations.

6. **Fees and Payment.** The School Board shall pay the City for use of the Court Facilities at the following hourly rates. The City shall invoice the School Board on a monthly basis for approved and completed reservations during the prior month, and shall send the invoices to the applicable School Athletic Directors, with a copy to the District Athletics Director. Payment shall be due within thirty (30) days after the School Board's receipt of the invoice. As of the Effective Date, the City's fees are:

- a. Volleyball courts: Twenty Dollars (\$20.00) per hour per court; and
- b. Tennis courts: Five Dollars (\$5.00) per hour per court.

The parties agree that the fee payable under this Agreement is limited solely to the actual duration of the game from scheduled start to conclusion and expressly excludes any time spent on, or costs associated with, setup, pre-game preparation, warm-ups, sound checks, equipment installation, staging, and post-game breakdown, teardown, cleanup, or removal activities, as well as time for invitees to enter or exit the venue. Any time or services required for preparation, cleanup, and entrance or exit from the venue outside of the actual game time shall be at no cost to the District.

7. **Use of Adjacent Pavilions for Volleyball.** For District Programs held at the City's volleyball courts, the adjacent pavilion is included with the volleyball court rental fee under this Agreement. If the School Board desires to use an adjacent Pavilion in connection with a volleyball court reservation, it must reserve the Pavilion separately. If the School Board does not separately reserve the Pavilion, the City may rent the Pavilion to other users during the School Board's volleyball court reservations.

8. **School Board Responsibilities.** For each District Program at any City Facility:

- a. The School Board shall ensure that its District Programs do not infringe upon time already scheduled by others at a City Facility and that the City Facility is vacated no later than the end of the time scheduled for the applicable District Program.
- b. The School Board shall ensure that at least one designated adult representative or coach (18 years of age or older) is physically present on site at all times, who shall:
  - i. Arrive at the City Facility in advance of the scheduled start time;

- ii. Oversee the safety of students, employees, volunteers, and spectators attending the District Program;
  - iii. Ensure that all School Board participants and spectators leave the City Facility no later than the scheduled end of the District Program;
  - iv. Remain at the City Facility until all School Board participants and spectators have left; and
  - v. Ensure that the City Facility is left in substantially the same condition in which it was found.
- c. The School Board shall ensure that all District Programs at City Facilities are conducted in accordance with all applicable federal, state, and local laws and regulations, all applicable School Board policies, and all City ordinances, rules, and written facility use guidelines as may be provided to the School Board and updated from time to time.
  - d. The School Board shall ensure that no person attending a District Program smokes anywhere on any City property that is designated as being a non-smoking area.
  - e. The School Board shall ensure that no person consumes or has open alcohol anywhere on any City property while attending a District Program.
  - f. The sale of goods, food or beverages by persons on City property is prohibited.
  - g. The School Board shall ensure that persons attending City Facilities for purposes of District Programs park only in designated parking areas.
  - h. The School Board shall ensure that no person attending City Facilities for purposes of District Programs uses any open flame, pyrotechnics or fog machines on or in any City Facility.
  - i. The Using-Party shall ensure that all refuse produced by Using-Party Persons within City Facilities are placed in the appropriate designated receptacles.
  - j. The School Board acknowledges that the City shall not be liable for any damage to or loss of any property belonging to the School Board or persons attending City Facilities for purposes of District Programs in connection with the use of any City Facility.
  - k. If any portion of the Court Facilities, equipment, or appurtenances is damaged as a result of the negligence or willful misconduct of the School Board, its employees, agents, students, or invitees (beyond normal wear and tear), the City shall provide written notification of the same to the School Board within ten (10) days of discovering the damage, in addition documentation in support of the same. The School Board will then have the opportunity to address and repair the damage. Should the School Board be unable to repair the damage, the City

may proceed with repairs and invoice the School Board for the reasonable, documented cost. Payment will be due within forty-five (45) days after receipt of the invoice.

1. The School Board shall promptly report any apparent hazardous or unsafe condition at the Court Facilities encountered in connection with District Programs to the City's Parks and Recreation Department.

9. **City Responsibilities.**

- a. The City shall be responsible for the general operation, routine maintenance, and repair of the City and Court Facilities, consistent with the standards the City applies for public use, subject to budgetary and operational constraints.
- b. The City shall provide necessary utilities (such as lighting, where available, and water) for the Court Facilities during scheduled District Programs, consistent with City policies. The City may establish and implement reasonable practices to conserve energy and manage usage.
- c. The City shall be responsible for ensuring that any and all portions of City Facilities and Court Facilities are kept in a clean and neat condition during and after the City's use of said City and Court Facilities.

10. **Insurance.**

- a. **Required Coverage.** The School Board shall maintain commercial general liability insurance, covering all of the parties' operations regarding this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000). In addition, the School Board shall maintain:
  - i. Comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used pursuant to this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000).
  - ii. Workers' compensation plan covering all of its employees as required by Florida law, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the Florida Department of Insurance.
  - iii. Employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence.

- b. **Self-Insurance.** If the School Board elects to be self-insured, in lieu of providing proof of insurance, the School Board shall provide proof of self-insurance satisfactory to the City and meeting the requirements imposed herein, which can include a consent to self-insure issued by the Florida Department of Insurance. The School Board warrants that the self-insurance provides substantially the same protection as the insurance required herein. The School Board further agrees to notify the City in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of the change.
- c. **Other Requirements.** Without limiting the parties' duties of indemnification, the School Board shall comply with the following insurance coverage requirements:
  - i. Each policy shall be issued by a company authorized by law to transact business in the State of Florida.
  - ii. Each policy shall provide that the parties shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.
  - iii. Comprehensive motor vehicle and commercial general liability policies shall provide an endorsement naming the City, and its officers, agents, representatives and employees as additional insured.
  - iv. The School Board shall provide an endorsement that the insurer waives the right of subrogation against the City, and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers, but only for claims arising from the negligence or wrongful acts of School Board officers and employees acting within the scope of the officer's/employee's office or employment under the circumstances in which the School Board would be liable to the claimant.
  - v. The required coverage and policy limits shall be maintained in effect throughout the Term.
- d. **Certificates of Insurance.** Upon execution of this Agreement, the School Board shall file certificates of insurance or consents to self-insure with the City, showing that it has in effect the insurance required by this Agreement. The School Board shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

11. **Indemnification.** To the fullest extent permitted by Florida law, each party shall defend, indemnify, and hold harmless the other party, its governing body and members thereof, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered

by the other party, its agents, contractors, employees, representatives, officers, servants, concessionaires, or volunteers in conjunction with the performance of this Agreement, unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against said party, the other party, upon written notice from the other, shall defend the same at its expense by counsel approved in writing by the Indemnified Party.

12. **Notices.** Except as otherwise provided herein, any notice of default or termination, from either party to the other party shall be in writing and sent by certified mail, return receipt requested or personally delivered with signed proof of delivery. The City's and School Board's representatives are:

City: Lisa Hendrickson  
City Manager  
201 Howell Ave.  
Brooksville, FL 34601  
Phone: (352) 540-3810

With copies to: City Attorney  
Vose Law Firm  
Phone: (407) 645-3735

School Board: Ray Pinder  
Superintendent of Hernando County School District  
919 North Broad Street  
Brooksville, Florida 34601  
Phone: (352) 797-7001

Dustin Kupcik  
District Athletics Director  
919 North Broad Street  
Brooksville, Florida 34601  
Email: kupcik\_d@hcsb.k12.fl.us  
Phone: (352) 797-7000

With copies to: Office of General Counsel  
919 North Broad Street  
Brooksville, Florida 34601  
Phone: (352) 797-7253

13. **Public Records.**

- a. If a request to inspect or copy public records relating to this Agreement is received by the City or the School Board, such requests will be handled pursuant to Section 119, Florida Statutes any internal City or School Board policy or procedure.

- b. **IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS. CUSTODIAN OF PUBLIC RECORDS FOR CITY: JENNIFER BATTISTA, JBATTISTA@CITYOFBROOKSVILLE.US. CUSTODIAN OF PUBLIC RECORDS FOR SCHOOL BOARD IS: ELLERMAN\_A@HCSB.K12.FL.US.**

14. **E-Verify.** The City and the School Board shall comply with Chapter 448.095, Florida Statutes with regards to E-Verify.

15. **No Waiver of Sovereign Immunity.** Each Party shall be liable for its own negligent acts or omissions and those of its officers, employees, and agents acting within the scope of their employment, to the extent provided by section 768.28, Florida Statutes, as it may be amended. Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or the monetary limitations set forth in section 768.28, Florida Statutes, or as consent to be sued by any person or entity

16. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except as may be required by law.

17. **Termination.** This Agreement will remain in effect unless terminated by either Party as follows:

- a. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice specifying the breach and the action required to cure the breach to the breaching party. The breaching party shall then be entitled to a period of fifteen (15) business days from receipt of said notice in which to cure the breach. In the event the breach is not cured within the fifteen (15) business day period, this Agreement may be terminated not less than ten (10) business days after receipt of the written notice.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, without cause, by providing the other Party at least thirty (30) days' prior written notice.

18. **Automatic Termination.** This Agreement shall automatically terminate upon the expiration of this Agreement as described in Paragraph 3 above.

19. **Unforeseen Questions.** The Parties agree that in the event of unforeseen questions arising out of the use of the City Facilities subject to this Agreement, the questions will be settled in writing between the Superintendent and the City Manager, or their respective designees, for resolution of such questions concerning this Agreement.

20. **No Transfer of Ownership.** Nothing in this Agreement shall be construed as a transfer of ownership or any property interest in the City Facilities. The City retains full ownership, control, and management authority over the City Facilities.

21. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by acts of God, weather events, fire, flood, war, terrorism, labor disputes, epidemics, utility failures, governmental orders, or other events beyond that Party's reasonable control.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the School Board's use of the City's tennis and volleyball Court Facilities and supersedes all prior discussions or understandings on this specific subject, whether written or oral.

23. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by the Parties.

24. **Binding Effect.** This Agreement shall be binding upon the respective successors and assigns of the Parties hereto.

25. **Amendments.** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

26. **Waiver of Jury Trial.** Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each Party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

27. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

29. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that Party.

30. **Governing Law; Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Hernando County, Florida.

Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

31. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

32. **Non Waiver.** The failure of either party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

33. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth below.

Hernando County School Board

Attest:

\_\_\_\_\_  
Ray Pinder, Superintendent

\_\_\_\_\_  
Kayce Hawkins, Board Chair  
Date: \_\_\_\_\_

City of Brooksville

Attest:

\_\_\_\_\_  
Jennifer Battista, City Clerk

\_\_\_\_\_  
Christa Tanner, Mayor  
Date: \_\_\_\_\_

<b>A. Item Currently Budgeted -</b>													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

<b>B. Item Currently Not Budgeted -**</b>													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 10. 26-3669**

4/14/2026

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**Title and Board Action Requested**

Ratify changes to the contract between the Hernando Classroom Teachers Association and the Hernando School District.

**Executive Summary**

The Director of Labor Relations and Professional Standards, on behalf of the Superintendent of Schools, hereby requests approval to ratify the changes to the contract between the Hernando Classroom Teachers Association (HCTA) and the Hernando School District. Attached are the TA(s) and MOU(s) agreed to during the last bargaining cycle, including a one-time, non-recurring \$1,000 bonus.

TA #2 represents an agreement that was reached with HCTA regarding the distribution of the 2025-26 Classroom Teacher and other Instructional Personnel Salary Increase, formally TSIA, as well as Performance Pay.

TA #3 represents an agreement that was reached with HCTA regarding the addition of an Advanced Degree Supplement for those that hold a Juris Doctor degree.

**My Contact**

Matthew Goldrick  
Director of Labor Relations and Professional Standards  
Goldrick\_m@hcsb.k12.fl.us  
352-797-7070 ext. 70451

Alexis Brown  
Director of Human Resources  
Brown\_a1@hcsb.k12.fl.us  
352-797-7070 ext. 70445

**2023-28 Strategic Focus Area**

Priority 2: Talent Management

**Financial Impact**

The cost for this agenda item is estimated at \$ \$2,851,577.00. See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**HCSB – Classroom Teacher and other Instructional Personnel Salary Increase**

TA# 2

The total amount of the 2025-26 **Classroom Teacher and other Instructional Personnel Salary Increase** - \$809, 045.00 (less applicable fringes) – shall be distributed to instructional staff as follows regarding increases to base salaries:

All returning instructional staff who were employed by the Hernando School District for more than half of their 2024–2025 contract (one day over the midpoint), have a **minimum** of two years of full-time teaching experience in a Florida public school, and remain employed as of the date of Board approval shall receive a market adjustment of an estimated \$470 to their base salary, subject to applicable taxes and employee deductions.

Highly Effective - \$100.00

Effective - \$50.00

An estimated additional allocation of \$70,000 from the general fund will support a \$470 base salary adjustment for employees on annual contracts with less than two full years of experience.

PLACEMENT SCHEDULE FOR NEW HIRES  
INSTRUCTIONAL PERSONNEL 2024-2025/2025-2026

Experience					
PLI000	0	\$ 50,000.00			
PLI001	1	\$ 50,050.00			
PLI002	2	\$ 50,100.00			
PLI003	3	\$ 50,150.00			
PLI004	4	\$ 50,200.00			
PLI005	5	\$ 50,250.00			
PLI006	6	\$ 50,300.00			
PLI007	7	\$ 50,350.00			
PLI008	8	\$ 50,400.00			
PLI009	9	\$ 50,450.00			
PLI010	10	\$ 50,500.00			
			<b>Military EXP (Beyond 20 Instructional)</b>		
PLI011	11	\$ 50,550.00	PLI021	21	\$ 51,050.00
PLI012	12	\$ 50,600.00	PLI022	22	\$ 51,100.00
PLI013	13	\$ 50,650.00	PLI023	23	\$ 51,150.00
PLI014	14	\$ 50,700.00	PLI024	24	\$ 51,200.00
PLI015	15	\$ 50,750.00	PLI025	25	\$ 51,250.00
PLI016	16	\$ 50,800.00	PLI026	26	\$ 51,300.00
PLI017	17	\$ 50,850.00	PLI027	27	\$ 51,350.00
PLI018	18	\$ 50,900.00	PLI028	28	\$ 51,400.00
PLI019	19	\$ 50,950.00	PLI029	29	\$ 51,450.00
PLI020	20	\$ 51,000.00	PLI030	30	\$ 51,500.00

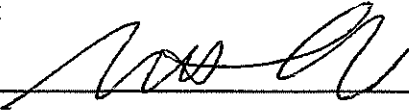
**NOTE:** This schedule is for placement only. There is no movement on this salary structure. Any years beyond 20 are for qualified military experience and current employees with continuous employment returning to the bargaining unit with more than 20 years of teaching experience only.

**Experience Credit**

A maximum of twenty (20) years of experience can be verified, providing proof of a successful evaluation rating in a full-time teaching position for each year of service verified. The maximum applies to all positions within the bargaining unit. The 20-year maximum does not apply to employees who have continuous full-time employment with the Hernando County School District when returning to the instructional bargaining unit.

Up to ten (10) years of credit towards experience on the salary schedule shall be granted for military service. Military credit granted is in addition to the years of verified teaching experience.

Board Approved:

  
\_\_\_\_\_

3/3/20

For the Board, Chief Negotiator

Date

Matthew Goldrick, Director of Labor Relations & Professional Standards

  
\_\_\_\_\_

3/3/20

For the Union

Date

TA#3

**Advanced Degree**

For bargaining unit members hired on or after July 1, 2011, to qualify for advanced degree compensation, the advanced degree earned must be in an area of certification currently on the bargaining unit member's certificate. Advanced degrees in Curriculum, Education, and/or Educational Leadership are considered broad degrees in education and are eligible for advanced degree payment. In addition, an advanced degree that is directly related to a broad academic field (i.e., degree in history and certification in social science) will be eligible. In the event an application is submitted for an advanced degree that is not clearly identified on a certificate, and prior to rejection of the application, will be determined by mutual agreement between both parties of the Hernando Classroom Teachers' Association and the Human Resources Department will meet within ten (10) days of the receipt of transcripts to discuss eligibility for an advanced degree in a broad academic field. To be considered for the Advanced Degree Supplement, official transcripts must be on file with Human Resources. This supplemental pay will begin from the date the official transcripts have been received by Human Resources. If transcripts are received after the first pay period, the Advanced Degree Supplement may be prorated based on the date transcripts were received.

If the qualifications are met, the payment will be made in the form of a supplement in the following amount:

Masters = \$2500

Specialist = \$3500


Doctorate /Juris Doctor\* = \$4500

\*Effective 2025-26 School Year

-If the bargaining unit member no longer holds the certification area used to qualify for the advanced degree payment, they must notify the Human Resource Department within ten (10) days from the date of the certificate change to end the supplement payment. Bargaining unit members hired prior to July 1, 2011 already receiving or become eligible to receive payment for an advanced degree will continue to be paid as indicated above. The instructional salary is for all instructional staff as defined in APPENDIX E.

  
For the Union

3/3/26  
Date

  
For the District

3/3/26  
Date

TA # 4

**ARTICLE XVII**  
**Terms of Agreement**

17.10 This agreement shall become effective July 1, 2025 ~~when ratified by the members of the bargaining unit, approved by the Board, signed by the parties,~~ and shall be firm until and including June 30, ~~2026~~2028.

If, however, the current contract expires before a successor agreement can be reached, all provisions within said contract shall remain in full force and effect until a successor agreement can be reached and ratified by both parties.

17.11 Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state and federal legislation, said provisions shall be modified to the extent it violates the law, pursuant to discussion between the parties. All other provisions shall remain in full force and effect for the duration of this Agreement.

17.12 Any individual contract between the Board and the individual bargaining unit member shall be made subject to the terms of this Agreement.

17.13 The entire School Board Policy Manual will be made available to bargaining unit members on the District's website.

17.14 Copies of this Agreement titled "Agreement between the Hernando Classroom Teachers' Association and the School Board of Hernando County" shall made available on the HCSB website.

17.15 This Agreement shall constitute the full and complete Agreement between both parties and may be altered, changed, added to, deleted from, or modified only through consent of the parties in written and signed amendments to this Agreement.

17.16 This is a three (3) year agreement with annual re-opens on any article or section submitted by either party.

17.30 This agreement is ~~entered into~~ signed this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2026, by and between the School Board and the Hernando Classroom Teachers' Association.

HERNANDO CLASSROOM  
TEACHERS' ASSOCIATION

SCHOOL BOARD OF HERNANDO  
COUNTY, FLORIDA

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Board

3/6/26  
\_\_\_\_\_  
Date

3/6/26  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HERNANDO COUNTY SCHOOL DISTRICT ("District") AND**

**THE HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")**

The Hernando County School District and Hernando Classroom Teacher's Association recognize the dedication and loyalty of all instructional staff. In recognition of this service, the District will provide a one-time, non-recurring bonus of \$1000 to eligible instructional staff. This bonus is not considered part of the employee's base salary and will be subject to applicable tax withholdings. The total estimated cost of this initiative is **\$1,659,900.00**.

To qualify for this payment, instructional employees must meet the following conditions:

- Be employed in an instructional position during the 2025-2026 school year ~~for a minimum of one day more than half the school year.~~
- Remain actively employed as of the date of School Board approval of this Memorandum of Understanding.

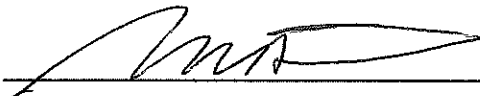
This payment will be paid in full after ratification by the unit and the board. Instructional staff who started after the start of the contract year, will receive a prorated amount.

This payment shall be considered a bonus and shall be taxed accordingly.

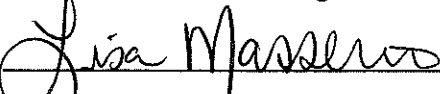
This payment is not eligible to be reported under the Florida Retirement System (FRS).

~~The parties agree that should the District's budgetary status improve during the 2025-2026 school year, they will return to the table to negotiate additional improvements in employee compensation.~~

The parties agree to return to the table by April 30th for focused discussions on the District's budget performance, consideration of FTE survey results and a report on funding sources and expenditures with the goal of negotiating additional improvements on employee compensation.

  
\_\_\_\_\_

For the Board, Chief Negotiator

  
\_\_\_\_\_

For the Union

3/3/26

Date

3/3/26

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**HERNANDO COUNTY SCHOOL DISTRICT ("District") AND**  
**THE HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")**

This Memorandum of Understanding (MOU) establishes an agreement between the Hernando County School District (hereinafter referred to as "District") and the Hernando Classroom Teachers' Association (hereinafter referred to as "HCTA") regarding instructional salary improvements for the 2026-27 school year.


The District and the HCTA agree to include a designated line item in the 2026-27 school year budget for instructional salary improvements.

The amount allocated for this line item shall equal the 2025-26 growth portion of the Classroom Teacher and Other Instructional Personnel Salary Increase Allocation. This allocation will be in addition to any legislative issuance to the Classroom Teacher and Other Instructional Personnel Salary Increase Allocation for maintenance and growth in the 2026-27 school year.

Both parties agree to return to the table for discussion of salary improvements no later than May 2026 in order to consider the combined funds—consisting of the 2026-27 Classroom Teacher and Other Instructional Personnel Salary Increase Allocation and the designated line item. These funds will be applied as a salary increase, subject to all applicable deductions, and will be reported to the Florida Retirement System in accordance with established guidelines.

Any additional proposed salary adjustments from either party will be addressed in accordance with established bargaining procedures.

This MOU shall remain in effect until June 30, 2027, after which it will expire.

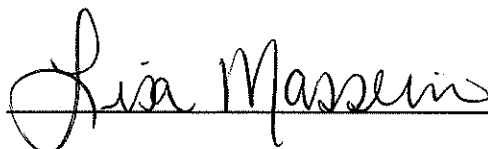


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For the Board, Chief Negotiator

3/3/26

Date



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For the Union

3/3/26

Date

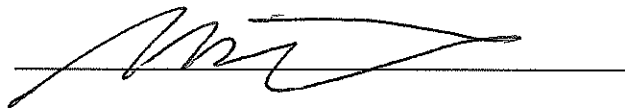
**MEMORANDUM OF UNDERSTANDING BETWEEN  
HERNANDO COUNTY SCHOOL DISTRICT ("District") AND  
THE HERNANDO CLASSROOM TEACHERS' ASSOCIATION ("HCTA" or "Union")**

This Memorandum of Understanding (MOU) establishes an agreement between the Hernando County School District (hereinafter referred to as "District") and the Hernando Classroom Teachers' Association (hereinafter referred to as "HCTA") regarding a Proposal for Protected Time during Pre-School Week for the 2026-27 school year.

The District and the HCTA agree during the week of Pre-School, a minimum of 15.5 hours will be reserved in each site's Pre-School schedule for individual instructional staff members to accomplish work-related tasks at their discretion, in preparation for the beginning of the school year. These hours will be scheduled around the day designated to be the "Districtwide Inservice Day" and other required pre-school trainings.

The instructional staff member will be responsible for reviewing their pre-school week schedule and discussing any conflicts with their Administrator.

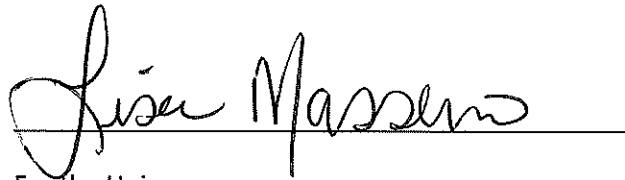
This MOU shall remain in effect until June 30, 2027, after which it will expire. Both parties agree to continue on-going conversations and canvassing of staff.



For the Board, Chief Negotiator

3/3/26

Date



For the Union

3/3/26

Date

PLACEMENT SCHEDULE FOR NEW HIRES  
INSTRUCTIONAL PERSONNEL 2025-2026

		<b>Experience</b>	
PLI000	0	\$ 50,000.00	
PLI001	1	\$ 50,050.00	
PLI002	2	\$ 50,100.00	
PLI003	3	\$ 50,150.00	
PLI004	4	\$ 50,200.00	
PLI005	5	\$ 50,250.00	
PLI006	6	\$ 50,300.00	
PLI007	7	\$ 50,350.00	
PLI008	8	\$ 50,400.00	
PLI009	9	\$ 50,450.00	
PLI010	10	\$ 50,500.00	
PLI011	11	\$ 50,550.00	<b>Military EXP (Beyond 20 Instructional)</b>
PLI012	12	\$ 50,600.00	PLI021 21 \$ 51,050.00
PLI013	13	\$ 50,650.00	PLI022 22 \$ 51,100.00
PLI014	14	\$ 50,700.00	PLI023 23 \$ 51,150.00
PLI015	15	\$ 50,750.00	PLI024 24 \$ 51,200.00
PLI016	16	\$ 50,800.00	PLI025 25 \$ 51,250.00
PLI017	17	\$ 50,850.00	PLI026 26 \$ 51,300.00
PLI018	18	\$ 50,900.00	PLI027 27 \$ 51,350.00
PLI019	19	\$ 50,950.00	PLI028 28 \$ 51,400.00
PLI020	20	\$ 51,000.00	PLI029 29 \$ 51,450.00
			PLI030 30 \$ 51,500.00

**NOTE:** This schedule is for placement only. There is no movement on this salary structure. Any year(s) beyond 20 are for qualified military

**Experience Credit**

A maximum of twenty (20) years of experience can be verified, providing proof of a successful evaluation rating in a full-time teaching position for each year of service verified. The maximum applies to all positions within the bargaining unit. The 20-year maximum does not apply to employees who have continuous full-time employment with the Hernando County School District when returning to the instructional bargaining unit.

Up to ten (10) years of credit towards experience on the salary schedule shall be granted for military service. Military credit granted is in addition to the years of verified teaching experience.

**Advanced Degree** For bargaining unit members hired on or after July 1, 2011, to qualify for advanced degree compensation, the advanced degree earned must be in an area of certification currently on the bargaining unit member's certificate. Advanced degrees in Curriculum, Education, and/or Educational Leadership are considered broad degrees in education and are eligible for advanced degree payment. In addition, an advanced degree that is directly related to a broad academic field (i.e. degree in history and certification in social science) will be eligible. In the event an application is submitted for an advanced degree that is not clearly identified on a certificate, and prior to rejection of the application, the Hernando Classroom Teachers' Association and the Human Resources Department will meet within (10) days of the receipt of transcripts to discuss eligibility for an advanced degree in a broad academic field. To be considered for the Advanced Degree Supplement, official transcripts must be on file with Human Resources. The supplement pay will begin from the date the official transcripts have been received by Human Resources. If transcripts are received after the first pay period, the Advanced Degree Supplement may be prorated based on the date the transcripts were received.

If the qualifications are met, the payment will be made in the form of a supplement in the following amount:

Masters = \$2500    Specialist = \$3500    Doctorate = \$4500    \*Effective 2025-26 School Year - Juris Doctor = \$4500

If the bargaining unit member no longer holds the certification area used to qualify for the advanced degree payment, they must notify the Human Resources Department within ten (10) days from the date of the certificate change to end the supplement payment.

**Critical Shortage**

For positions previously designated as critical shortage areas for Hernando County, the following positions will be paid an additional amount in the form of a supplement:

**ESE Specialist, Program Staffing Specialist, Behavior Analyst, and Employment Specialist** will receive a supplement of \$3,955.00 in addition to the base pay.

**Speech/Language Pathologist, School Psychologists, Occupational Therapists and Physical Therapists** will receive a supplement of \$9,170.00 in addition to the base pay.

**Mental Health Support**

**Certified School Counselors** and **School Social Workers** shall receive a supplement of \$3,955 for specialized expertise in student mental health services.

**Board Approved:**

**A. Item Currently Budgeted -**

Account Name \_\_\_\_\_

Account Number \_\_\_\_\_

	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____				

Account Name \_\_\_\_\_

Account Number \_\_\_\_\_

	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____				

**B. Item Currently Not Budgeted -\*\***

Funding Source General Fund, Special Revenue - Instructional Salaries & Fringes; Bonus

Account Name \_\_\_\_\_

Account Number	<u>11XX/41XX/42XX</u>	<u>51XX-6XXX</u>	<u>1200/1300/1960</u>	<u>Various</u>	<u>Various</u>	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	<u>2,851,577.00</u>					

Funding Source \_\_\_\_\_

Account Name \_\_\_\_\_

Account Number \_\_\_\_\_

	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

**C. History**

Check one:  
 Prior Year Budget:   
 New for Current Year:

Prior Year Approved Budget: \$ \_\_\_\_\_

Prior Year Actual Spent: \$ \_\_\_\_\_

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*

<b>A. Item Currently Budgeted -</b>											
Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

<b>B. Item Currently Not Budgeted -**</b>										
Funding Source <u>General Fund, Special Revenue - Instructional Salaries &amp; Fringes; Bonus</u>										
Account Name _____										
Account Number	<u>11XX/41XX/42XX</u>	<u>51XX-6XXX</u>	<u>1200/1300/1960</u>	<u>Various</u>	<u>Various</u>					
	Fund	Function	Object	Cost Center	Project					Sub Project
Amount \$	<u>2,851,577.00</u>									

Funding Source _____											
Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Amount \$	_____										

<b>C. History</b>									
Check one:									
Prior Year Budget: <input type="radio"/>									
New for Current Year: <input checked="" type="checkbox"/>									
Prior Year Approved Budget: \$ _____									
Prior Year Actual Spent: \$ _____									

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 11. 26-3675**

4/14/2026

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**Title and Board Action Requested**

Approve a one-time Retention Bonus for Professional/Technical/Supervisory, Guardian and Administrative Staff

**Executive Summary**

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests Board approval of a one-time \$500 bonus to Professional/Technical/Supervisory, Guardian and Administrative employees, as well as a Performance Pay Increase for School Based Administrators in the amount of \$100 for Highly Effective and \$50 for Effective.

The one-time bonus is not considered part of the employee's base salary and will be subject to applicable tax withholdings.

To qualify for this payment, employees must meet the following conditions:

- Be employed in a Professional/Technical/Supervisory, Guardian or Administrative position during the 2024-2025 school year for a minimum of one day more than half the school year.
- Remain actively employed as of the date of School Board approval.

This payment shall be considered a bonus and shall be taxed accordingly.

This payment is not eligible to be reported under the Florida Retirement System (FRS).

The School-Based Administrative salary schedule has been updated to add a 216-day Assistant Principal calendar option in addition to the 249-day calendar.

**My Contact**

Alexis Brown  
Director of Human Resources  
Brown\_a1@hcsb.k12.fl.us  
352-797-7070 ext. 70445

**2023-28 Strategic Focus Area**

Priority 2: Talent Management

**Financial Impact**

The cost for this agenda item is estimated at \$145, 682.45. See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product

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availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**A. Item Currently Budgeted -**

Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ <b>0</b>	

Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

**B. Item Currently Not Budgeted -\*\***

Funding Source	<u>General Fund, Food Service Fund - \$500 Retention Bonus &amp; School Based Admin Performance Pay</u>					
Account Name	_____					
Account Number	<u>11XX/41XX</u>	<u>Various</u>	<u>1XXX/1960</u>	<u>Various</u>	<u>Various</u>	_____
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ <u>145,628.45</u>					

Funding Source	_____					
Account Name	_____					
Account Number	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ _____					

**C. History**

Check one:  
**Prior Year Budget:**   
**New for Current Year:**

Prior Year Approved Budget: \$ \_\_\_\_\_  
 Prior Year Actual Spent: \$ \_\_\_\_\_

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***

**SCHOOL-BASED ADMINISTRATOR PLACEMENT SALARY RANGE – 2025 - 2026**

PAP	PEP	PMP	PHP
e-school, Alt. Ed Principal 249 days	Elem Principal 249 days	K8 & Mid Principal 249 days	High Principal 249 days
\$82,066 – \$94,376	\$86,172 - \$99,098	\$90,984 - \$104,632	\$94,971 - \$109,217

PEAR	PMAR	PHAR
Elem Asst Principal 249 days	K8 & Middle Asst. Principal 249 days	High Asst. Principal 249 days
\$75,408 – \$86,719	\$76,881 - \$88,413	\$79,719 - \$91,677

<u>PEAL</u>	<u>PMAL</u>	<u>PHAL</u>
<u>Elem Asst Principal 216 days</u>	<u>K8 &amp; Middle Asst. Principal 216 days</u>	<u>High Asst. Principal 216 days</u>
<u>\$65,414 - \$75,226</u>	<u>\$66,692 - \$76,696</u>	<u>\$69,154 - \$79,527</u>

**Degree :**

\$ 1,000 Each advanced degree beyond the degree required in the job description (if hired after 7/1/11, the advanced degree must be in the individual's area of certification to qualify for the adjustment)

**Additional Academic Responsibilities:**

\$ 1,000 ESE Cluster Site (as designated by the ESE Department)  
\$ 1,200 Lead Principal

**SCHOOL-BASED ADMINISTRATOR PLACEMENT SALARY RANGE – 2025 - 2026**

PAP	PEP	PMP	PHP
e-school, Alt. Ed Principal 249 days	Elem Principal 249 days	K8 & Mid Principal 249 days	High Principal 249 days
\$82,066 – \$94,376	\$86,172 - \$99,098	\$90,984 - \$104,632	\$94,971 - \$109,217

PEAR	PMAR	PHAR
Elem Asst Principal 249 days	K8 & Middle Asst. Principal 249 days	High Asst. Principal 249 days
\$75,408 – \$86,719	\$76,881 - \$88,413	\$79,719 - \$91,677

PEAL	PMAL	PHAL
Elem Asst Principal 216 days	K8 & Middle Asst. Principal 216 days	High Asst. Principal 216 days
\$65,414 - \$75,226	\$66,692 - \$76,696	\$69,154 - \$79,527

**Degree :**

\$ 1,000 Each advanced degree beyond the degree required in the job description (if hired after 7/1/11, the advanced degree must be in the individual's area of certification to qualify for the adjustment)

**Additional Academic Responsibilities:**

\$ 1,000 ESE Cluster Site (as designated by the ESE Department)  
 \$ 1,200 Lead Principal



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 12. 26-3687**

4/14/2026

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**Title and Board Action Requested**

Approve Final Order to make Steven Blum Ineligible for Employment with the Hernando County School District and to be reported to FLDOE for Inclusion on the Disqualification List.

**Executive Summary**

The Director of Labor Relations & Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board approve a Final Order for Steven Blum to be ineligible for employment with Hernando County School District. Mr. Blum was released during his probation period from the school district on November 4, 2025, shortly after being arrested on November 2, 2025. Due to the outcome of that case Mr. Blum is disqualified for employment with the school district and based on Florida Statutes and rules should be added to the Disqualification List maintained by FLDOE. The Superintendent recommends the Board adopt the Final Order as a necessary step for the school district to report Mr. Blum for inclusion on the Disqualification List.

**My Contact**

Matthew Goldrick  
Director of Labor Relations & Professional Standards  
919 North Broad Street  
Brooksville, FL 34601  
352-797-7000 ext. 451  
goldrick\_m@hcsb.k12.fl.us

Caroline Mockler  
Staff Counsel  
919 North Broad Street  
Brooksville, FL 34601  
352-797-7000 ext. 225  
mockler\_c@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**THE SCHOOL BOARD OF HERNANDO COUNTY**

**In Re:**

**STEVEN EDWARD BLUM**  
(Non-Instructional Personnel)

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**FINAL ORDER OF SCHOOL BOARD**

THIS MATTER came to be heard before The School Board of Hernando County, Florida, (the “School Board”) on the 14th day of April 2026, to determine whether former employee Steven Edward Blum is ineligible for employment with the Hernando County School District pursuant to section 1012.315, Florida Statutes, and Rule 6A-10.084, Florida Administrative Code. Based on clear and convincing evidence and material, the School Board determines as follows:

1. Section 1012.315, Florida Statutes, provides in the relevant part:

A person is ineligible for educator certification or employment in any position that requires direct contact with students in a district school system . . . if the person . . . has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to:

- (1) Any criminal act committed in another state or under federal law which, if committed in this state, constitutes a disqualifying offense under s. 435.04(2).

2. For the period of April 29, 2025, through August 15, 2025, Steven Edward Blum was employed as a Substitute Bus Driver with the Transportation Department for the Hernando County School District. For the period of August 18, 2025, through November 4,

2025, Steven Edward Blum was employed as a Full-Time Bus Driver with the Transportation Department for the Hernando County School District.

3. On November 2, 2025, Deputy Nicholas Farino with the Hernando County Sheriff's Office arrested Steven Edward Blum pursuant to an active warrant for the felony charge of exploitation of an elderly person or disabled adult as defined under Chapter 825, "Abuse, Neglect, and Exploitation of Elderly Persons and Disabled Adults," sections 825.101(4) or (5), and 825.103, Florida Statutes.

4. Steven Edward Blum was later charged with Count I - Abuse/Neglect/Exploitation of an Elderly Person or Disabled Adult under section 825.103 Florida Statutes. (See Hernando County Case No.: 2025CF001649CFAXMX).

5. On January 14, 2026, Steven Edward Blum signed a Waiver of Rights and Plea Agreement, agreeing to a plea of Nolo Contendere (no contest) to Count I - Exploitation of the Elderly – Less than \$10,000.00, pursuant to section 825.103, Florida Statutes. The Waiver of Rights and Plea Agreement was ratified by the Court on January 21, 2026.

6. Accordingly, on January 21, 2026, adjudication was withheld as to Count I. On February 9, 2026, the Court ordered Steven Edward Blum to be placed on probation for a period of sixty (60) months under the supervision of the Department of Corrections.

7. Pursuant to Rule 6A-10.084(2)(d), Steven Edward Blum was convicted of one or more crimes listed in sections 1012.315 and 435.04, Florida Statutes. See Rule 6A-10.081(2)(d) ("Conviction' means an adjudication of guilt by a court, after a determination of guilt by verdict or a plea of guilt; as well as where a person is found guilty, plead guilty or plead nolo contendere and adjudication of guilt is withheld [.]").

8. The crimes occurred on or after April 29, 2025, while Steven Edward Blum was employed by the Hernando County School District in a covered position as defined by section 1012.01(6), Florida Statutes.

9. Therefore, Steven Edward Blum is ineligible for employment with the Hernando County School District pursuant to sections 1012.315 and 435.04, Florida Statutes.

10. On November 4, 2025, Steven Edward Blum was released from his position under his probationary contract as non-instructional personnel with the Hernando County School District.

After reviewing the evidence and material outlined, a motion was made and seconded to accept the Superintendent's recommendation that Steven Edward Blum is ineligible for employment with Hernando County School District and Steven Edward Blum will be reported to the State for inclusion on the Disqualification list as required by Rule 6A-10.084, Florida Administrative Code. Thereafter, this motion passed by a [REDACTED] vote, though the Consent agenda approval process. This Final Order represents the final action of the School Board on this matter.

DONE and ENTERED on this 14th day of April 2026.

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KAYCE HAWKINS, BOARD CHAIR

Copies Furnished To:  
Steven Edward Blum  
Attorney for Hernando County School District, Caroline Mockler, Esq.  
Human Resources/Personnel File

**NOTICE OF RIGHT TO JUDICIAL REVIEW**

A Party who is adversely affected by this Final Order is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of

Appellate Procedure. Such proceedings are commenced by filing the original notice of appeal of an administrative order with the office of The Hernando County School Board within 30 days of rendition of this order, and a copy of the notice, accompanied by any filing fees prescribed by law, with the clerk of the District Court of Appeal in the appellate district where the School Board maintains its headquarters or where a party resides, or as otherwise provided by law.

<b>A. Item Currently Budgeted -</b>											
Account Name		No Financial Impact									
Account Number		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

Account Name		_____									
Account Number		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

<b>B. Item Currently Not Budgeted -**</b>											
Funding Source		_____									
Account Name		_____									
Account Number		Fund		Function		Object		Cost Center		Project	Sub Project
Amount	\$	_____									

Funding Source		_____									
Account Name		_____									
Account Number		Fund		Function		Object		Cost Center		Project	Sub Project
Amount	\$	_____									

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 13. 26-3598**

4/14/2026

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### **Title and Board Action Requested**

Approve the Purchase of Marcraft Instructional Equipment and Curriculum Resources from Southern Education Systems, Inc. for Technology Program Enhancements Across Multiple High Schools and Authorize the Issuance of Purchase Orders for an Estimated spending of \$200,000.00

### **Executive Summary**

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the purchase of Marcraft instructional equipment and curriculum resources from Southern Education Systems, Inc. in an estimated amount of \$200,000.00. These purchases will enhance the Artificial Intelligence Program at Springstead High School, the Advanced Information Technology Program at Nature Coast Technical High School, and the Cybersecurity Program at Hernando High School.

The Marcraft resources, including Cybersecurity Essentials and Digital Forensics instructional systems, will provide students with hands-on, industry-aligned learning experiences that strengthen skills in investigations. These tools support immersive, project-based learning aligned to Career and Technical Education (CTE) standards and workforce needs.

Funding for this purchase is provided through the Workforce Development Capitalization Incentive Grant Program (Workforce CAP), specifically awarded to support the Artificial Intelligence Program at Springstead High School, the Advanced IT Program at Nature Coast Technical High School, and the Cybersecurity Program at Hernando High School. No General Fund dollars will be used for this initiative.

Southern Education Systems, Inc. is the supplier and publisher of this proprietary and copyrighted material.

### **My Contact**

Beth Lastra  
Supervisor of College and Career Programs  
352-797-7000 ext. 70474  
lastra\_b@hcsb.k12.fl.us

### **2023-28 Strategic Focus Area**

Priority 1: Student Success

### **Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# Southern Educational Systems, Inc.

Educational & Industrial Training Equipment Specialist

P.O. Box 170339 Spartanburg, SC 29301

Phone: (800)-772-7379 Fax: (864)-596-8924

Direct Purchase Orders to: [purchasing@seslabs.com](mailto:purchasing@seslabs.com)

Date: March 10, 2026	Quotation	Quote # BS-260310-001		
Prepared for:				
Beth Lastra Hernando County School District 919 N Broad St Brooksville, FL 34601 <a href="mailto:lastra_b@hcsb.k12.fl.us">lastra_b@hcsb.k12.fl.us</a>		Ph. 352-797-7000 Ext.		
Delivery: 60 to 90 Days A.R.O	FOB: Destination	Terms: Net 30 Days		
CAT:				
Qty	Module	Description	Unit	Extended

PRICES FIRM FOR 60 DAYS FROM DATE OF QUOTATION  
AFTER 60 DAYS CUSTOMER MUST CONTACT SES FOR  
CURRENT PRICES

**Marcraft Cybersecurity Package**

Includes:

1	CS-1000	Cybersecurity Essentials Package for 24 Students including Instructor's Guide with PowerPoint Presentation USB Drive(1 per Classroom)	\$ 45,316.67	\$ 45,316.67
12	CS-100SET	Cybersecurity Essentials Concepts and Practice Text & Lab Book	\$ 181.00	\$ 2,172.00

**\*\*DOES NOT INCLUDE STUDENT COMPUTER WORKSTATIONS\*\***

	<b>Sub Total</b>	\$ 47,488.67
	<b>Freight, Installation &amp; Training</b>	\$ 6,000.00
	<b>TIPS DISCOUNT</b>	\$ (2,674.43)
	<b>Total</b>	<b>\$ 50,814.24</b>

# Southern Educational Systems, Inc.

Educational & Industrial Training Equipment Specialist

P.O. Box 170339 Spartanburg, SC 29301

Phone: (800)-772-7379 Fax: (864)-596-8924

Direct Purchase Orders to: [purchasing@seslabs.com](mailto:purchasing@seslabs.com)

<b>Date:</b> March 10, 2026	<b>Quotation</b>	<b>Quote #</b> BS-260310-002
<b>Prepared for:</b> Beth Lastra Hernando County School District 919 N Broad St Brooksville, FL 34601 <a href="mailto:lastra_b@hcsb.k12.fl.us">lastra_b@hcsb.k12.fl.us</a>		
<b>Ph.</b> 352-797-7000		
<b>Ext.</b>		
<b>Delivery:</b> 60 to 90 Days A.R.O	<b>FOB:</b> Destination	<b>Terms:</b> Net 30 Days
<b>CAT:</b>		
<b>Qty</b>	<b>Module</b>	<b>Description</b>
		<b>Unit</b>
		<b>Extended</b>

PRICES FIRM FOR 60 DAYS FROM DATE OF QUOTATION  
AFTER 60 DAYS CUSTOMER MUST CONTACT SES FOR  
CURRENT PRICES

**Marcraft Digital Forensics**

**Includes:**

1	DF-1000	Digital Forensics 1 Station Package including Instructor's Guide with PowerPoint Presentation USB Drive(1 per Classroom)	\$	6,597.00	\$	6,597.00
1	DF-100SET	Digital Forensics Text and Lab Guide (2 Books)	\$	181.00	\$	181.00
<b>Sub Total</b>			<b>\$</b>	<b>6,778.00</b>		
<b>Freight</b>					<b>Included</b>	
<b>TIPS DISCOUNT</b>			<b>\$</b>	<b>(338.90)</b>		
<b>Total</b>			<b>\$</b>	<b>6,439.10</b>		

**STANDARD ADDENDUM TO AGREEMENTS WITH  
THE HERNANDO COUNTY SCHOOL BOARD**

**WHEREAS**, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

**WHEREAS**, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

**WHEREAS**, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

**WHEREAS**, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party’s performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Ellerman\\_a@hcsb.k12.fl.us](mailto:Ellerman_a@hcsb.k12.fl.us) or (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.


19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(13), Florida Statutes.

20. If the Contractor receives access to an individual's personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

***Signed and dated by authorized representatives as provided below:***

**Contractor:**

  
Printed Name: David Williams  
Title: CFO  
Date: 3/10/2026

Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
10:44 am, 06/17/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Southern Educational Systems

Vendor FEIN: 57-0907160

Vendor's Authorized Representative Name and Title: David Williams, CFO

Address: PO Box 170339

City: Spartanburg State: SC ZIP: 29301

Phone Number: 864-596-8921

Email Address: purchasing@seslabs.com

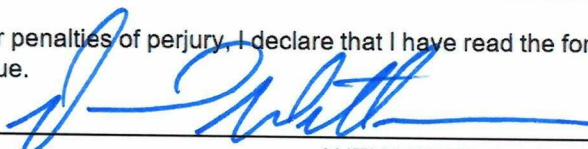
Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:  \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: David Williams, CFO

Date: 3/10/2026

Approved as to Content & Form  
CarolineMockler, Esq.  
Staff Counsel, HCSD  
8:46 am, 04/25/2025

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)


Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **David Williams**

Company Name: **Southern Educational Systems**

Title: **CFO**

Signature: 

Date: **3/10/2026**

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

<b>A. Item Currently Budgeted -</b>										
Account Name	Vocational Tech Ed		Academic Services		Workforce CAP					
Account Number	1100E	5300	Various	9415	88702					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 200,000.00		\$ 0.00

Account Name										
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

<b>B. Item Currently Not Budgeted -**</b>									
Funding Source	_____								
Account Name	_____								
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$ _____								
	_____								
	_____								
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$ _____								

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input checked="" type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 14. 26-3651**

4/14/2026

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**Title and Board Action Requested**

Award the Contract for Construction Manager Services for Serving Line Replacement at D.S. Parrott Middle School and Endeavor Academy, to Skanska USA Building, Inc., for construction goods & services under RFQ #9009-234-2301: Construction Manager Services Continuing Contract and authorize the purchase of \$15,000.00 in pre-construction services Food & Nutrition Services funds.

**Executive Summary**

The Director of the Facilities & Construction Department, on behalf of the Superintendent of Schools, hereby requests the Board award the contract for Construction Manager Services for Serving Line Replacement at D.S. Parrott Middle School and Endeavor Academy, to Skanska USA Building, Inc., for construction goods & services under RFQ #9009-234-2301: Construction Manager Services Continuing Contract and authorize the contract for \$1,500,000.00 using Food & Nutrition Services funds.

At this time, we request approval of the purchase of \$15,000.00 in pre-construction services.

**My Contact**

Brian Ragan  
Director of Facilities & Construction  
ragan\_b@hcsb.k12.fl.us  
(352) 797-7050

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.



# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the Fourteenth day of April in the year Two Thousand Twenty-Six  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Hernando County School District  
8016 Mobley Rd  
Brooksville, FL 34601  
352-797-7050

and the Construction Manager:  
(Name, legal status, address, and other information)

Skanska USA Building, Inc.  
400 North Ashley Drive  
Tampa, FL 33602

for the following Project:  
(Name, location, and detailed description)

D.S. Parrott Middle School & Endeavor Academy Serving Line Replacement  
19220 Youth Drive & 14063 Ken Austin Parkway  
Brooksville, FL  
Replace serving lines with new equipment provided by the District. Remove existing cooler/freezer at DS Parrott and install new external cooler/freezer provided by the District.

The Architect:  
(Name, legal status, address, and other information)

Fleischman and Garcia Architects and Planners, AIA, PA

DBA: FleischmanGarciaMaslowski

324 S. Hyde Park Ave., Suite 300

Tampa, FL 33606

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
  - 2 GENERAL PROVISIONS
  - 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
  - 4 OWNER'S RESPONSIBILITIES
  - 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
  - 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
  - 7 COST OF THE WORK FOR CONSTRUCTION PHASE
  - 8 DISCOUNTS, REBATES, AND REFUNDS
  - 9 SUBCONTRACTS AND OTHER AGREEMENTS
  - 10 ACCOUNTING RECORDS
  - 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
  - 12 DISPUTE RESOLUTION
  - 13 TERMINATION OR SUSPENSION
  - 14 MISCELLANEOUS PROVISIONS
  - 15 SCOPE OF THE AGREEMENT
- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT  
EXHIBIT B INSURANCE AND BONDS

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Work will be completed in or adjacent to the cafeteria and dining areas of DS Parrott Middle School and Endeavor Academy and include serving lines, cooler/freezer unit demolition & installation. Additional work may be added or removed at the discretion of the District.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

Owner's TOTAL Construction Budget: \$1,500,000

Less Preconstruction Phase Services:	\$15,000
Guaranteed Maximum Price Budget:	\$1,485,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
TBD
- .2 Construction commencement date:  
TBD as negotiated in the GMP Amendment
- .3 Substantial Completion date or dates:  
TBD as negotiated in the GMP Amendment
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction.)*

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

Construction Manager shall plan the Work to avoid disruption of school activities, teaching and learning. The Construction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the school's schedule. This contract is being awarded under the District's CM RFQ# 9009-234-2301

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

*(List name, address, and other contact information.)*

John Williams  
8016 Mobley Rd  
Brooksville, FL 34601  
352-797-7050

williams\_j@hcsb.k12.fl.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the

Construction Manager's submittals to the Owner are as follows:  
*(List name, address and other contact information.)*

Owner's Fire Official and Building Official

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

By A/E

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

TBD

§ 1.1.11 The Architect's representative:  
*(List name, address, and other contact information.)*

Jeff Pelszynski

17807 Hunting Bow Circle

Lutz, FL 33558

813.607.5950

jeff@fgmfla.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Daniel Abou-Jaoude  
 400 North Ashley Drive  
 Tampa, FL 33602

Daniel.Abou-Jaoude@skanska.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including:  
 A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package;  
 B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise

**§ 1.1.15** Other Initial Information on which this Agreement is based:

« Construction Manager may be required to procure (or allow owner to procure) materials by means of the Owner's Direct Purchase Program or Owner's Pre-Purchase Program. Any materials procured by these methods, in which the Construction Manager includes in the Cost of The Work, shall be treated in the same manner as materials purchased directly by the Construction Manager. Scheduling & accepting delivery, storage, installation, returns and warranties remain the responsibility of the Construction Manager and nothing in this Article shall alter any other conditions of this contract.

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™ 2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use

and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

### ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### § 3.1 Preconstruction Phase

##### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

##### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document F234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

## § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior

to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may

request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed \$ 10,000.00 or 1% of total Cost of the Work

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Rates listed herein are for Pre-Construction Services only and are not to be assumed as approved for compensation for Construction Phase Services

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 ~~Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents

§ 5.2.2 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment. ~~Payments are due and payable upon presentation of the Construction Manager's invoice.~~ Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

2 % Two-percent

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

### § 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

\$25,000 - \$100,000	10.00% - 9.50%	\$600,000 - \$750,000	6.50% - 5.50%	\$3.0M - \$4.0M	4.50% - 4.25%
\$100,000 - \$200,000	9.50% - 9.00%	\$750,000 - \$1.0M	5.50% - 5.25%		
\$200,000 - \$300,000	9.00% - 8.00%	\$1.0M - \$1.5M	5.25% - 5.00%		
\$300,000 - \$400,000	8.00% - 7.00%	\$1.5M - \$2.0M	5.00% - 4.75%		
\$400,000 - \$600,000	7.00% - 6.50%	\$2.0M - \$3.0M	4.75% - 4.50%		

### § 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2. Construction Manager's fee shall include the actual cost of items & equipment that are directly purchased by owner but installed by Construction Manager

### § 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work

### § 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

### § 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

Should the Contractor fail to substantially complete the Work on or before the date stipulated as the Substantial Completion Date in Section 1.1.4.3 above, (or such later date as may result from a written extension of time granted by the Owner), the Contractor shall pay the Owner, as liquidated damages, the sum of \$750.00 for each consecutive calendar day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Contractor. The above referenced liquidated damages shall provide the sole and exclusive remedy for the Owner for damages incurred as a result of the Contractor's delay in completing the Work as described in Contract Documents. However, the Owner retains all rights to seek and recover its actual damages for all other injuries that may arise, including but not limited to construction defects.

### § 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

Construction Manager's overhead and profit for increases in the cost of Work performed by its own forces shall be limited to ten percent (10%) of the cost of the self-performed Work. All self-performed work shall be fully auditable by the Owner's auditors per Article 10.

#### § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

#### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

### ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

#### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

#### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when

performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:  
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

N/A

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Notwithstanding the foregoing, any such agreed rates may still be audited and reduced at the option of Owner.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly

attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent

that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the

Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

Following an audit, the Owner retains the right to dispute any Costs charged by Contractor or its Subcontractors and demand a reduction in the amount charged by Contractor in writing ("Owner Demand for Reduction"). The Contractor shall respond to any such Owner Demand for Reduction in writing within five (5) business days, or it shall waive its right to dispute the Owner Demand for Reduction. If the Owner and Contractor cannot come to an agreement regarding the Owner Demand for Reduction within 10 business days, Owner and Contractor shall submit the dispute to the Initial Decision Maker. If either party rejects the Initial Decision Maker's decision, the Owner, at its discretion, may withhold the entire disputed amount in the Owner Demand for Reduction up to a maximum of 3% of the contract price until Contractor achieves Substantial Completion. Following Substantial Completion, Owner and Contractor's dispute shall follow the Article 12 dispute resolution procedure. Contractor and Owner agree to toll any causes of action and stay any litigation that relates to or arises from an audit or the Owner Demand for Reduction until the date of Substantial Completion.

#### ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

##### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period shall end on the 25th day of the month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-Five (25) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a

reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions and Construction Manager's fee are not subject to retainage

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Retainage shall not be reduced prior to Substantial Completion of the entire Work

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting

data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

2 % Two-percent

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the

compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of

the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Zero Dollars (\$0.00)

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One-million dollars (\$ 1,000,000 ) for each occurrence and Two-million dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One-million dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than One-million dollars (\$ 1,000,000 ) each accident, One-million dollars (\$ )

1,000,000 ) each employee, and One-million dollars ( \$ 1,000,000 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five-hundred thousand dollars ( \$ 500,000 ) per claim and Five-hundred thousand dollars ( \$ ) in the aggregate.  
500,000

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk	Per Attached Exhibit C
Other Insurance Requirements	Per Attached Exhibit C

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

The Owner shall pay for the Building Permit and inspections conducted by the Building Official and Fire Official. The Construction Manager shall apply for the Building Permit via the Owner's application process and shall schedule and coordinate all inspections. Any permits, fees, licenses and inspections by other government agencies shall be included in the Cost of The Work. This shall amend Article 3.7.1 of the AIA A201-2017 General Conditions of the Contract for Construction

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

N/A

- .6 Other Exhibits:  
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA-A133 GMP Amendment	Exhibit 'A'	2019	5
AIA Insurance and Bonds	Exhibit 'B'	2019	7
HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	2022	5
HCSB Conflict of Interest Form	Exhibit 'E'	08-25-2015	2015
HCSB Construction Manager Guidelines	Exhibit 'F'	08-14-2023	25

- .7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Hernando County School District Construction Manager Guidelines (Exhibit F)  
AIA A201-2017 General Conditions of the Contract for Construction

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

Daniel Abou-Jaoude, Vice President  
\_\_\_\_\_  
(Printed name and title)



# AIA® Document A133® – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty-fourth day of March in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

D.S. Parrott Middle School & Endeavor Academy Serving Line Replacement  
19220 Youth Drive & 14063 Ken Austin Parkway  
Brooksville, FL

**THE OWNER:**  
(Name, legal status, and address)

Hernando County School District  
8016 Mobley Road  
Brooksville, FL 34607

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Skanska USA Building, Inc.  
400 North Ashley Drive  
Tampa, FL 33602

### TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

~~Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

#### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

## § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

## § B.2.3 Required Property Insurance

~~§ B.2.3.1 Unless this obligation is placed on the Construction Manager~~ Pursuant to Section B.3.3.2.1, the Owner Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

## § B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § B.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § B.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § B.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § B.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § B.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § B.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § B.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] § B.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

## ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

### § B.3.1 General

§ B.3.1.1 **Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 **Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

### § B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

### § B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars (\$ 1,000,000.00 ) each occurrence, Two-million dollars (\$ 2,000,000.00 ) general aggregate, and Two-million dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One-million dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

~~§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.~~

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars (\$ 1,000,000.00 ) per claim and One-million dollars (\$ 1,000,000.00 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

**§ B.3.3 Construction Manager's Other Insurance Coverage**

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply x

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

- § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § B.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

## Coverage

## Limits

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply

## CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

## A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

## B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.
 

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Each Occurrence	\$1,000,000
d. Personal Injury	\$1,000,000
2. The following coverages shall be included in the CGL:
  - a. Per project general aggregate (CG 25 03 or similar)
  - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
  - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
  - d. A waiver of Subrogation in favor of all Additional Insured parties.
  - e. Personal Injury Liability
  - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
  - g. Explosion, collapse and underground (xcu)

## HERNANDO COUNTY SCHOOL BOARD

## EXHIBIT C

## CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

3. The following exclusionary endorsements are prohibited in the CGL policy:
    - a. Damage to Work performed by Subcontractor/Vendor (CG 22-94 or similar)
    - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    - c. If applicable to the Work to be performed: Residential or multi-family
    - d. If applicable to the Work to be performed: Exterior insulation finish systems
    - e. If applicable to the Work to be performed: Subsidence or Earth Movement
  4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.
- C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.
1. Combined Bodily Injury and Property Damage Liability
    - a. Combined Single Limit (each accident): \$1,000,000
    - b. Coverages: Specific waiver of subrogation
- D. WORKERS' COMPENSATION INSURANCE
1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
  2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.
  3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
- E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:

## HERNANDO COUNTY SCHOOL BOARD

## EXHIBIT C

## CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- |                    |             |
|--------------------|-------------|
| a. Each occurrence | \$5,000,000 |
| b. Aggregate       | \$5,000,000 |

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).
  - a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as named insureds.
  - b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
  - c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

## CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.
4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.
5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

### G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
  - a. Pollution Liability policy must include contractual liability coverage.
  - b. Hernando County School Board must be included as additional insureds on the policy.
  - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

### H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

#### I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
  - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
    - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
    - ii. The project number assigned by the Owner
    - iii. The bond number assigned by the surety
    - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
  - b. The amount of the bond shall equal the full amount of the Contract Sum.
  - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

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- d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.
  
- e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

## EXHIBIT D

**STANDARD ADDENDUM TO AGREEMENTS WITH  
THE HERNANDO COUNTY SCHOOL BOARD**

**WHEREAS**, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

**WHEREAS**, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

**WHEREAS**, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

**WHEREAS**, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.
2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum, and in relation to any action to enforce the terms of either document.
4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year,

the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Neither Party shall waive the right to a trial by jury.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

## EXHIBIT D

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and

## EXHIBIT D

expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Ellerman\\_a@hcsb.k12.fl.us](mailto:Ellerman_a@hcsb.k12.fl.us) or (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such

student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.

20. If the Contractor receives access to an individual's personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

21. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

*Signed and dated by authorized representatives as provided below:*

**Contractor:**



Printed Name: Daniel Abou-Jaoude

Title: Vice President

Date: 3/17/2026

Approved as to Legal Sufficiency  
Caroline L. Mockler, Esq.  
Staff Counsel, HCSD  
1:58 pm, 02/17/2026

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Skanska USA Building Inc.

Vendor FEIN: 22-3752540

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: 400 North Ashley Drive

City: Tampa State: FL ZIP: 33602

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:   
 AUTHORIZED SIGNATURE

Print Name and Title: Daniel Aboon-Jaoude, Vice President

Date: 3/17/2026

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Daniel Abou-Jaoude

Title: Vice President

Signature: 

Date:

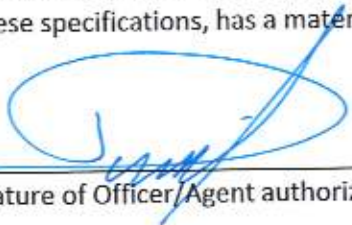
Approved as to Content & Form  
Caroline Mockler, Esq.  
Staff Counsel, HCSD  
8:49 am, 04/25/2025

### CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

#### SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

  
\_\_\_\_\_  
Signature of Officer/Agent authorized

Skanska  
\_\_\_\_\_  
Company Name

Daniel Abou-Jarude  
\_\_\_\_\_  
Print Name

400 N. Ashley Dr, Suite 400  
\_\_\_\_\_  
Business Address

Tampa, FL 33602  
\_\_\_\_\_  
City, State, Zip Code

#### SECTION II

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Approved as to form  
Nancy McClain Alfonso  
General Counsel, HCSB

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature of Officer/Agent authorized

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

EXHIBIT F  
CONSTRUCTION MANAGER  
STANDARD SPECIFICATIONS



HERNANDO COUNTY SCHOOL DISTRICT 8016 MOBLEY RD. BROOKSVILLE, FL 134601

Updated 02/03/2025

## SECTION 00 43 20 – CONSTRUCTION MANAGER'S SUBCONTRACT BID PROCEDURE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing the subcontractor bidding process.
  - 1. The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including:
    - a. Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package
    - b. Obtaining **prior written approval** from the Owner for any Work that the CM proposes to self-perform.
    - c. Soliciting competitive bids on all biddable scopes of Work.
    - d. Obtaining a minimum of three (3) bids for each bid package, unless specifically exempted in the CM Agreement.
    - e. Delaying the opening of bids for any bid package until three (3) or more bids are received, unless directed otherwise by the Owner **in writing**.
- B. Related Requirements:
  - 1. Section 00 43 30 "GMP Submittal" for procedures governing itemization and breakdown of scopes of work.

## 1.3 PROPOSED BIDDERS LIST

- A. Prior to soliciting bids, the Construction Manager shall submit a list of proposed bidders to the Owner and Architect/Engineer. **The list must be approved in writing, by the Owner and Architect/Engineer, prior to distribution of the Bid Documents to the proposed bidders.** Once approved, the list may be modified only with the written consent of the Owner and Architect/Engineer.

## 1.4 INSTRUCTIONS TO BIDDERS

- A. The Construction Manager's Instructions to Bidders shall specify the level of breakdown that the low bidder must provide prior to award of contract. At a minimum, the bid must be broken down into materials and labor, as well as into line items corresponding with the GMP Breakdown.

- B. The Construction Manager shall include in the Instructions to Bidders a complete listing of plans & specifications. Construction Manager shall distribute the complete set of plans, specifications and addenda to all subcontract bidders. **The subcontractor's bids shall include the listing of plans/specifications/addenda along with a signed statement acknowledging receipt of all listed documents. The bid shall also acknowledge receipt of all addenda and supplemental instructions at the time of the bid.**

#### 1.5 BID OPENING

- A. The Owner and Architect must be **invited (at least 48 hours in advance)** to attend each bid opening. Bid openings for all trades should be conducted at the same time and date unless extenuating circumstances exist and approved by the Architect and Owner.
- B. All sub-contractor bids must be submitted to the Construction Manager in a sealed envelope, unless specifically exempted in the CM Agreement. Bids from subcontractors who are not listed on the Proposed Bidder List must not be opened, unless authorized by the Owner. Electronic bid submission & opening is acceptable if prior written approval is given by the Owner and provisions are made for the Design Professional and Owner to observe the opening.
- C. All bidding subcontractors are to list their proposed sub-subcontractor(s) in their bid proposal.

#### 1.6 EVALUATION AND AWARD

- A. The Construction Manager is to evaluate the bids and then submit results for the Owner and Architect/Engineer to review. For each bid package, submit the following documents in a single *.pdf* file:
1. *Recommendation Letter* – Provide a cover letter which summarizes the scope of work and the recommended bid, including the subcontractor and total amount requested. This amount must match the amount shown on the GMP breakdown.
  2. *Bid Scoping Spreadsheet* – This shall be in the format shown in the attached Sample Bid Spreadsheet, no exceptions. The recommended bidder shall be listed first.
  3. *Subcontractor Bids* – Attach the recommended bid first, followed by all remaining bids.
    - a. Mark each page of each bid in the upper right hand corner to indicate the bidder's name.
    - b. Attach a written statement from invited bidders who declined to bid.
    - c. Any adjustments to the subcontractor bids made during the bid scoping process must be itemized on the Bid Scoping Spreadsheet and substantiated with a written statement from the bidder attached to their original bid.

d. In the event multiple bidders excluded scope from their bid, each bidder **must** be given an opportunity to quote the additional work. This opportunity must be given to the bidder in writing.

4. *Instructions to Bidders* – Include any addenda and informal instructions provided to prospective bidders. Attach any documents issued to prospective bidders which were NOT included with the drawings and specifications as issued by the Architect/Engineer. **Include signed statement from each bidder per Section 1.4 B**

- B. The Architect/Engineer will review the submitted documents for compliance with the requirements of the Drawings and Specifications and then issue to the Owner a written recommendation to either accept or reject the Construction Manager's recommendation for award. The Architect/Engineer review will be coordinated by the Construction Manager and submitted to the Owner by the Construction Manager.
- C. The Owner will then review the Architect's/Engineer's recommendation for final approval.

#### 1.7 ISSUANCE OF SUBCONTRACTS

- A. The Construction Manager shall issue subcontracts for the exact amount approved by the Owner, no exceptions. Any subsequent adjustments to subcontracts must be itemized for the Owner's review on the Schedule of Values and noted as an "After-Bid Adjustment" or "Sub-Change Order."
- B. Provide Owner with a copy of all executed subcontracts prior to the first pay application.

#### 1.8 CLOSEOUT

- A. Upon Final Completion, the Construction Manager shall submit to the Owner a tabulation of the final contract amounts for all awarded subcontracts, including subcontractor change orders and adjustments to allowances.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### ATTACHMENTS:

1. Sample Bid Scoping Spreadsheet

# SAMPLE BID SPREADSHEET

Bid Package: Gypsum Board	Bidder 1 [name]	Bidder 2 [name]	Bidder 3 [name]	Bidder 4 [name]
Furnish/Install Gypsum Board as specified	\$384,494 <sup>1</sup>	\$390,000 <sup>1</sup>	\$401,333 <sup>1</sup>	\$420,890 <sup>1</sup>
Cold formed metal framing	Yes	Yes	Yes	Yes
Building insulation	Yes	Yes	Yes	Yes
Furring and lathing	Yes	Yes	Yes	Yes
Portland cement plaster	Yes	Yes	Yes	Yes
Gypsum wallboard systems	Yes	Yes	Yes	Yes
Install frames	\$12,000 <sup>2</sup>	Yes	Yes	Yes
MR gypsum board	Yes	Yes	Yes	Yes
Gyp board column wrapping	Yes	Yes	Yes	Yes
Rated wall assemblies	Yes	Yes	Yes	Yes
Acoustical sealants	Yes	Yes	Yes	Yes
Level 4 finish	Yes	Yes	Yes	Yes
Install access panels	Yes	\$4,100 <sup>2</sup>	Yes	Yes
Operation/Maint manuals	Yes	Yes	Yes	Yes
Bonds	Yes	Yes	Yes	Yes
<b>Total to GMP</b>	<b>\$396,494<sup>3</sup></b>	\$394,100	\$401,333	\$420,890

<sup>1</sup> must match the base bid shown on the attached original bid proposal forms from each bidder  
<sup>2</sup> must be documented and attached  
<sup>3</sup> this amount to match the amount being requested on the attached approval letter  
<sup>4</sup> this amount to match amount shown on GMP breakdown or last approved cost estimate

## SECTION 00 43 30 –COST ESTIMATING, GMP SUBMITTAL AND SCHEDULE OF VALUES

## PART 4 - GENERAL

## 4.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 4.2 SUMMARY

- A. Section includes administrative and procedural requirements governing Cost Estimating, GMP Submittal and Schedule of Values
  - 1. To set Owner expectations and provide guidance for cost estimates, Guaranteed Maximum Price submissions and the project's Schedule of Values
- B. Related Requirements:
  - 1. Section 00 43 20 "Construction Manager's Subcontract Bid Procedure" for procedures governing Construction Manager's bidding.

## 4.3 COST ESTIMATING

**Schematic Design, Design Development, and 60% Construction Document Cost Estimates**

Cost estimates are to be submitted in the attached format. Extraordinary costs, such as offsite work, are to be included within the appropriate line item so that a total project cost is shown on the TOTAL line. Extraordinary costs are also to be itemized separately at the end of the form.

The CM is expected to take applicable codes, statutes, SREF and HCSD standards into account when estimating costs as part of Preconstruction Services, in addition to the information provided on the design documents.

Provide the level of detail that is appropriate at each design phase.

The CM is expected to work with the Design Professional and **simultaneously** present a budget at the time each phase of the design documents are delivered to the Owner for review. The CM shall have a representative present at all Design Owner-Architect-Contractor (OAC) meetings which will typically be held bi-weekly.

Pre-construction Services are further addressed in the AIA Contract. The CM shall also provide documentation of the expenses for Pre-Construction Services and shall only bill for the actual costs incurred. This amount shall not exceed the amount listed in the Contract without prior written approval by the Director of Facilities and Construction.

#### 4.4 GUARANTEED MAXIMUM PRICE (GMP)

The GMP is to be provided to the HCSD Project Manager and Design Professional in the format established in the CM Agreement and below. The CM is to submit one original signed copy and one signed digital copy for review by the HCSD Project Manager and Design Professional. After review and approval by both the HCSD Project Manager and Design Professional the CM will execute the AIA GMP Amendment, which shall be prepared by the Director of Facilities & Construction or his designee. The GMP document will be referenced in the GMP Amendment. The GMP Amendment will be placed on a Board agenda for approval. Upon Board approval of the GMP Amendment the Board Chair will execute the amendment. **The Owner may elect to conduct a pre-audit of the GMP using a third-party auditor. ALL RATES USED IN THE GMP MUST BE APPROVED BY THE OWNER AND OWNER'S AUDITOR AND ARE SUBJECT TO VERIFICATION OF ACTUAL COSTS. THIS INCLUDES LABOR BURDEN, ALL INSURANCE, BONDS, "SUB-GUARD"/DEFAULT INSURANCE, SOFTWARE & TECHNOLOGY COSTS, WORKMENS COMPENSATION, EQUIPMENT & TRAVEL COSTS, ETC. CONTRARY TO ANY OTHER STATEMENTS IN THE CONTRACT OR GMP DOCUMENTS THESE ITEMS ARE SUBJECT TO VERIFICATION OF ACTUAL COSTS.**

The CM will be given a copy of the HCSD Board meeting schedule (with agenda due dates) by the HCSD Project Manager. The CM shall submit the final GMP to the Owner in ample time, prior to the agenda due date, to allow review by the Design Professional, Auditor and HCSD personnel. This shall be two weeks at a minimum or longer if requested by the District.

The cost breakdown in the attached format is to be included with the GMP Amendment. Extraordinary costs, such as offsite work, are to be included within the appropriate line item so that the TOTAL line represents the total guaranteed maximum cost. Extraordinary costs are also to be itemized separately at the end of the form.

The format included herein is intended to capture the actual subcontract values. The CM is required to modify the attached format as needed to reflect the bid packages for the specific project. For example, if Plaster and Gypsum Board are bid as a single package, show these together in one section on the GMP cost breakdown.

Line items may be added and deleted as needed for the specific project scope. Delete line items that don't apply to the project instead of marking them "not applicable".

The format included herein represents the expected minimum level of detail for the GMP breakdown. Where a line item does apply to a specific project, they may not be combined with other lines. For example, do not enter "included in amount above" or similar language on any line item.

The CM is expected to gather this information with the bids.

GMP Amendment exhibits are invalid and will be rejected in cases where they are not consistent with the requirements of the construction documents or the conditions of the CM Agreement.

Exhibit 1: List of Drawings and Specifications: Provide a list of each drawing, specification section and addendum on which the GMP is based, including the date of each document. The Design Professional is specifically required to review and approve Exhibit 1.

Exhibit 2: Alternates: Prior to preparation of the GMP, acceptable alternates will be incorporated into the base scope of the project by addendum. Exhibit 2 is to list the final status of each alternate.

Exhibit 3: Allowances: Allowances are not to be included in the Guaranteed Maximum Price breakdown unless the cost of the work cannot be accurately estimated due to concealed conditions. Allowances are to include the cost for all work that can be reasonably anticipated. **Allowances must be specifically approved in writing by the Owner and Design Professional prior to submittal of the GMP.**

Exhibit 4: Schedule of Values: GMP cost breakdown. See additional information in this standard related to the required format.

Exhibit 5: List of Itemized General Conditions: CM's proposed staffing and general conditions cost is to be approved prior to submittal of the GMP. **Lump sum General Conditions will not be allowed without prior written approval of the Director of Facilities & Construction.** This includes fixed labor and insurance rates.

Exhibit 6: Completion Schedule: Provide a detailed critical path schedule ending on the contract completion date, as well as milestone events and phases scheduled to complete earlier.

### Pay Applications

HCSD will make payment in accordance with the AIA contract and Florida Statutes. Processing begins when the correct and complete pay application is received. The pay application is to be certified and sealed by the Design Professional. **Submit all original pay applications and invoices to the attention of Tiffany Parnell in the Facilities & Construction office copying the HCSD Project Manager.** Delivery to any other office will delay processing.

Facilities & Construction cannot correct minor math errors in order to expedite processing. Corrections must be made by the GC/CM and re-certified by the Design Professional if they deem necessary.

CM/GC Projects – unapproved or pending change orders and Owner Contingency Authorizations are not to be listed on the pay application. Pending changes are not to be recorded on the pay application until executed by the Owner and Design Professional.

CM/GC Projects - Expenditures from the Owner Contingency account are to be itemized and the amounts are to be cross referenced as shown on the attached sample. These expenditures must be approved in advance by the Owner & Design Professional, using the HCSD Owner's Contingency Authorization form.

CM Projects - The Schedule of Values is to be formatted in accordance with the attached Sample.

CM Projects - Submit 1 digital copy to HCSD, with complete back-up documentation in the form of receipts, invoices, subcontractor pay applications, etc., for **every** expenditure with the exception of fee and general conditions. Ensure that the Design Professional has a complete copy (either paper or electronic) in case questions arise during processing.

CM Projects - General Conditions shall be invoiced based on percent complete of the project.

CM Projects - Back up documentation is to be attached in the same order as listed on the Schedule of Values and clearly marked with the line item to which it pertains.

CM Projects - Invoices for reimbursable expenses are to be itemized and sub-totaled for each category on a summary sheet and included in the back-up.

CM Projects – Subcontractor change orders for Owner direct-purchased materials are to be recorded on the Schedule of Values on the pay application or an attached spreadsheet following issuance of the purchase order.

CM Projects - Sub-change orders for direct purchased materials are to be invoiced (credited) in the "this period" column at the same percentage as the percent complete of the overall subcontract to avoid the possibility of overpaying on the lines that include both materials and labor. See attached sample.

CM Projects - Expenditures from the CM Contingency are to be itemized and cross-referenced to the affected subcontract(s).

CM Projects – ALL expenditures are subject to audit. General Conditions expenditures will be reviewed at the completion of the project by District staff or District provided third party auditor or CPA and are subject to verification of actual costs. Owner reserves the right to conduct a pre-audit of the GMP by a third party auditor prior to Board approval. Hourly rates approved for pre-construction services do not apply to construction phase services unless approved in the District's pre-audit of the GMP.

**ATTACHMENTS:**

- Cost Estimate / GMP Breakdown format
- Schedule of Values sample format

[Phase \_\_\_\_ COST ESTIMATE] [GMP BREAKDOWN]

School Name

Date

[note: see instructions on page 1]

<b>General:</b>	
General Conditions Allowance	
CM Fee [enter amount shown in CM Agreement]	
CM Payment and Performance Bond cost	
CM Contingency	
Owner Contingency	
Reimbursable expenses listed as follows:	
Document Reproduction	
Safety Equipment	
Waste Disposal (dumpsters)	
Temporary sanitation	
Other (list):	
Subtotal Reimbursable Items:	
Total General Items	
<b>Sitework:</b>	
Mobilization, Engineering, Submittals	
Construction water and sanitary	
Site Clearing	
Earthwork	
Asphalt Pavement incl striping	

Traffic Signage	
Potable Water Distribution	
Natural Gas (site)	
Sanitary	
Stormwater	
Fire Suppression (site)	
Erosion Control	
Other: (list)	
Total Sitework Subcontract:	[enter amount to be awarded]
<b>Surveying</b>	
Surveying (breakdown as needed)	
Total Surveying Subcontract:	[enter amount to be awarded]
<b>Material Testing</b>	
[enter lists of required tests]	
Total Material Testing Subcontract:	[enter amount to be awarded]
<b>Landscaping and Irrigation</b>	
Plant Materials	
Sod	
Irrigation	
Irrigation well	
Mulch	
Total Landscaping Subcontract:	[enter amount to be awarded]

<b>Termite Treatment</b>	
Termite Treatment (breakdown as needed)	
Total Termite Treatment Subcontract:	[enter amount to be awarded]
<b>Fencing</b>	
Temporary Fencing	
Temporary Gates	
Permanent Chain Link Fencing:	
[enter breakdown of fence types]	
PE Backstops	
Decorative Fencing and gate hardware (list separately if bid separately)	
Total Fencing Subcontract:	[enter amount to be awarded]
<b>Concrete:</b>	
Mobilization, Engineering, Submittals	
Foundations	
Tie Beams	
Columns	
Stairs and ramps	
Slabs on grade	
Playcourts	
Covered Walkway Foundations and Sidewalk	

Misc Site Concrete (other sidewalks, bike storage, equipment pads)	
Other (list)	
Total Concrete Subcontract:	[enter amount to be awarded]
<b>Hollowcore</b>	
Mobilization, Engineering, Submittals	
Hollowcore	
Total Hollowcore Subcontract:	[enter amount to be awarded]
<b>Tilt Wall</b>	
Mobilization, Engineering, Submittals	
Tilt Wall (provide breakdown as needed)	
Total Tilt Wall Subcontract:	[enter amount to be awarded]
<b>Unit Masonry</b>	
Mobilization, Engineering, Submittals	
CMU	
Waterproofing	
Insulation	
Veneer Masonry	
Total Masonry Subcontract:	[enter amount to be awarded]
<b>Structural Steel</b>	
Mobilization, Engineering, Submittals	
Anchor bolts and embeds	
Fabrication	
Erection	
Misc steel (ladders, etc., list)	
Other (list):	
Total Structural Steel Subcontract:	[enter amount to be awarded]
<b>Railings, Decorative Metals</b>	
Mobilization, Engineering, Submittals	
Railings	
Sun control devices	
Other (list):	
Total Metals Subcontract:	[enter amount to be awarded]
<b>Roofing:</b>	
Mobilization, Engineering, Submittals	
Lightweight Concrete	
Insulation	
Roofing	
Sheet Metal	
Total Roofing Subcontract:	[enter amount to be awarded]
<b>Thermal and Moisture Protection:</b>	
Insulation	
Sealants (breakdown as needed)	
Elevator Pit waterproofing	

Fluid Applied Air / Water Barrier	
Other (list):	
Total Thermal and Moisture Protection Subcontract:	[enter amount to be awarded]
<b>Doors, Frames, Hardware (material):</b>	
HM Doors	
Wood Doors	
Frames	
Finish Hardware	
Total Doors, Frames, Hardware Material Subcontract:	[enter amount to be awarded]
<b>Coiling Doors (material)</b>	
Coiling Doors and Hardware	
Total Coiling Doors Subcontract:	[enter amount to be awarded]
<b>Doors, Frames, Hardware (installation):</b>	
HM Doors	
Wood Doors	
Coiling Doors	
Finish Hardware	
Total Doors, Frames, Hardware Material Subcontract:	[enter amount to be awarded]
<b>Windows and Storefront:</b>	
Submittals	
Windows	
Misc Glass	
Other (list):	
Total Windows and Storefront Subcontract:	[enter amount to be awarded]

<b>Framing and Gypsum Board</b>	
Mobilization, Engineering, Submittals	
Exterior Framing and Sheathing	
Interior Framing, Gypsum Board	
Other (list):	
Total Framing and Gypsum Board Subcontract:	[enter amount to be awarded]
<b>Plaster and Stucco</b>	
Mobilization, Engineering, Submittals	
Lath	
Plaster and Stucco	
Scaffolding	
Other (list):	
Total Plaster and Stucco Subcontract:	[enter amount to be awarded]
<b>Acoustical Ceilings</b>	
Grid	
Panels	
Other (list):	
Total Acoustical Ceilings Subcontract:	[enter amount to be awarded]

<b>Flooring - Resilient</b>	
Floor Prep	
Carpet	
Vinyl Tile	
Waxing	
Stair accessories	
Vinyl Base	
Protection of finished floor	
Other (list):	
Total Resilient Flooring Subcontract:	[enter amount to be awarded]
<b>Final Clean</b>	
Final Cleaning	
Floor Waxing	
Other (list):	
Total Final Cleaning Subcontract:	[enter amount to be awarded]
<b>Tile</b>	
Surface Prep	
Ceramic Floor Tile	
Ceramic Wall Tile	
Quarry Tile	
Window Sills, floor transitions and Accessories	
Protection of finished floor	
Other (list):	
Total Tile Subcontract:	[enter amount to be awarded]

<b>Painting</b>	
Interior Walls	
Interior Ceilings	
Interior floor sealer and coatings	
Interior Exposed Structure	
Exterior Walls and Columns	
Exterior Soffits	
Traffic Toppings	
Door Frames	
Playcourt Striping	
Other (list):	
Total Painting Subcontract:	[enter amount to be awarded]
<b>Miscellaneous Specialties (group by subcontract):</b>	
Markerboards and Tackboards	
Exterior Louvers	
Lockers	
Fire Extinguishers and Cabinets	
Toilet Partitions and toilet accessories	
Misc (flagpole, bike racks, etc., list)	
Clocks	
PE and Athletic equip (list, ie basketball goals, scoreboards, etc)	
Other (list)	
Total Miscellaneous Specialties Subcontract:	[enter amount to be awarded]
<b>Signage:</b>	
Signage	
Total Signage Subcontract:	[enter amount to be awarded]
<b>Residential Appliances:</b>	
Residential Appliances	
Total Residential Appliance Subcontract:	[enter amount to be awarded]
<b>Kitchen Equipment:</b>	
Kitchen Equipment	
Cooler / Freezer	
Exhaust Hood	
Fire Suppression System	
Metal Fabrications	
Total Kitchen Equipment Subcontract:	[enter amount to be awarded]
<b>Library Shelving:</b>	
Library Shelving	
Total Library Shelving Subcontract:	[enter amount to be awarded]
<b>Stage Curtains:</b>	
Stage Curtains	
Total Stage Curtains Subcontract:	[enter amount to be awarded]

<b>Pre-Engineered Walkway Canopy:</b>	
Engineering, Submittals, Mobilization	
Walkway Canopy	
Total Walkway Canopy Subcontract:	[enter amount to be awarded]
<b>Casework:</b>	
Casework	
Total Casework Subcontract:	[enter amount to be awarded]
<b>Lab Equipment:</b>	
Service Islands	
Student Tables	
Fume Hood	
Emergency Shower/eyewash	
Other (list):	
Total Lab Equipment Subcontract:	[enter amount to be awarded]
<b>Window Treatment</b>	
Vertical Blinds	
Total Window Treatment Subcontract:	[enter amount to be awarded]
<b>Motorized Projection Screens:</b>	
Projection Screens	
Total Projection Screens Subcontract:	[enter amount to be awarded]
<b>Elevator</b>	
Elevator	
Elevator Finishes	
12 Month Preventative Maintenance	
Total Elevator Subcontract:	[enter amount to be awarded]
<b>Mechanical</b>	
Engineering, Submittals, Mobilization	
HVAC Equipment	
Ductwork	
Underground Chilled Water Piping	
Above Ground Chilled Water Piping	
Controls	
Other (list)	
Total Mechanical Subcontract:	[enter amount to be awarded]
<b>Test and Balance</b>	
Test and Balance	
Total Test and Balance Subcontract:	[enter amount to be awarded]
<b>Plumbing</b>	
Natural Gas (within building)	
Fixtures	
Water	
Sanitary	

Storm	
Grease	
Condensate	
Insulation	
Total Plumbing Subcontract:	[enter amount to be awarded]
<b>Fire Protection</b>	
Engineering, Submittals, Mobilization	
Fire Protection	
Total Fire Protection Subcontract:	[enter amount to be awarded]
<b>Electrical</b>	
Temporary Construction Power and Lighting	
Power	
Lighting	
Site Lighting	
Other (specify)	
Stage sound and lighting system	
Total Electrical Subcontract:	[enter amount to be awarded]
<b>Low Voltage Systems</b>	
Security	
Voice/Data	
Fire Alarm	
Intercom	
AV System	
Total Low Voltage Systems Subcontract:	[enter amount to be awarded]
<b>Total GMP:</b>	

**Extraordinary Costs included above**


AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT										Page 1 of 7	Pay App #
A	B	C	D	E	F	G	H	I			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE		
			PREVIOUS APPLICATION	THIS PERIOD							
1	GENERAL CONDITIONS	154,222.00									
2	CM FEE	57,000									
3	REIMBURSABLE ITEMS										
	1) Payment and Performance Bond	16,800.00									
	2) Dumpsters	1,500.00									
	Transfer from line 2.5	200.00									
	3) Portable toilets	\$3,000.00									
	4) Job site office	\$10,000.00									
	5) Printing	10,000.00									
	Transfer to line 2.2	-200.00									
4	SITEWORK: \$31,000 [SUBCONTRACTOR NAME]										
	1) Site Clearing	7,000.00									
	2) Earthwork	10,000.00									
	3) Potable water	1,000.00									
	4) Sanitary System	13,000.00									
	Sub CO#1 - OCA 01 - additional clearing	4,000.00									
	Sub CO#2 - Owner Direct Purchase credit	-5,000.00									
	Sub CO#3 - re-grade damaged areas - xfer from line 5	700.00									
	Revised contract value:	\$30,700									

Typical: amounts must match GMP

Typical: list the reimbursable amounts in the same order, same description, and same starting value as listed in the GMP, and itemize adjustments as shown

Typical: starting value to match the amount approved on the Planning and Construction database

Typical: total must match the amount in column B

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT										Page 2 of 7	Pay App #
A	B	C	D		E	F	G	H		I	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE		
			PREVIOUS APPLICATION	THIS PERIOD							
<b>5</b>	<b>LANDSCAPE \$7,000.00 [SUBCONTRACTOR NAME]</b>										
	1) Plant Materials	6,000.00									
	2) Irrigation	1,000.00									
	Sub CO#1 – Owner Direct Purchase Credit	-200.00									
	Sub CO#2 – backcharge for regrading – xfer to line 4	-700.00									
	Revised contract value:	<b>\$6,100.00</b>									
<b>6</b>	<b>CONCRETE: \$95,000.00 [SUBCONTRACTOR NAME]</b>										
	1) Foundation	20,000.00	15,000.00	5,000.00		15,000.00	100%	0.00	1,500.00		
	2) Reinforcing Steel	14,000.00	14,000.00			14,000.00	100%	0.00	1,400.00		
	3) Cast-in-place concrete	21,000.00	10,000.00			10,000.00	48%	11,000.00	1,000.00		
	4) Form Work	21,000.00	21,000.00			21,000.00	100%	0.00	2,100.00		
	5) Playcourt expansion	15,000.00		10,000.00		10,000.00	67%	5,000.00	1,000.00		
	6) Sidewalks	4,000.00					0%	4,000.00			
	Sub CO#1 - Owner Direct Purchase credit	-30,000.00				(20,700.00)	69%	(9,300.00)	(2,070.00)		
	Sub CO#2 – replace broken sidewalk – xfer from CM cont	800.00					0%	800.00			
	Revised contract value:	<b>\$64,200.00</b>									
<b>7</b>	<b>MASONRY: \$188,000.00 [SUBCONTRACTOR NAME]</b>										
	1) CMU inc. insulation	28,000.00									
	2) CMU reinforcing steel	10,000.00									
	3) Brick masonry	150,000.00									
	Sub CO#1 – Owner Direct Purchase credit	-50,000.00									
	Revised contract value:	<b>138,000.00</b>									

← Typical: backcharge subcontractors where appropriate

Typical: percent complete for direct purchase credit must equal or exceed the percent complete of the work, where material and labor costs are combined in the line items of the breakdown

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 3 of 7	Pay App #
A	B	C	D	E	F	G	H	I	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
<b>8</b>	<b>STEEL \$121,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Elevated Floor & Roof Framing	10,000.00							
	2) Steel Joists	12,000.00							
	3) Steel Columns	33,000.00							
	4) Steel Beams	66,000.00							
	Sub CO#1 – Owner Direct Purchase credit	-50,000.00							
	Revised contract value:	<b>71,000.00</b>							
<b>9</b>	<b>CARPENTRY: \$12,000 [SUBCONTRACTOR NAME]</b>								
	Rough Carpentry, misc	12,000.00							
	Sub CO#1 – additional blocking – xfer from buyout	300.00							
	Revised contract value:	<b>12,300.00</b>							
<b>10</b>	<b>ROOFING \$46,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Insulation	10,000.00							
	2) Built Up Roofing	34,000.00							
	3) Preformed Metal Roofing	2,000.00							
	Sub CO#1 – OCA 02 – repair existing roof drains	1,000.00							
	Sub CO#2 – Owner Direct Purchase credit	-10,300.00							
	Revised contract value	<b>36,700.00</b>							
<b>11</b>	<b>DOORS, FRAMES &amp; HRDWE \$19,600 [SUBCONTRACTOR NAME]</b>								
	1) Hollow Metal Frames	5,000.00							
	2) Wood Doors	2,000.00							

← Typical: itemize all adjustments and note funding source

	3) Finish Hardware	10,000.00								
	4) Door Installation	2,600.00								
	Sub CO#1 – Owner Direct Purchase credit	-10,000.00								
	Revised contract value:	9,600.00								
Page 4 of 7										Pay App #
AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT										
A	B	C	D	E	F	G	H	I		
			WORK COMPLETED							
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	
12	FLOORING \$15,000.00 [SUBCONTRACTOR NAME]									
	1) Hard Tile	4,000.00								
	2) VCT	11,000.00								
	Revised contract value:	15,000.00								
13	GYP BOARD & FRAMING – 140,000.00 [SUBCONTRACTOR NAME]									
	1) Gyp Board Systems	100,000.00								
	2) Metal Framing & Gyp boards	40,000.00								
	Sub CO#1 - Owner Direct Purchase credit	-40,000.00								
	Revised contract value:	100,000.00								
14	ACOUSTICAL CEILINGS \$7,800.00 [SUBCONTRACTOR NAME]									
	1) Acoustical Ceilings	7,800.00								
	Revised contract value:	7,800.00								
15	PLASTER & STUCCO \$104,000.00 [SUBCONTRACTOR NAME]									
	1) Stucco	100,000.00								
	2) Plaster Ceilings	4,000.00								
	Sub CO#1 – Owner Direct Purchase credit	-3,000.00								
	Revised contract value:	101,000.00								

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16	<b>PAINTING \$31,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Exterior Painting	14,000.00							
	2) Interior Painting	17,000.00							
	Sub CO#1 - caulk exterior expansion joints – xfer from buyout	1,000.00							
	Revised contract value:	<b>32,000.00</b>							

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 5 of 7	Pay App #
A	B	C	D	E	F	G	H	I	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
17	<b>CABINETRY \$35,000.00 [SUBCONTRACTOR NAME]</b>								
	) Cabinets	35,000.00							
	Sub CO#1 – repair damage – xfer from line #21	900.00							
	Revised contract value:	<b>35,900.00</b>							
18	<b>MARKERBOARDS \$6,800.00 [SUBCONTRACTOR NAME]</b>								
	) Marker boards	6,800.00							
	Sub CO#1 – Owner Direct Purchase credit	-1,000.00							
	Revised contract value:	<b>5,800.00</b>							
19	<b>SPECIALTIES: \$5,000.00 [SUBCONTRACTOR NAME]</b>								
	1) All Specialties	4,700.00							
	Sub CO#1 – overtime work – xfer from CM contingency	200.00							
	Revised contract value:	<b>4,900.00</b>							
20	<b>SPRAYED FIRE RESISTIVE \$14,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Sprayed fire procfng	14,000.00							
	Sub CO#1 - patch beams – xfer from CM contingency	2,000.00							
	Revised contract value:	<b>16,000.00</b>							

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 6 of 7	Pay App #
A	B	C	D	E	F	G	H	I	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
<b>21</b>	<b>HVAC: \$98,000.00 [SUBCONTRACTOR NAME]</b>								
	1) HVAC equipment	53,000.00							
	2) Ductwork	31,000.00							
	3) Piping	1,000.00							
	4) Controls	13,000.00							
	Sub CO#1 - Owner Direct Purchase credit	-7,000.00							
	Sub CO#2 - repair damage to cabinetry – xfer to line #17	-900.00							
	Revised contract value:	<b>90,100.00</b>							
<b>22</b>	<b>ELECTRICAL: \$99,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Power	40,000.00							
	2) Lighting	30,000.00							
	3) Security	4,000.00							
	4) Data/telephones	6,000.00							
	5) Fire alarm	6,000.00							
	6) Intercommunications	13,000.00							
	Sub CO#1 - repair fixtures at kitchen – xfer from CM cont	1,800.00							
	Sub CO#2 – Owner Direct Purchase credit	-10,000.00							
	Revised contract value:	<b>90,800.00</b>							
<b>23</b>	<b>PLUMBING \$34,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Plumbing	34,000.00							
	Revised contract value:	<b>34,000.00</b>							

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 7 of 7	Pay App #
A	B	C	D	E	F	G	H	I	
WORK COMPLETED									
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
24	<b>Owner Contingency \$70,000.00</b>								
	OCA #1 – additional site clearing – to line 4	-4,000.00	} List only OCAs that have been executed by the Owner, and indicate cross reference to the subcontract where the funds were transferred						
	OCA #2 – repair roof drains – to line 10	-1,000.00							
	<b>Current Contingency Balance:</b>	<b>65,000.00</b>							
25	<b>C.M. Contingency \$70,000.00</b>								
	Transfer to Line 6 – repair broken sidewalk	-800.00							
	Transfer to Line 19 - overtime expense	-200.00							
	Transfer to Line 20 – patch beams	-2,000.00							
	Transfer to Line 22 – repair fixtures	-1,800.00							
	<b>C.M. Contingency Balance:</b>	<b>\$65,200.00</b>							
26	<b>GMP dollars remaining (buyout balance)</b>	<b>21,939.00</b>							
27	Change Order #1 – Owner Direct Purchase Initial Credit	-300,000.00							
	Amounts recorded above as subcontractor change orders	203,500.00							
28	<b>TOTAL</b>	<b>000.00</b>							

This amount represents uncommitted funds. It is the sum of all amounts that are not included in Owner-Approved subcontracts, reimbursable lines, Owner and CM contingencies, CM fee, general conditions, bonds, and approved allowances. Transfers out of the buyout are not to be itemized. Balance diminishes as subcontracts are awarded.

Reconcile direct purchase adjustments shown under individual subcontracts here, to avoid duplication in the total below

This amount is to match the current contract value shown on the certification page

END OF SECTION 00 43 30

Complete Section A or B; and C

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
(For Donations, use Section B)

<b>A. Item Currently Budgeted -</b>							
<b>Food Service Remodeling</b>							
Account Name							
Account Number	<u>4110E</u>	<u>7600</u>	<u>6800</u>	<u>9002</u>	<u>00000</u>	<u>00000</u>	
	Fund	Function	Object	Cost Center	Project	Sub Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
						Present Request	=
						Remaining Balance Available	
\$ 500,000.00						\$ 15,000.00	\$ 485,000.00
Account Name							
Account Number	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	
	Fund	Function	Object	Cost Center	Project	Sub Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
						Present Request	=
						Remaining Balance Available	
\$						\$	\$

<b>B. Item Currently Not Budgeted -**</b>							
Funding Source							
Account Name							
Account Number	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$ <u>                                </u>						
Funding Source							
Account Name							
Account Number	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$ <u>                                </u>						

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="checkbox"/>
New for Current Year:	<input checked="" type="checkbox"/>
Prior Year Approved Budget:	\$ <u>                                </u>
Prior Year Actual Spent:	\$ <u>                                </u>

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 15. 26-3670**

4/14/2026

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**Title and Board Action Requested**

Approve the renewal of the Piggyback of OMNIA Partners, Contract No. 23-6692-04: Technology Product Solutions and Related Services, awarded to Iron Bow Technologies and authorize the purchase of goods and/or services for an estimated annual spending of \$150,000.00.

**Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the Piggyback of Omnia Partners Contract No. 23-6692-04: Technology Product Solutions and Related Services, awarded to Iron Bow Technologies and authorize the purchase of goods and/or services for an estimated annual spending of \$150,000.00 as funding becomes available.

Hernando County School District Bid #26-257-14 PB RN has been assigned for internal tracking purposes.

**My Contact**

Angel Pagan  
Director of Safe Schools  
Pagan\_a3@hcsb.k12.fl.us  
(352) 797-7233 Ext 495

**2023-28 Strategic Focus Area**

Priority 3: Safe and Healthy Learning Environment

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 26-257-14 PB RN**

**Bid Title: Technology Product Solutions  
and Related Services**

*Recommend approval of this agenda item under the specific category below:*

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Lowest Bid(s)        | <input type="checkbox"/> Request for Proposal(s)           | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award        | <input checked="" type="checkbox"/> Renewal of Contract    | <input type="checkbox"/> Sole/Single Source               | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract            | <input type="checkbox"/> Extension of Contract            | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction     | <input checked="" type="checkbox"/> Piggyback: Cooperative | <input type="checkbox"/> Responsive/Responsible Bidders   |   |

**Bid Contract Period:**

**05/01/2026 through 04/30/2027**

N/A – One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining  
1

Length of  
Each Term (month)

Length of  
Each Term (year)  
1

None

**Rationale/Reason:** Renewal of the Piggyback of OMNIA Partners, Contract No. 23-6692-04: Technology Product Solutions and Related Services, awarded to Iron Bow Technologies. HCSB Bid No. 26-257-14 PB has been assigned for internal tracking purposes.

**Bidders Electronically  
Downloaded From  
Bidnet Direct Website:**

**Bids Received:**

**No Bids:**

**Late Bids:**

**Rejected Bids:**

**N/A – Bids Not  
Required: Piggyback**

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Angel Pagan  
Director of Safe Schools

**Department(s):** Office of Safe Schools

Recommended award: (See attached)

**T/C CODE: 2614**

**Awarded Vendor:**

**Iron Bow Technologies, LLC**

Ann Nguyen

[Ann.nguyen@ironbow.com](mailto:Ann.nguyen@ironbow.com)

Seth Price

[Seth.price@ironbow.com](mailto:Seth.price@ironbow.com)

**A. Item Currently Budgeted -**

Account Name	CountyWide Safety Repairs & Maintenance					
Account Number	1100	8100	3500	9551	M2050	
	Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$ 57,000.00	\$ 0.00	\$ 0.00	\$ 57,000.00	\$ 0.00	\$ 57,000.00	

Account Name	_____					
Account Number	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

**B. Item Currently Not Budgeted -\*\***

Funding Source	Contingent upon Hardening Grant or Millage fundings					
Account Name	General contracting will be charged to various schools and departments using approved budgets					
Account Number	11xx/3xxx		6800			
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ up to 150,000.00					

Funding Source	_____					
Account Name	_____					
Account Number	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ _____					

**C. History**

Check one:  
 Prior Year Budget:   
 New for Current Year:

Prior Year Approved Budget: \$ \_\_\_\_\_  
 Prior Year Actual Spent: \$ 0.00

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 16. 26-3671**

4/14/2026

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**Title and Board Action Requested**

Approve the renewal of the Piggyback of OMNIA Partners/National Cooperative Purchasing Alliance (NCPA), Region 14 Education Service Center, RFP #46-22, Contract #14-22: Threat and Weapons Detection Software and Equipment awarded to Zeroeyes and authorize purchases for an estimated annual amount of \$250,000.00.

**Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the Piggyback of OMNIA Partners/National Cooperative Purchasing Alliance (NCPA), Region 14 Education Service Center, RFP #46-22, and Contract #14-22: Threat and Weapons Detection Software and Equipment awarded to Zeroeyes and authorize the purchase of services for an estimated annual amount of \$250,000.00 using Millage Funds.

HCSB Bid No. 24-838-33 PB has been assigned for internal tracking purposes.

**My Contact**

Angel Pagan  
Director of Safe Schools  
352-797-7233  
Pagan\_a3@hcsb.k12.fl.us

**2023-28 Strategic Focus Area**

Priority 5: Safe and Healthy Learning Environment

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 24-838-33 PB RN**

**Bid Title: Threat and Weapons Detection  
Software and Equipment**

*Recommend approval of this agenda item under the specific category below:*

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s)        | <input type="checkbox"/> Request for Proposal(s)          | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award        | <input checked="" type="checkbox"/> Renewal of Contract   | <input type="checkbox"/> Sole/Single Source               | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract           | <input type="checkbox"/> Extension of Contract            | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction     | <input checked="" type="checkbox"/> Piggyback Cooperative | <input type="checkbox"/> Responsive/Responsible Bidders   |   |

**Bid Contract Period:**

**04/14/2026 through 11/30/2026**

N/A – One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining  
1

Length of  
Each Term (month)

Length of  
Each Term (year)  
1

None

**Rationale/Reason:** Renewal of the Piggyback of OMNIA Partners/National Cooperative Purchasing Alliance (NCPA), Region 14 Education Service Center, RFP #46-22, Contract #14-22: Threat and Weapons Detection Software and Equipment. HCSB Bid No. 2483833 PB has been assigned for internal tracking purposes.

**Bidders Electronically  
Downloaded From**

**Bidnet Direct Website:** n/a

**Bids Received:**

**No Bids:**

**Late Bids:**

**Rejected Bids:**

**N/A – Bids Not  
Required: Piggyback**

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Angel Pagan  
Director of Safe Schools

**Department(s):** Office of Safe Schools

Recommended award: ZeroEyes, Inc.

**T/C CODE: 2433**

**ZeroEyes, Inc.**

James Wilkins

[jt@zeroeyes.com](mailto:jt@zeroeyes.com)

Customized program(s) based on the size and needs of the specific District(s).

Pricing is based on the competitively bid and awarded contract through OMNIA Partners Cooperative & the National Cooperative Purchasing Alliance (NCPA).

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
(For Donations, use Section B)

A. Item Currently Budgeted -										
Account Name	Voted Millage Safety - Safe Schools									
Account Number	1120	7900	3190	9551	00106					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 250,000.00		\$ 0.00		\$ 0.00		\$ 250,000.00		\$ 250,000.00		\$ 0.00

Account Name	_____									
Account Number	_____	_____	_____	_____	_____	_____	_____			
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

B. Item Currently Not Budgeted -**							
Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount \$	_____						

Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount \$	_____						

C. History	
Check one:	
Prior Year Budget:	<input checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ 250,000.00 _____
Prior Year Actual Spent:	\$ 248,085.00 _____

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 17. 26-3676**

4/14/2026

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**Title and Board Action Requested**

Approve the award of Bid No. 26-485-33, Janitorial/Custodial Products (Warehouse Delivery), to multiple vendors, and authorized the purchase of custodial products for an estimated annual spending of \$300,000.00

**Executive Summary**

The Executive Director of Support Operations, on behalf of the Superintendent of Schools, hereby requests the Board award Bid No. 26-485-33: Janitorial/Custodial Products (Warehouse Delivery), to multiple vendors, according to the attached tabulation sheet and authorized the purchase of custodial products for an estimated annual spending of \$300,000.00.

Orders are placed through the Warehouse Department and charged to schools and sites approved annual budgets.

**My Contact**

Steve Crognale  
Executive Director of Support Operations  
(352) 797-7063

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 26-485-33**

**Bid Title: Janitorial/Custodial  
Products(Warehouse Delivery)**

*Recommend approval of this agenda item under the specific category below:*

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Lowest Bid(s)        | <input type="checkbox"/> Request for Proposal(s) | <input checked="" type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award        | <input type="checkbox"/> Renewal of Contract     | <input type="checkbox"/> Sole/Single Source                          | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract  | <input type="checkbox"/> Extension of Contract                       | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction     | <input type="checkbox"/> Piggyback               | <input type="checkbox"/> Responsive/Responsible Bidders              |   |

**Bid Contract Period:** 04/14/2026 through 04/13/2028

N/A – One Time Purchase

**Contract Type:**

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Estimated<br>Dollar Amount | <input type="checkbox"/> Firm, Fixed<br>Dollar Amount | <input type="checkbox"/> Firm, Fixed<br>Unit Prices | <input checked="" type="checkbox"/> Firm, Fixed Unit Prices,<br>Hourly Rates, Fees and/or<br>Percentages |
|---|---|---|--|

**Renewal Options:**

- |                                       |  |   |                               |
|---------------------------------------|--|---|-------------------------------|
| No. of Terms<br><u>Remaining</u><br>3 | <input type="checkbox"/> Length of<br><u>Each Term (month)</u> | <input checked="" type="checkbox"/> Length of<br><u>Each Term (year)</u><br>1 | <input type="checkbox"/> None |
|---------------------------------------|--|---|-------------------------------|

**Rationale/Reason:** The contract award is by item to the lowest responsive, responsible bidder. Pricing is all inclusive.

<b>Bidders Electronically Downloaded From Bidnet Direct Website:</b> 93	<b>Bids Received:</b> 19	<b>No Bids:</b> 0	<b>Late Bids:</b> 0	<b>Rejected Bids:</b> 0	<input type="checkbox"/> N/A – Bids Not Required:
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**Submitted By:** Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:** HCSB - Warehousing

Recommended award: (See attached)

**T/C CODE: 2633**

**11400, LLC**

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
3	020009	<b>Broom Push 24"</b> . Combo w/Handle and Metal Bracket. For Polished/Waxed Floors Gray Flagged Satin, tip floor Brush .	Each	Lavex 697inout24fl	\$8.92
6	020019	<b>Mop Head, Microfiber Heavy Duty</b> , White Color Band Options Available for Easy Identification. 16 oz.	Each	Lavex 274mfdspm175	\$4.92
13	020005	<b>Dust Mop Refill</b> , 24", Microfiber.	Each	Advantage Supplies 2715x24CTN	\$4.24
19	020008	<b>Duster, Cobweb w/Handle</b> , Split Tip PVC Bristles. Handle Must Extend 50"-120".	Each	LAVEX 697lavcobweb	\$5.94
35	020167	<b>Towel</b> , Utility Cotton, 17-1/2" x 20" Ribbed Terry Cloth Bar Mop. 12 Per Package	Pack	Choice 167700brt32	\$5.94
50	020114	<b>Can, Garbage</b> . Plastic, 20 Gallon, w/o Lid. Color and Size Must Fit and Match Item 51. Recycled Material Construction Preferred.	Each	Lavex 475tcrnd20gy	\$16.99
51	020317	<b>Lid Only, Garbage Can</b> , Plastic, 20 Gallon. Color and Size Must Fit and Match Item 50.	Each	Lavex 475tclld20gy	\$6.37

**Brady Industries of Florida, LLC dba BradyPLUS**

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
25	020014	<b>Pads, Stripping</b> , 20" x 1/2", Heavy Duty Reusable and Washable. 5 Per Case.	Case (5 / CS)	3M 262034	\$17.79
41	020073	<b>Gloves, Disposable, Small</b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil.	Case (10bx / CS)	Kleenline 790564	\$19.30
42	020072	<b>Gloves, Disposable, Medium</b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil.	Case (10bx / CS)	Kleenline 790563	\$19.30
43	020341	<b>Gloves, Disposable, Large</b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil.	Case (10bx / CS)	Kleenline 790562	\$19.30
44	020002	<b>Gloves, Disposable, X-Large</b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil.	Case (10bx / CS)	Kleenline 790565	\$19.30

Cypress Supply, Inc.

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
9	020089	<b>Frame, For Finish Mop</b> , 18" L x 5" W, Metal.	Each	ABCO BH-24518WF	\$1.97
12	020208	<b>Mop Bucket and Wringer</b> , 35qt., Yellow Polypropylene, Side Press Hand Operated Wringer, 32 oz. Mop Capacity, Rectangular Shape, Non-marking 3" Casters,	Each	ABCO T011009SPW	\$44.49
15	020274	<b>Dust Mop, Frame</b> , 24" x 5" - Solid Construction.	Each	ABCO BH24254	\$2.29
16	020275	<b>Dust Mop, Frame</b> , 36" x 5" - Solid Construction.	Each	ABCO BH24236	\$3.74
17	020277	<b>Dust Mop, Handle</b> , 360 Degree Swivel Head. Must Fit Items 15 and 16. Clamp/Snap on Design Only.	Each	ABCO 01406-NB	\$5.52
18	020342	<b>Dustpan, Lobby</b> , Pivoting Bucket Locks Open For Hands Free Disposal. 30" Minimum Handle.	Each	ABCO DP00204EH	\$6.02
27	020329	<b>Scraper</b> , 48" Overall Length Minimum. Must Fit Item 28. Stainless Steel, With Handle.	Each	ABCO CT08010	\$5.46
28	020330	<b>Blade Replacement for Scraper</b> , 4" Wide Blade. Must Fit Item 27. 10 Blades Per Package. Blades must be securely packaged in rigid plastic (or similar) container.	Pack (10 / pack)	ABCO CT08010R	\$4.55
29	020071	<b>Sprayer, Commercial</b> , 2-Gallon Pump Up Capacity, Heavy Duty Poly Tank, Industrial Grade, Chemically Resistant Poly Flow Control, Viton Seals.	Each	Better Brush 551108	\$11.89
31	020314	<b>Brush, Scrub</b> . Swivel Head, NO HANDLE	Each	Better Brush	\$5.23
34	020010	<b>Pumice Scouring Stick</b> , Heavy Duty, Use with Cleaning Tile and Porcelain, Removes Hard Water Rings, Lime, Rust, Etc. From Toilets, Urinals, Sinks and Showers, Minimum Size 6' x 1.25" x 3/4".	Each	US PUMICE PUM12	\$1.95
40	020047	<b>Floor Caution Sign</b> , "WET FLOOR" Sign, Triangular Hard Plastic Yellow Safety Sign, Easy Storage On Cart Or Wall, Universal Caution Symbol Preferred.	Each	ABCOWS-00001	\$4.65
47	020120	<b>Vacuum Backpack Bags</b> , Large, Gray. 10 Per Box Minimum.	Pkg (10/pkg)	Green Kleen	\$9.05
48	TBD	<b>Vacuum Cleaner Bags</b> , Small, Yellow, Hepa Bag Type B For Royal 1028/1058 Only. 10 Per Package Minimum.	Pkg (10/pkg)	Green Kleen GK-ROYB	\$7.59
49	020001	<b>Nifty-Nabber</b> , 36" Long Handle, Tips Must Be of One Continuous Section, Ideal for Picking Up Bottles, Garbage and Hazardous Items Out of Toilets, Urinals, And Grounds.	Each	ABCO 90001	\$9.14
52	020069	<b>Receptacle, Sanitary Napkin</b> , Removable Rigid Liner for Easy Cleaning, Holds Bag Size 7-1/2" x 3" x 10-1/4", Wall Mounted Design. Must Fit Item 53.	Each	HOSPECO 250-201W	\$13.65
61	020023	<b>14" X 24" Red Buffing Pad</b> , TomCat Edge Series Floor Pads, Edge 2404.	Case (5 / CS)	AMERICO 40441424	\$22.10

**Dade Paper & Bag, LLC dba Imperial Dade**

<b>Item No.</b>	<b>SDC Stock No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Brand/ Vendor SKU/Item #</b>	<b>UOM Price (All Inclusive)</b>
1	020132	<b>Broom Handle.</b> Push Broom 60", 3" Metal Threaded End	Case (12 / CS)	JANICO 4160	\$27.72
2	020313	<b>Broom,</b> Plastic, Upright w/Plastic Bristles, Duo Sweep, Handle Included, Heavy Duty.	Case (12 / CS)	ABCO BR1024MH	\$42.84
4	020111	<b>Broom, Push.</b> Combo w/Handle 24" Cement/Wood, 60" Wood Handle with Metal Threaded Tip.	Case (12 / CS)	ABCO BH12003/01104	\$149.64
5	020310	<b>Mop Head, Wet,</b> 16-18 Ounce, Looped End, Cotton & Rayon Plus Triple Synthetic Blend for Strength, Plastic Coated Mesh Head.	Case (12 / CS)	ABCO LM202BSW	\$34.08
7	020013	<b>Mop Head, Microfiber Heavy Duty,</b> Blue Color Band Options Available for Easy Identification. 16 oz., 6 per Case.	Case (12 / CS)	ABCO LM-50410SW	\$61.08
10	020311	<b>Mop, Handle,</b> (Wet Mops), 60".	Case (6 / CS)	JANICO 3202	\$30.12
11	020088	<b>Bucket, For Finish Mop,</b> Resealable, Smooth, Non-Porous, Cleans Easily, Must Fit Mop At Least 18" L x 5" W. Must Come Complete With Tight Fitting Lid, Handle, Sieves and Casters. Strong Enough to Handle Continuous Users.	Each	Rubbermaid Q930	\$86.62
20	020284	<b>Pads, Light Scrub,</b> 20" x 1" Red. 5 Per Case.	Case (6 / CS)	Victoria Bay VB20RBFP	\$11.73
21	020015	<b>Pads, Top Scrub,</b> 20" x 1" Green. 5 Per Case.	Case (5 / CS)	Victoria Bay VB20ESP	\$11.73
22	020309	<b>Pads, Burnish/Buff,</b> 20" x 1", Champagne, For High-Speed Burnishing Buffing. 5 Per Case.	Case (5 / CS)	Victoria Bay VB20TBP	\$11.73
23	020298	<b>Pads, Burnish,</b> 20" x 1", Hog's Hair. 5 Per Case.	Case (5 / CS)	Victoria Bay VB20NTBP	\$11.73
24	020299	<b>Pads, Polishing,</b> 20" x 1", White. 5 Per Case.	Case (5 / CS)	Victoria Bay VB20WSPP	\$11.73
26	020163	<b>Squeegee,</b> Floor 30", Stainless Steel Channel, 36" - 48" Rubber Handle.	Case (12 / CS)	ABCO BH14003	\$116.28
30	020501	<b>Tissue, Facial,</b> Facial Quality Paper, Regular Size. 100 Count Box, 30 Boxes per Case.	Case (30 / CS)	Victoria Bay VB FACIAL	\$13.86
32	020000	<b>Brush, Toilet Bowl.</b> Nylon Bristles Only. 14" Minimum Length, Plastic or Wood Handle, No Metal Components Allowed.	Case (12 / CS)	ABCO BR00017	\$12.84
33	020172	<b>Sponges,</b> Scrubbing, 5-1/2" x 3-1/2" x 1" w/Green Scrub Pad on One Side and Cellulose on Other Medium Duty.	Pkg (20 / pkg)	Victoria Bay VB74MSS	\$9.19
45	020028	<b>Absorbent, Vomit.</b> 2 lb. Rigid Plastic Containers, Environmentally Friendly Ingredients or Green Seal Certification Preferred. (Non-Toxic, Non-Flammable, Non-Carcinogenic, and Odorless.)	Case (12oz can x 24)	Fresh Products SSC	\$119.28
53	020271	<b>Linens, Sanitary Napkin,</b> 7-1/2" x 3" x 10-1/4", Waxed, For Sanitary Receptacle. Must Fit Item 52. 500 Per Case Minimum.	Case	AHA PKG SWB74N	\$14.19

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
56	TBD	<b>Trash Can Liners</b> , 40" X 46" (45 Gal), Black Only, Low Density, Heavy Duty, EPA Compliant, Post-Consumer Recycled Preferred, 1.15 Mil Minimum. Case Quantity 100	Case	Victoria Bay VBLH4046125B	\$12.93
57	TBD	<b>Compactor Liners</b> , 45" X 50" (65 Gal,) Linear Low Density, Post-Consumer Recycled Content Preferred, EPA Compliant, 2 Mil Minimum, High Slip Bag. Case Quantity 50	Case (100 / CS)	Victoria Bay VBLH465015B	\$20.13

### Pyramid School Supplies

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
58	020025	<b>Floor Prep/Stripping Pad, 14" X 28" Maroon</b> TomCat Edge Series Floor Pads.	Case (10 / CS)	ACS #47-F99.14X28	\$38.98
59	020026	<b>Floor Prep/Stripping Pad, 14" X 20" Maroon</b> TomCat Edge Series Floor Pads.	Case (10 / CS)	ACS #47-F99.14X20	\$27.99
60	020027	<b>Floor Prep/Stripping Pad, 14" X 24" Maroon</b> TomCat Edge Series Floor Pads.	Case (10 / CS)	ACS #47-F99.14X24	\$37.99
62	020044	<b>14" X 28" Red Buffing Pad</b> , TomCat Edge Series Floor Pads.	Case (5 / CS)	ACS #S1-14X24	\$23.99
63	020024	<b>14" x 20" Red Buffing Pad</b> , TomCat Edge Series Floor Pads.	Case (5 / CS)	ACS #S1-14X20	\$17.99

### Staples Contract & Commercial, LLC

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
8	020080	<b>Mop, finish</b> , Micro-Fiber Finish , 18" Looped Fringe, White, Mop Size: 18" L x 5" W.	Each	Coastwide CW61066-CC/24420013	\$3.50
46	020039	<b>Carpet Cleaner</b> . 12 oz. Concentrated Form. Encapsulated Formula. Green Seal Certification Only.	Case (4x 1Gal / case)	Coastwide 919536	\$59.65

### Unipak Corp.

Item No.	SDC Stock No.	Item Description	UOM	Brand/ Vendor SKU/Item #	UOM Price (All Inclusive)
54	020259	<b>Bags, Garbage</b> , 24" x 32" (12-16 Gal.), Clear, Linear Low, .50 Mil., Eco-Friendly, Recycled Material Construction Preferred. 1000 Per Case Minimum. Star Seal Bottom. Case Weight Minimum 25.6 lbs.	Case	UPC 243308	\$14.96
55	TBD	<b>Trash Can Liners</b> , 40" X 46" (40-45 Gal.) Clear, Linear Low Density, Medium Duty, Post-Consumer Recycled Preferred, EPA Compliant, Star Sealed Bottom, .55 Mil Minimum. Case Quantity: 250	Case	UPC 4655	\$15.75

**United Sales USA Corp.**

<b>Item No.</b>	<b>SDC Stock No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Brand/ Vendor SKU/Item #</b>	<b>UOM Price (All Inclusive)</b>
14	020007	<b>Dust Mop, Refill</b> , 36", Microfiber.	Each	JANICO 4436 US4436JAN	\$4.50
36	020048	<b>Towel - Red</b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings.	Pack	JANICO US6006RD	\$5.36
37	020049	<b>Towel - Yellow</b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings.	Pack	JANICO US6006YW	\$5.36
38	020020	<b>Towel - Green</b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings.	Pack	JANICO US6006GR	\$5.36
39	020021	<b>Towel - Blue</b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings.	Pack	JANICO US6006BL	\$5.36

**Vendor Contact Information:**

11400 LLC.  
Ly Nguyen  
717-575-0100  
[Lnguyen@11400LLC.COM](mailto:Lnguyen@11400LLC.COM)

Brady Industries of Florida, LLC dba BradyPLUS  
Megan Russo  
800-858-7230  
[Megan.russo@bradyplus.com](mailto:Megan.russo@bradyplus.com)

Cypress Supply INC  
James A Streich  
407-332-0556  
[Diana@cypresssupply.com](mailto:Diana@cypresssupply.com)

Dade Paper & Bag LLC dba Imperial Dade  
Vickie Scaglione  
407-619-3321  
[vscaglione@imperialdade.com](mailto:vscaglione@imperialdade.com)

Pyramid School Products  
Kenneth Miller  
813-621-6446  
[Kenny@pyramidsp.com](mailto:Kenny@pyramidsp.com)

Staples Contract & Commercial LLC  
Thomas Brown  
877-826-7755  
[sledbiddesk@staples.com](mailto:sledbiddesk@staples.com)

Unipak Corp.  
Brian Marcus  
888-808-5120  
[customercare@unipakcorp.net](mailto:customercare@unipakcorp.net)

United Sales Usa Corp  
Deborah Lappen  
718-709-5900  
[bids@unitedsalesusa.com](mailto:bids@unitedsalesusa.com)

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
(For Donations, use Section B)

<b>A. Item Currently Budgeted -</b>							
General Fund/Operation of Plant/Various/County-Wide Custodial							
Account Name	_____						
Account Number	1100E	5100/7900	5100	Various	M2370/40100		
	Fund	Function	Object	Cost Center	Project	Sub Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
						Present Request	=
						Remaining Balance Available	
\$ 258,275.00		\$ 238,275.00		\$ 20,000.00		\$ 20,000.00	
						\$ 0	

Account Name	_____						
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
						Present Request	=
						Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____	

Janitorial/custodial products ordered through the warehouse and charged to schools/sites approved annual budget.

<b>B. Item Currently Not Budgeted -**</b>							
Funding Source	2026-2027 Budget Request						
Account Name	General Fund/Operation of Plant/Various/County-Wide Custodial						
Account Number	1100E	5100/7900	5100	Various	M2370/40100		
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$ 280,000.00						

Funding Source	_____						
Account Name	_____						
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$ _____						

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ 300,000.00
Prior Year Actual Spent:	\$ 300,000.00

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 18. 26-3677**

4/14/2026

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**Title and Board Action Requested**

Award Bid #9009-2602-003, Parking Improvements for Spring Hill Elementary School, to T&C Underground, Inc., and approve the contract and the purchase of construction goods and services for \$1,216,500.00 using half-cent funds.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board award Bid #9009-2602-003, Parking Improvements for Spring Hill Elementary School, to T&C Underground, Inc., and approve the contract and the purchase of construction goods and services for \$1,216,500.00 using half-cent funds.

**My Contact**

Brian Ragan  
Director of Facilities & Construction  
ragan\_b@hcsb.k12.fl.us  
352-797-7050

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

## ADVERTISEMENT FOR BIDS

**PROJECT NAME:** Spring Hill Elementary School – Parking Improvements

**PROJECT ADDRESS:** 6001 Mariner Boulevard  
Spring Hill, FL 34609

**OWNER:** HERNANDO COUNTY SCHOOL BOARD  
919 Broad Street  
Brooksville, FL 34601

**ESTIMATED COST:** \$850,000.00

**PROJECT DESCRIPTION:** Modification of the existing parking lot to accommodate vehicular queuing during student drop-off and pick-up operations. The required stormwater management system includes new inlets, pipes, and a new pond.

**BID DATE:** Sealed Bids are due from PRE-QUALIFIED Contractors on **11:00AM, March 5, 2026**, at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Rd., Brooksville, FL 34601, where they will be opened publicly and read aloud. Late bids will be considered non-responsive. Sealed bids shall clearly display the Project Name, Project Address, and Owner's name and address. When required by the Bid Documents, bids shall contain a bid bond or other bid security in the amount of 5% of the base bid.

Drawings, Specifications, Addenda and other bidding documents may be viewed and/or downloaded as Adobe.pdf files through the internet, free of charge, by contacting the Design Professional shown below and obtaining the internet link needed to access the project information. **All prospective bidders must register as a plan-holder with the Design Professional shown below**, to be notified by email of any future announcements or addenda which may affect bidding for this project.

In addition, prospective bidders are encouraged to register on the school district's BidNet Direct web page at [www.bidnetdirect.com/florida/hernandoschools](http://www.bidnetdirect.com/florida/hernandoschools) to receive information related to this bid.

Only full sets will be issued and can be obtained, starting on the initial Advertisement for Bid date, by a written or emailed request to:

**Jonathan Gotwald**  
**Osborn Engineering**  
**450 Carillon Pkwy, Suite 200, St. Petersburg, FL 33716**  
**jgotwald@osborn-eng.com**  
**727-209-0436 ex. 16305**

No partial sets will be issued; no sets will be issued to sub-bidders by the Design Professional.

Prospective bidders or their representatives are required to attend a **MANDATORY PRE-BID MEETING** at the Project Address on **10:00AM, February 17, 2026**. Existing conditions may be observed immediately afterward. All questions must go to the Design Professional shown above. **The last day for prospective bidders to submit questions is February 20, 2026.**

The Design Professional will conduct the meeting, and the Owner will review the eligibility of prospective bidders. **Prospective bidders who have not contracted with the School Board within two years prior to the scheduled bid opening date are encouraged to bring a completed Contractor's Qualification Statement (AIA Form A305) to this meeting.**

The Hernando County School Board reserves the right to waive any minor irregularities and technicalities. Bidders are hereby notified that failure to file a bid protest within the time and manner prescribed by the Florida Statutes shall constitute a waiver of any right to protest the award.

Published in the Tampa Bay Times: February 1, 2026, February 8, 2026, and February 15, 2026

-COPY-

Hernando County School Board  
Section 00-4000 - Bid Proposal Form

DATE: 315/2026  
(Date of Proposal)  
FROM: T&C Underground, Inc.  
(Name of Bidder's Company)  
7450 SW 38th Ave  
(Mailing Address)  
Ocala, FL 34474  
(City, State, Zip)  
thmsizemore@aol.com  
(E-mail Address of Contact Person)  
352 266 5528  
(Phone Number of Contact Person)

TO: **Hernando County School Board**  
**Attn: Facilities & Construction Department**  
**8016 Mobley Road**  
**Brooksville, Florida 34601**

The undersigned Bidder, having carefully examined the premises and conditions affecting the Work, the Instructions to Bidders, the Form of Agreement and Conditions of the Contract, and other Contract Documents for:

**Project: Spring Hill Elementary School - Parking Improvements**  
**6001 Mariner Boulevard, Spring Hill, FL 34609**

**Issue Date: January 27, 2026**

as prepared by: **Osborn Engineering** does hereby propose to furnish all labor, materials, equipment and services required for the proper execution and completion of the work described and called for in said Documents for the lump sum(s) as indicated herein below:

**BASE BID:**  
one million, Two Hundred Sixteen Thousand,  
Five Hundred dollars & zero cents. Dollars \$1,216,500.00  
(State amount in words)

The Base Bid amount above includes an allowance for Owner's contingency in the amount of: **\$60,000.00**

This proposal covers all expenses, including applicable license fees and all taxes levied in connection with the Work.

**ADDENDA**  
Receipt of the following Addenda are hereby acknowledged as follows:

ADDENDUM NO. 1, dated 2/26/26  
ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_

**Hernando County School Board  
Section 00-4000 – Bid Proposal Form**

**LIST OF SUBCONTRACTORS**

The undersigned Bidder hereby indicates their intent to either self-perform the work OR subcontract with each of the major subcontractors listed below.

TRADE	CHECK IF SELF-PERFORMED	SUBCONTRACTOR NAME/ADDRESS	LICENSE No.
Site Subcontractor	<input type="checkbox"/>		
Earthwork Subcontractor	<input type="checkbox"/>		
Asphalt Subcontractor	<input checked="" type="checkbox"/>	marcum enterprises llc 2501 NW 35th St Ocala, FL 34475	CUC 225602
Striping Subcontractor	<input checked="" type="checkbox"/>	" "	" "
Concrete Subcontractor	<input checked="" type="checkbox"/>	" "	" "
Utilities/Drainage Subcontractor	<input type="checkbox"/>		
Fence Subcontractor	<input type="checkbox"/>		

**COMPLETION TIME**

The undersigned Bidder agrees to substantially complete the Work within **one hundred and twenty (120)** calendar days, Sundays and Holidays included, and to complete any portions of the Work designated for earlier completion within the times established in the contract documents.

Bidder further agrees that the Work shall be fully completed and ready for final acceptance in accordance with the contract documents within **thirty (30)** calendar days, Sundays and Holidays included, such time to commence on the date of substantial completion or receipt of the punch list, whichever date occurs last.

For each calendar day past the scheduled date of **Substantial Completion** until Substantial Completion is actually achieved, liquidated damages will be due to the Owner. This amount shall be **\$750.00** per day. Any justified delays during construction shall be documented with each pay application. If unjustified delays are submitted, they will not be considered.

**MISCELLANEOUS PROVISIONS**

The undersigned Bidder hereby acknowledges the provisions of Florida Statute 287.133 pertaining to public entity crimes, which states as follows:

*"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."*

This proposal shall remain in force and effect for a period of **sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

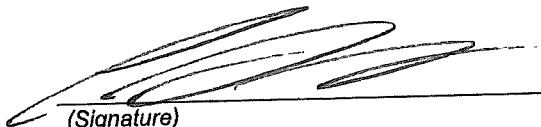
Hernando County School Board  
Section 00-4000 – Bid Proposal Form

In witness whereof, the Bidder, a Corporation  
*(Sole Proprietor, Corporation, Limited Liability Partnership, etc.)*

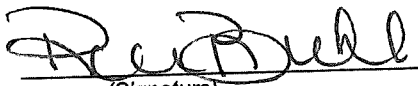
Licensed and incorporated in the State of Florida, has hereunto set his or her signature and affixed his  
or her seal this 5<sup>th</sup> day of March, 2026

FOR T & C Underground, Inc.  
*(Legal Name of Business)*

BY: Thomas Sizemore, President  
*(Typed/Printed Name and Title of Officer or Authorized Agent)*

(SEAL)   
*(Signature)*

WITNESSED BY: Robin Buhl  
*(Typed/Printed Name of Witness)*

  
*(Signature)*


## CONFLICT OF INTEREST

## EXHIBIT E

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

### SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

  
\_\_\_\_\_  
Signature of Officer/Agent authorized

Thomas Sizemore  
\_\_\_\_\_  
Print Name

T & C Underground, Inc.  
\_\_\_\_\_  
Company Name

7450 SW 38th Ave  
\_\_\_\_\_  
Business Address

Ocala, FL 34474  
\_\_\_\_\_  
City, State, Zip Code

### SECTION II

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Approved as to form  
*Nancy McClain Alfonso*

General Counsel, HCSB

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature of Officer/Agent authorized

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**


This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas Sizemore

Title: President

Signature: 

Date: 3/5/20

Approved as to Content & Form

Caroline Mocker, Esq.

Staff Counsel, HCSD

8:49 am, 04/25/2025

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: TE @ Underground, Inc.  
Vendor FEIN: 26-2890138  
Vendor's Authorized Representative Name and Title: Thomas Sizemore, President  
Address: 7450 SW 38th Ave  
City: Ocala State: FL ZIP: 34476  
Phone Number: 352 867 1060  
Email Address: thmsizemore@aol.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [Signature]  
AUTHORIZED SIGNATURE

Print Name and Title: Thomas Sizemore, President  
Date: 3/5/20

Approved as to Content & Form  
Caroline Mocker, Esq.  
Staff Counsel, HCSD  
8:46 am, 04/25/2025

BID BOND  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2603070  
Contract Account Number: 9201540

KNOW ALL MEN BY THESE PRESENTS, that we T&C UNDERGROUND INC.  
7490 SW 38TH AVE  
OCALA, FL 34476

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY  
3452 LAKE LYNDA DR., #100/#390  
ORLANDO, FL 32817

as Surety, hereinafter called the Surety, are held and firmly bound unto HERNANDO COUNTY SCHOOL BOARD

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING BID

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for SPRING HILL ELEMENTARY SCHOOL PARKING IMPROVEMENTS  
SOLICITATION NO. 9009-2602-003

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4TH day of MARCH, 2026

[Signature]  
Witness

T&C UNDERGROUND INC. Principal (Seal)  
[Signature] President  
Title

[Signature]  
Witness

OLD REPUBLIC SURETY COMPANY Surety  
[Signature] Attorney-In-Fact



# ★ ★ ★ ★ ★ OLD REPUBLIC SURETY COMPANY ★ ★ ★ ★ ★

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KELLY BURROWS, SHANE FINLEY, JASON SHANNON, ERIN NATALINO, OF THE VILLAGES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9TH day of JANUARY, 2026.

[Signature]  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Signature]  
President

### STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 9TH day of JANUARY, 2026, personally came before me, Alan Pavlic and Kevin J Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]  
Notary Public  
My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3025

Signed and sealed at the City of Brookfield, WI this 4th day of March, 2026



[Signature]  
Assistant Secretary

THE BALDWIN GROUP PERSONAL INS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Villages Insurance Partners 1031 Lake Sumter Landing The Villages FL 32162	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 352-751-6622      FAX (A/C, No): 352-753-3202 E-MAIL ADDRESS: tvpcerts@thevillagesinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> T&C Underground, Inc. 7450 SW 38th Ave Ocala FL 34476	2TCUNDER	INSURER A : FCCI Insurance Company      10178
		INSURER B : Brierfield Insurance Company      10993
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :


**COVERAGES**      **CERTIFICATE NUMBER: 1931253334**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL10008965402	1/16/2026	1/16/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			CA10008965502	1/16/2026	1/16/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10008965702	1/16/2026	1/16/2027	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC010008202903	1/25/2026	1/25/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Spring Hill Elementary School Parking Improvement Hernando County School District 6001 Mariner Blvd Spring Hill, FL 34609  
 Hernando County School District is (are) included as an Additional Insured(s) with respect to General Liability if required by written contract and subject to terms, conditions, and exclusions of the policy. Hernando County School District is/are included as Additional Insured(s) including Completed Operations with respect to the General Liability if required by written contract and subject to terms, conditions, and exclusions of the policy. Coverage is provided on a Primary & Non-Contributory basis on the General Liability if required by written contract and subject to terms, conditions and exclusions of the policy.

## CANCELLATION

<b>CERTIFICATE HOLDER</b>  Hernando County School District 8016 Mobley Road Brooksville FL 34601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a written contract or written agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Persons or Organizations**

(As required by written contract or agreement per Paragraph A. below.)

[Empty box for Name of Additional Insured Persons or Organizations]

**Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".)

[Empty box for Locations of Covered Operations]

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

- B.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C.** This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
  2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

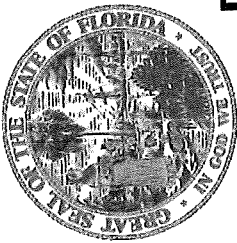
Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F.** This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**SIZEMORE, THOMAS RANDALL**

T&C UNDERGROUND, INC.  
7450 SW 38TH AVE  
OCALA FL 34476

**LICENSE NUMBER: CUC057381**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 02/10/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Bruce Gillingham  
 BUREAU CHIEF  
 Catherine Thrasher  
 SAFETY PROGRAM MANAGER

Jimmy Patronis  
 CHIEF FINANCIAL OFFICER  
 JoAnne Rice  
 DIVISION DIRECTOR

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
 DIVISION OF STATE FIRE MARSHAL  
 200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
 Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY  
 OFFICIAL COPY**

THIS CERTIFIES THAT:  
 Thomas R Sizemore  
 7450 SW 38th Avenue  
 Ocala FL 34476  
 T & C Underground

BUSINESS ORGANIZATION:

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024  
 Type: 09  
 Class: 14  
 County: Marion  
 Liccnsc/Permit #: 205226-0001-2010  
 Expiration Date: 06/30/2026



*Jimmy Patronis*  
 Chief Financial Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Villages Insurance Partners 1031 Lake Sumter Landing The Villages FL 32162	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 352-751-6622      FAX (A/C. No): 352-753-3202 E-MAIL ADDRESS: tvpcerts@thevillagesinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> T&C Underground, Inc. 7450 SW 38th Ave Ocala FL 34476	2TCUNDER	<b>INSURER A :</b> FCCI Insurance Company      NAIC # 10178 <b>INSURER B :</b> Brierfield Insurance Company      10993 <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1931253334      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL10008965402	1/16/2026	1/16/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10008965502	1/16/2026	1/16/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10008965702	1/16/2026	1/16/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC010008202903	1/25/2026	1/25/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Spring Hill Elementary School Parking Improvement Hernando County School District 6001 Mariner Blvd Spring Hill, FL 34609  
 Hernando County School District is (are) included as an Additional Insured(s) with respect to General Liability if required by written contract and subject to terms, conditions, and exclusions of the policy. Hernando County School District is/are included as Additional Insured(s) including Completed Operations with respect to the General Liability if required by written contract and subject to terms, conditions, and exclusions of the policy. Coverage is provided on a Primary & Non-Contributory basis on the General Liability if required by written contract and subject to terms, conditions and exclusions of the policy.

<b>CERTIFICATE HOLDER</b>  Hernando County School District 8016 Mobley Road Brooksville FL 34601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a written contract or written agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".) *

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.



**PUBLIC BID OPENING – BID TABULATION**

BID TITLE: Spring Hill ES – Parking Improvements

DATE & TIME: 3-5-2026 11:00AM

BIDDER'S NAME	BID BOND (Y/N)	ALL ADDENDA (Y/N)	BASE BID
Holley Development Corp	Y	Y (1)	\$ 1,492,922.30
T&C Underground	Y	Y (1)	\$ 1,246,500.00
VE Florida (No Bid Proposal Form)	Y	N	\$ 976,315.43
			\$
			\$

Opened and read aloud by: John Williams  
(Printed Name)

[Signature]  
(Signature)

Witnessed and tabulated by: Jonathan J. Gotwald  
(Printed Name)

[Signature]  
(Signature)

BRIAN KACAR

[Signature]

No. of bids received: 3  
No. of late bids: 0  
No. of declined bids: 0

J20211524.002

March 5, 2026

John R. Williams, AIA  
Manager of Design and Construction  
Hernando County School District  
8016 Mobley Road, Brooksville, FL 34601

**Subject:** Bid Recommendation for Spring Hill Elementary School  
Parking Improvements

Dear John,

Following the evaluation of bids received for Spring Hill Elementary School Parking Improvements opened on March 5<sup>th</sup>, 2026, we have carefully reviewed all submissions in accordance with the stated criteria in the Project Manual Specifications, Section 00-2100-Instruction to bidders.

Three Bid Submissions were delivered on time from the following Pre-Qualified Contractors with the following Bid Amounts upon opening the sealed envelopes:

1. Holley Development Corporation \$1,492,922.30
2. T & C Underground, Inc. \$1,216,500.00
3. VE Florida \$ 976,315.43

After thorough assessment based on the evaluation criteria in attached Exhibit A, the Bid Opening Tabulation Exhibit B, along with the proposed Base Bid Amounts of the three Bids received, we recommend awarding the contract to:

**Recommended Bidder:** T & C Underground, Inc.

**Bid Amount:** \$1,216,500.00

**Reasons for Recommendation:**

The lowest Bid from **VE Florida** was disqualified due to:

- The required Bid Form was not included,
- Addendum No. 1 was not acknowledged.
- Verification of contractors licensed in Florida is not provided.
- Exclusions of Electric removal, and chain link fence, both required by the project
- Plan revisions from Addendum No 1 for export of excess fill and addition of Shelters not included in costs.



The second lowest bid from **T & C Underground, Inc.:**

- Did not include any exclusions to the Base Bid amount.
- Self Performs a significant amount of the work needed (Earthwork, Site work, Underground utilities/drainage, Fencing)
- Utilizes a single sub-contractor for performance of remaining work (Paving, Striping, Concrete)
- Offered the most competitive price while meeting all technical and contractual requirements.

The third highest Bid from **Holley Development Corporation:**

- Did not include any exclusions to the Base Bid amount.
- Did not propose self-performance of any of the work needed to complete the project.
- Utilizes a single sub-contractor for performance of the majority of the work (Site, Earthwork, Paving, Striping, Concrete, Underground utilities/drainage)
- Utilizes a separate subcontractor for the fencing.
- Offered the least competitive price for the project.

We believe the selection of T & C Underground, Inc. represents the best value for the Hernando County School District and aligns with the project's objectives.

Please review and confirm your approval to proceed with the contract award process.

Sincerely,

**OSBORN ENGINEERING**

---

Jonathan J Gotwald, PE  
Director of Civil Engineering | Florida



**Exhibit A**  
**Spring Hill Elementary School Parking Improvements**  
**Evaluation Criteria**

**Contractor: Holley Development Corporation**

- |  |     |
|--|-----|
| 1. Prequalified contractor                                     | Yes |
| 2. Attendance at the Pre-Bid conference February 17, 2026      | Yes |
| 3. Complete sealed envelope of the bid documents submission    | Yes |
| 4. Completion of the Bid form provided (1-original, 1-copy)    | Yes |
| 5. Acknowledgment of Addenda                                   | Yes |
| 6. Provision of the Bid Bond                                   | Yes |
| 7. Licensure as a Florida Construction Contractor Verification | Yes |

**Contractor: T & C Underground, Inc.**

- |  |     |
|--|-----|
| 1. Prequalified contractor                                     | Yes |
| 2. Attendance at the Pre-Bid conference February 17, 2026      | Yes |
| 3. Completion of the Bid form provided (1-original, 1-copy)    | Yes |
| 4. Acknowledgment of Addenda                                   | Yes |
| 5. Provision of the Bid Bond                                   | Yes |
| 6. Licensure as a Florida Construction Contractor Verification | Yes |

**Contractor: Vertical Earth, Inc (VE Florida)**

- |  |     |
|--|-----|
| 1. Prequalified contractor                                     | Yes |
| 2. Attendance at the Pre-Bid conference February 17, 2026      | Yes |
| 3. Complete sealed envelope of the bid documents submission    | Yes |
| 4. Completion of the Bid form provided (1-original, 1-copy)    | No  |
| 5. Acknowledgment of Addenda                                   | No  |
| 6. Provision of the Bid Bond                                   | Yes |
| 7. Licensure as a Florida Construction Contractor Verification | No  |

**Contractor: Peak Power Services**

- |   |     |
|---|-----|
| 1. Prequalified contractor                                  | Yes |
| 2. Attendance at the Pre-Bid conference February 17, 2026   | Yes |
| 3. Complete sealed envelope of the bid documents submission | No  |
| 4. Completion of the Bid form provided (1-original, 1-copy) | No  |
| 5. Acknowledgment of Addenda                                | No  |
| 6. Provision of the Bid Bond                                | No  |
| 7. Licensure as a Florida Construction Contractor           | No  |



**Exhibit B**  
**Spring Hill Elementary School Parking Improvements**  
**Bid Opening Tabulation: March 5, 2026, 11:00 AM**

Bidder	Notes	Two (2) Completed Bid Proposal Forms Provided?	5% Bid Security Provided? (\$42,500)	Base Bid Amount	Addendum No. 01 acknowledged in Bid Proposal?	Using Subcontractors?
Holley Development Corp.	<ul style="list-style-type: none"> <li>- Limited staff (6 employees)</li> <li>- Heavy reliance on subcontractors</li> <li>- Tight schedule could be challenging</li> <li>- Good References</li> </ul>	YES	YES	\$1,492,922.30	YES	Site work: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Earthwork: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Asphalt: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Striping: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Concrete: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Utilities/Drainage: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/>
T&C Underground	<ul style="list-style-type: none"> <li>- Local contractor (Ocala)</li> <li>- 20 employees</li> <li>- Completed recent school projects of similar scope</li> <li>- Likely to self-perform Site, Earthwork, Drainage</li> </ul>	YES	YES	\$1,216,500.00	YES	Site work: Self-Performed <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Earthwork: Self-Performed <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Asphalt: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Striping: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Concrete: Self-Performed <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Utilities/Drainage: Self-Performed <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/>
Peak Power Services	<ul style="list-style-type: none"> <li>- Local contractor (Tampa Region)</li> <li>- 75 employees company-wide</li> <li>- Floral City office (opened 2025, 20 employees) will manage the project</li> <li>- Only contractor listing paving as a core self-performed service</li> <li>- Electrical license, which may help coordination with Withlacoochee River Electric Co-op</li> </ul>			NO BID		Site work: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Earthwork: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Asphalt: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Striping: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Concrete: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Utilities/Drainage: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/>
VE Florida	<ul style="list-style-type: none"> <li>- Large site preparation contractor</li> <li>- 465 employees total</li> <li>- 125 employees in Lutz office</li> <li>- Extensive experience with site preparation and infrastructure work</li> </ul>	NO DID NOT CONFORM	YES	\$976,315.43	NO DID NOT CONFORM	Site work: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Earthwork: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Asphalt: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Striping: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Concrete: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/> Utilities/Drainage: Self-Performed <input type="checkbox"/> Subcontractor <input type="checkbox"/>



## NOTICE OF INTENT TO AWARD

The Hernando County School Board, represented by the undersigned, has considered the Proposals submitted for the work described herein:

**SCHOOL / SITE:** SPRING HILL ELEMENTARY SCHOOL **DATE:** 3-9-2026

**PROJECT NAME:** PARKING IMPROVEMENTS

**CONTRACTOR:** T & C UNDERGROUND, INC.

**ADDRESS:** 7450 SW 38<sup>TH</sup> AVENUE  
OCALA, FL 34476

**PROPOSAL:** \$1,216,500.00  
(Dollar amount in numerals)

ONE MILLION, TWO HUNDRED SIXTEEN THOUSAND, FIVE HUNDRED  
AND 00/100  
(Dollar amount in words)

TO THE CONTRACTOR NAMED HEREIN: Your Proposal, deemed to be in the best interest of the Hernando County School Board, is hereby accepted, pending final execution of the agreement.

You are required, as applicable, to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of this Notice.

Your failure to execute said Agreement or to furnish said Bonds and Insurance, within ten (10) days from the date of this Notice, shall entitle the Hernando County School Board to: 1) Retain as liquidated damages the entire amount of the Bid Security submitted with your Proposal, 2) Consider as relinquished your rights arising from our acceptance of your Proposal, and 3) Award the Work covered by your Proposal to another bidder, or to re-advertise the Project.

**BY:**

  
Signature

John Williams  
Printed Name

Project Manager  
Title

**Notice is hereby given of the District's Intent to Award as indicated above. Failure to file a protest within the time prescribed in section 120.57(3), 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 proceedings under chapter 120, Florida Statutes.**

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Fourteenth            day of April            in the  
year Two-thousand Twenty-six  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Hernando County School District  
8016 Mobley Road  
Brooksville, FL 34601

and the Contractor:  
*(Name, legal status, address and other information)*

T & C Underground, Inc.  
7450 SW 38th Avenue  
Ocala, FL 34476

for the following Project:  
*(Name, location and detailed description)*

Spring Hill Elementary School  
Parking Improvements

The Architect:  
*(Name, legal status, address and other information)*

Osborn Engineering, Inc.  
1111 Superior Avenue, STE 2100  
Cleveland, OH 44114

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than One-hundred twenty ( 120 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	120 calendar days from the date of commencement of the work

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One-million Two-hundred sixteen thousand Five-hundred dollars and no cents (\$ 1,216,500.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Owner's Contingency	\$60,000

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Should the Contractor fail to substantially complete the Work on or before the date stipulated as the Substantial Completion Date in Section 3.3.1 above, (or such later date as may result from a written extension of time granted by the Owner), the Contractor shall pay the Owner, as liquidated damages, the sum of \$750 for each consecutive calendar day that terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to

complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Contractor.

The above referenced liquidated damages shall provide the sole and exclusive remedy for the Owner for damages incurred as a result of the Contractor's delay in completing the Work as described in Contract Documents. However, the Owner retains all rights to seek and recover its actual damages for all other injuries that may arise, including but not limited to construction defects.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The twenty-fifth (25th) day of the month

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which

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User Notes:

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the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

**.5 Retainage withheld pursuant to Section 5.1.7.**

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5.0%)

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Retainage shall not be reduced prior to Substantial Completion

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within 10 days following Final Acceptance at a regularly scheduled School Board meeting.

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

2 %APR calculated with simple, non-compounding interest.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

The Owner shall pay reasonable and documented costs only for that portion of Work completed at the time of termination, as determined by the Architect/Engineer of Record. Such costs shall be based on a subsequent Schedule of Values approved by the Architect/Engineer of Record.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Brian Ragan  
Director of Facilities & Construction  
Hernando County School District  
8016 Mobley Road  
Brooksville, FL 34601  
Ragan\_b@hcsb.k12.fl.us

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**User Notes:**

The parties agree that all notices required under this Agreement may be sent electronically

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Thomas Sizemore  
7450 SW 38th Ave  
Ocala FL 34476  
thmssizemore@aol.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See attached Exhibit B	Enumeration of Documents	

.6 Specifications

Section	Title	Date	Pages
See attached Exhibit B	Enumeration of Documents		

.7 Addenda, if any:

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User Notes:

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<b>Number</b>	<b>Date</b>	<b>Pages</b>
One	February 26, 2026	59

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
Exhibit A	AIA Insurance & Bonds		
Exhibit B	Enumeration of Documents		
Exhibit C	HCSB Contractor Insurance & Bond Requirements		
Exhibit D	Standard Addendum to Agreements		
Exhibit E	Conflict of Interest Form		


.9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

AIA A 201-2017 General Conditions of the Contract for Construction

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

  
**CONTRACTOR** *(Signature)*

*Thomas Sizemore, President*  
 \_\_\_\_\_  
*(Printed name and title)*



# AIA Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fourteenth day of April in the year Two-thousand Twenty-six  
*(In words, indicate day, month and year.)*

for the following **PROJECT:**  
*(Name and location or address)*

Spring Hill Elementary School  
Parking Improvements

**THE OWNER:**  
*(Name, legal status and address)*

Hernando County School District  
8016 Mobley Road  
Brooksville, FL 34607

**THE CONTRACTOR:**  
*(Name, legal status and address)*

T & C Underground, Inc.  
7450 SW 38<sup>th</sup> Avenue  
Ocala, FL 34476

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next*

to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § **A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § **A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § **A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § **A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § **A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § **A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § **A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ X ] **§ A.2.5.2 Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Per Exhibit C	Per Exhibit C

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars (\$ 1,000,000 ) each occurrence, Two-million dollars (\$ 2,000,000 ) general aggregate, and Two-million dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the

- fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
  - .3 Claims for bodily injury other than to employees of the insured.
  - .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
  - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
  - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
  - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
  - .8 Claims related to roofing, if the Work involves roofing.
  - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
  - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
  - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One-million dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-million dollars (\$ 1,000,000 ) per claim and One-million dollars (\$ 1,000,000 ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars (\$ 1,000,000 ) per claim and One-million dollars (\$ 1,000,000 ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

Contractor shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit A and Exhibit C, the most stringent requirement shall apply

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- § A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

<b>Coverage</b>	<b>Limits</b>
Per Exhibit C	

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety

bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

#### ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

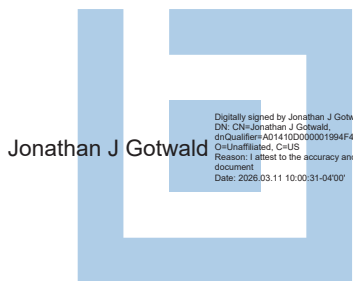
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Contractor shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit A and Exhibit C, the most stringent requirement shall apply

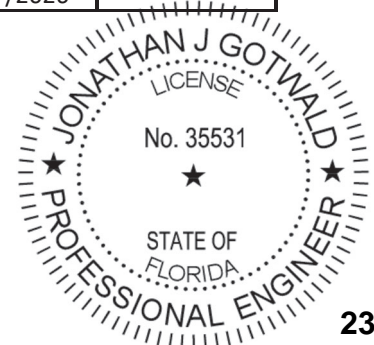
# Enumeration of Documents

## Drawings and Specifications

DRAWINGS		Issued for Bid	Addendum 1
Sheet	Description	Issue Date	Issue Date
<b>CIVIL</b>			
C-001	Cover Sheet	1/27/2026	
C-002	General Notes	1/27/2026	
C-100	Existing Conditions Plan	1/27/2026	
C-200	Demolition Plan	1/27/2026	2/26/2026
C-300	Site Plan	1/27/2026	2/26/2026
C-301	Site Plan Details	1/27/2026	
C-302	Vehicular Movement Plan	1/27/2026	
C-400	Paving, Grading & Drainage Plan	1/27/2026	
C-401	Paving, Grading & Drainage Details	1/27/2026	
C-402	Paving, Grading & Drainage – Fill Area	1/27/2026	2/26/2026
C-500	Utility Plan	1/27/2026	
C-600	Construction Details	1/27/2026	
C-601	Construction Details (Cont.)	1/27/2026	
C-602	Construction Details (Cont.)	1/27/2026	
C-603	Construction Details (Cont.)	1/27/2026	
C-604	Storm Details	1/27/2026	
C-605	Storm Details (Cont.)	1/27/2026	
C-700	SWPPP Plan	1/27/2026	
C-701	SWPPP Notes	1/27/2026	
C-702	SWPPP Details	1/27/2026	
<b>PERMITS</b>		Issue Date	Issue Date
<b>Description</b>			
SWFWMD Environmental Resource Permit (ERP No. 43048688.000)		12/1/2025	
<b>SPECIFICATIONS</b>		Issued for Bid	Addendum 1
Div. #	Description	Issue Date	Issue Date
<b>DIVISION 00 – CONTRACTING REQUIREMENTS</b>			
00 00 00	Instructions	1/27/2026	
00 11 00	Advertisement for Bids	1/27/2026	
00 20 00	Design Submittal Requirements	1/27/2026	
00 21 00	Instructions to Bidders	1/27/2026	
00 40 00	Bid Proposal Form	1/27/2026	
00 40 10	Notice of Intent to Award	1/27/2026	
00 52 00	Standard Form of Agreement (AIA-A101-2017 with Exhibits)	1/27/2026	
00 70 00	General Conditions (AIA-A201-2017)	1/27/2026	
00 80 00	Notice to Proceed	1/27/2026	



This item has been digitally signed and sealed by Jonathan J. Gotwald, PE on 03/11/2026 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



<b>SPECIFICATIONS (CONT.)</b>		<b>Issued for Bid</b>	<b>Addendum 1</b>
<b>Div. #</b>	<b>Description</b>	<b>Issue Date</b>	<b>Issue Date</b>
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>			
01 11 00	Summary of Work	1/27/2026	
01 21 00	Allowances	1/27/2026	
01 23 00	Alternates	1/27/2026	
01 25 00	Substitution Procedure	1/27/2026	
01 26 00	Change & Clarification Procedure	1/27/2026	
01 29 00	Payment Procedure	1/27/2026	
01 33 00	Submittal Procedure	1/27/2026	
01 42 00	Specification Language, Definitions, Standards & Abbreviations	1/27/2026	
01 45 00	Quality Control	1/27/2026	
01 51 00	Temporary Facilities & Controls	1/27/2026	
01 58 00	Project Signage	1/27/2026	
01 77 00	Close Out Procedures	1/27/2026	
<b>DIVISION 31 – EARTHWORK</b>			
31 10 00	Site Clearing	1/27/2026	
31 20 00	Earthwork	1/27/2026	
31 22 13	Rough Grading	1/27/2026	
31 23 16	Excavation	1/27/2026	
31 23 19	Dewatering and Bedding	1/27/2026	
31 23 23	Backfilling	1/27/2026	
31 23 33	Trenching	1/27/2026	
31 25 00	Erosion and Sedimentation Control	1/27/2026	
31 40 00	Shoring, Bracing, and Underpinning	1/27/2026	
<b>DIVISION 32 – EXTERIOR IMPROVEMENTS</b>			
32 01 17	Flexible Asphalt Paving Repair	1/27/2026	
32 11 00	Base Courses	1/27/2026	
32 11 13	Subgrade Modifications	1/27/2026	
32 12 16	Asphaltic Concrete Paving	1/27/2026	
32 13 10	Concrete Site Work	1/27/2026	
32 13 13	Concrete Paving	1/27/2026	
32 16 13	Concrete Curbs and Gutters	1/27/2026	
32 17 23	Pavement Markings	1/27/2026	
<b>DIVISION 33 – UTILITIES</b>			
33 40 01	Storm Sewerage Systems	1/27/2026	
<b>Addendum No. 01</b>		<b>Issue Date</b>	<b>Issue Date</b>
<b>ATTACHMENT</b>			
C-200	Revised Demolition Plan		2/26/2026
C-300	Revised Site Plan		2/26/2026
C-402	Revised Paving, Grading & Drainage Plan – Fill Area		2/26/2026
<b>ATTACHMENT B</b>			
10 73 43	Staff Shelter Specifications		2/26/2026
	Staff Shelter Reference Product Information		2/26/2026
<b>ATTACHMENT C</b>			
	Geotechnical Engineering Report		2/26/2026
<b>ATTACHMENT D</b>			
	Pre-Bid Meeting Sign-In Sheet		2/26/2026

HERNANDO COUNTY SCHOOL BOARD

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

A. GENERAL

- 1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

- 1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
	\$1,000,000
c. Each Occurrence	\$1,000,000
d. Personal Injury	

- 2. The following coverages shall be included in the CGL:
  - a. Per project general aggregate (CG 25 03 or similar)
  - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
  - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
  - d. A waiver of Subrogation in favor of all Additional Insured parties.
  - e. Personal Injury Liability
  - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
  - g. Explosion, collapse and underground (xcu)

**CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS**

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3. The following exclusionary endorsements are prohibited in the CGL policy:
    - a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
    - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an “insured contract” from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    - c. If applicable to the Work to be performed: Residential or multi-family
    - d. If applicable to the Work to be performed: Exterior insulation finish systems
    - e. If applicable to the Work to be performed: Subsidence or Earth Movement
  
  4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.
- C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).
1. Combined Bodily Injury and Property Damage Liability
    - a. Combined Single Limit (each accident):                    \$1,000,000
  
    - b. Coverages: Specific waiver of subrogation
- D. WORKERS' COMPENSATION INSURANCE
1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
  
  2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor’s employees.
  
  3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers’ Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
- E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:

**CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS**

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1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- a. Each occurrence                      \$5,000,000
- b. Aggregate                                \$5,000,000

**F. BUILDER’S RISK INSURANCE – For any construction project, provide the following coverage:**

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).
  - a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
  - b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
  - c. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.
2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

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3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.
4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.
5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

**G. POLLUTION LIABILITY INSURANCE**

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
  - a. Pollution Liability policy must include contractual liability coverage.
  - b. Hernando County School Board must be included as additional insureds on the policy.
  - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

**H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:**

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

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Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

**I. PAYMENT AND PERFORMANCE BOND**

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
  - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
    - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
    - ii. The project number assigned by the Owner
    - iii. The bond number assigned by the surety
    - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
  - b. The amount of the bond shall equal the full amount of the Contract Sum.
  - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

**CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

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- d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.
  
- e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

**STANDARD ADDENDUM TO AGREEMENTS WITH  
THE HERNANDO COUNTY SCHOOL BOARD**

**WHEREAS**, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

**WHEREAS**, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

**WHEREAS**, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

**WHEREAS**, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum, and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year,

## EXHIBIT D

the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida.. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter (“Court”) have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Neither Party shall waive the right to a trial by jury.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party’s performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

## EXHIBIT D

12. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

13. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

14. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

15. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

16. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and

## EXHIBIT D

expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, [Ellerman\\_a@hcsb.k12.fl.us](mailto:Ellerman_a@hcsb.k12.fl.us) or (352) 797-7009.**

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

17. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such

**EXHIBIT D**

student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.


18. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.

19. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

20. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

***Signed and dated by authorized representatives as provided below:***

**Contractor:**

  
Printed Name: Thomas Sizemore  
Title: President  
Date: 3/30/20

Approved as to Legal Sufficiency  
Caroline I. Mockler, Esq.  
Staff Counsel, HCSD  
1:58 pm, 02/17/2026

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: T.E. Underground, Inc.  
Vendor FEIN: 26-2890138  
Vendor's Authorized Representative Name and Title: Thomas Sizemore, President  
Address: 7450 SW 38th Ave  
City: Ocala State: FL ZIP: 34476  
Phone Number: 352 867 1060  
Email Address: thmsizemore@aol.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

The Hernando County School District, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [Signature]  
AUTHORIZED SIGNATURE

Print Name and Title: Thomas Sizemore, President

Date: 3/30/20

Approved as to Content & Form  
Caroline Mocker, Esq.  
Staff Counsel, HCSD  
8:46 am, 04/25/2025

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas Sizemore

Title: President

Signature: 

Date: 3/30/20

Approved as to Content & Form  
Caroline Mocker, Esq.  
Staff Counsel, HCSD  
8:49 am, 04/25/2025


**CONFLICT OF INTEREST**

**EXHIBIT E**

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

**SECTION I**

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

  
\_\_\_\_\_  
Signature of Officer/Agent authorized

T & C Underground, Inc.  
Company Name

Thomas Szemure  
Print Name

7450 SW 38th Ave  
Business Address

Ocala, FL 34474  
City, State, Zip Code

**SECTION II**

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Approved as to form

*(Date and Title of Approver)*

General Counsel, HCSB

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature of Officer/Agent authorized

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

<b>A. Item Currently Budgeted -</b>							
Account Name	1/2 Cent and Millage Funding source- Spring Hill Elementary Parking Improvement project						
Account Number	3983/3730E	7400	6700	0211	M2230		
	Fund	Function	Object	Cost Center	Project	Sub Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
						=	Present Request
							=
\$ 1,216,500.00		\$ 0.00		\$ 0.00		\$ 1,216,500.00	\$ 1,216,500.00
						\$ 0.00	

Account Name							
Account Number							
	Fund	Function	Object	Cost Center	Project	Sub Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
						=	Present Request
							=
\$		\$		\$		\$	\$

<b>B. Item Currently Not Budgeted -**</b>							
Funding Source							
Account Name							
Account Number							
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount \$							

Funding Source							
Account Name							
Account Number							
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount \$							

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	
Prior Year Actual Spent:	

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 19. 26-3678**

4/14/2026

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**Title and Board Action Requested**

Approve the renewal of bid no. 22-968-39 RN, Plumbing Repairs & Services and Parts, awarded to Balanced Mechanical & Plumbing Services, LLC and Charlie's Plumbing, Inc. and authorize purchases of goods and services for an estimated annual spending of \$60,000.00.

**Executive Summary**

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of Bid No. 22-968-39 RN, Plumbing Repairs & Services and Parts, awarded to Balanced Mechanical & Plumbing Services, LLC and Charlie's Plumbing, Inc. and authorize purchases of related Plumbing Repairs & Services and Parts for an estimated annual spending of \$60,000.00.

**My Contact**

Director of Maintenance  
Joseph Rychcik  
8008 Mobley Road  
Brooksville, FL 34601

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 22-968-39 RN**

**Bid Title: Plumbing Repairs & Services and Parts**

*Recommend approval of this agenda item under the specific category below:*

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Lowest Bid(s)         | <input type="checkbox"/> Request for Proposal(s)        | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award         | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source                      | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Cancellation | <input type="checkbox"/> Revision/Amendment to Bid      | <input type="checkbox"/> Bid Extension                    | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Piggyback Cooperative |   |   |   |

**Bid Contract Period:**

**05/10/2026 through 05/09/2027**

One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining

Length of  
Each Term (month)

Length of  
Each Term (year)

None

**Rationale/Reason:** Renewal of Contract

**Bidders Electronically  
Downloaded From Bidnet  
Direct Website:** N/A

**Bids Received:**

**No Bids:**

**Late Bids:**

**Rejected Bids:**

**N/A – Bids Not  
Required: Renewal**

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Joseph Rychcik  
Director of Maintenance

**Department(s):** Support Operations

Recommended award, description of items and prices: (See attached)

**T/C CODE: 2239**

This tabulation establishes a contract with experienced, qualified, bonded and licensed contractors to provide plumbing repairs and services. This contract is based on firm hourly rates, to include all supervision, personnel, materials, supplies, equipment, vehicles, etc., to provide services as requested, to district sites. All fees, charges and expenses of any kind, (travel time, gas, etc.) shall be included in the hourly rates, excluding costs for required parts, supplies and materials, unless supplies and materials will be provided by the district. NO additional costs/expenses shall be permitted, except as stated in the bid documents.

**Balanced Mechanical & Plumbing Services, LLC**

<b>1. Labor Rates</b> (Straight Time) During normal or regular business hours, Monday-Friday, 7:00 am to 4:00 pm:	Foreman w/Truck	\$90.00/hour
	Supervisor w/Truck	\$90.00/hour
	Journeyman	\$60.00/hour
	Helper	\$60.00/hour
<b>2. Labor Rates</b> Schools not in session, nights, weekends & holidays:	Foreman w/Truck	\$180.00/hour
	Supervisor w/Truck	\$180.00/hour
	Journeyman	\$120.00/hour
	Helper	\$120.00/hour
<b>3. Subcontractor-Percentage Mark-Up</b> If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the District. A copy of Subcontractor’s Invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.  <i>Subcontractor’s services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	10%	
<b>4. Materials &amp; Supplies- Percentage Mark-Up</b> Indicate your percentage mark-up on manufacture’s list price for parts, supplies & materials, regardless of the manufacturer.	20%	
<b>5. Equipment Rental- Percentage Mark-Up</b> Indicate your percentage mark-up on the cost of rental equipment that may be needed for particular projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive  <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project)</i>	10%	

State Labor (Workmanship Warranty): 1 Year  
 Manufacturers Standard One (1) Year Equipment/Parts Warranty Applies: Yes  
 Additional Pricing/Fees: Fuel Surcharge Fee \$95.00  
 Ability to repair and install domestic underground water line up to 6” in diameter: Yes  
 Ability to repair and install sew lines up to 8” in diameter: Yes

**Contact:**

Tylar VanGorp 1865 NE Jacksonville Road  
 (352) 351-5560 Ocala, FL 34470  
 (352) 843-4081 (cell)  
[tvangorp@balancedmech.com](mailto:tvangorp@balancedmech.com)  
[bids@balancedmech.com](mailto:bids@balancedmech.com)

**Charlie's Plumbing, Inc.**

<b>1. Labor Rates</b> (Straight Time) During normal or regular business hours, Monday-Friday, 7:00 am to 4:00 pm:	Foreman w/Truck	\$100.00/hour
	Supervisor w/Truck	\$100.00/hour
	Journeyman	\$100.00/hour
	Helper	\$100.00/hour
<b>2. Labor Rates</b> Schools not in session, nights, weekends & holidays:	Foreman w/Truck	\$150.00/hour
	Supervisor w/Truck	\$150.00/hour
	Journeyman	\$150.00/hour
	Helper	\$150.00/hour
<b>3. Subcontractor-Percentage Mark-Up</b> If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the District. A copy of Subcontractor's Invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.  <i>Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	25%	
<b>4. Materials &amp; Supplies- Percentage Mark-Up</b> Indicate your percentage mark-up on manufacture's list price for parts, supplies & materials, regardless of the manufacturer.	40%	
<b>5. Equipment Rental- Percentage Mark-Up</b> Indicate your percentage mark-up on the cost of rental equipment that may be needed for particular projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.  <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project)</i>	25%	

State Labor (Workmanship Warranty)	1 Year
Manufacturers Standard One (1) Year Equipment/Parts Warranty Applies	Yes
Additional Pricing/Fees:	N/A
Ability to repair and install domestic underground water line up to 6" in diameter:	Yes
Ability to repair and install sew lines up to 8" in diameter:	Yes

**Contact:**

Cathy Montero  
 321 West Jefferson Street  
 Brooksville, FL 34601  
 (352) 754-8400  
[cathy@charlies-plumbing.com](mailto:cathy@charlies-plumbing.com)

Charlie Jorgensen  
 (352) 754-8400  
[charlie@charlies-plumbing.com](mailto:charlie@charlies-plumbing.com)

<b>A. Item Currently Budgeted -</b>										
Account Name <u>2025-2026 Maintenance General Fund Plumbing Repairs Account</u>										
Account Number	<u>1100 E</u>	<u>8100</u>	<u>3500</u>	<u>9503</u>	<u>49500</u>					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ <u>28,000.00</u>		\$		\$ <u>22,539.41</u>		\$ <u>5,460.59</u>		\$ <u>5,000.00</u>		\$ <u>460.59</u>
<b>2025-2026 Various Maintenance Repairs Accounts</b>										
Account Number	<u>1100/1110 E</u>	<u>8100</u>	<u>3500</u>	<u>95XX</u>	<u>49500</u>					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$ <u>50,000.00</u>		\$		\$

<b>B. Item Currently Not Budgeted -**</b>							
Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$ _____						
Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$ _____						

<b>C. History</b>	
Check one:	
Prior Year Budget:	<input checked="" type="checkbox"/>
New for Current Year:	<input type="checkbox"/>
Prior Year Approved Budget:	\$ <u>0.00</u>
Prior Year Actual Spent:	\$ <u>0.00</u>

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 20. 26-3680**

4/14/2026

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**Title and Board Action Requested**

Approve the Renewal of Bid No. 24-315-28 RN: Epoxy Resin Composition Flooring: New Installation, Repairs and Related Services, awarded to Scaife Enterprises and authorize the purchase of services for an estimated annual spending of \$180,000.00.

**Executive Summary**

The Manager of Environmental Services, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of Bid No. 24-315-28 RN: Epoxy Resin Composition Flooring: New Installation, Repairs and Related Services awarded to Scaife Enterprises and authorize the purchase of services district-wide for an estimated annual spending of \$180,000.00.

**My Contact**

Robert Kublick  
Manager of Environmental Services  
352-797-7063 Ext: 71439

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheets.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 24-315-28 RN**

**Bid Title: Epoxy Resin Composition  
Flooring: New Installation, Repairs and  
Related Services**

*Recommend approval of this agenda item under the specific category below:*

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s)        | <input type="checkbox"/> Request for Proposal(s)        | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award        | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole/Single Source               | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract         | <input type="checkbox"/> Extension of Contract            | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction     | <input type="checkbox"/> Piggyback Cooperative          | <input type="checkbox"/> Responsive/Responsible Bidders   |   |

**Bid Contract Period:** 05/14/2026 through 05/13/2027

N/A – One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining  
- 2 -

Length of  
Each Term (month)

Length of  
Each Term (year)  
- 1 -

None

**Rationale/Reason:**

Bidders Electronically  
Downloaded From  
Bidnet Direct Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

N/A – Bids Not  
Required: Renewal

**Submitted By:** Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:** Robert Kublick  
Manager of Environmental Services

**Department(s):** Maintenance

Recommended award, description of items and prices: (See attached)

**T/C CODE: 2428**

This tabulation sheet establishes a contract with qualified supplier(s) to provide for the removal, installation, and repairs of Epoxy Resin Composition Flooring throughout the Hernando County School District securing firm fixed hourly labor rates and firm percentage (%) to include all labor, supervision, materials, equipment, personnel, vehicles, travel, fuel, etc. No additional charges will be authorized except as noted. Services will be required for district facilities, including portables, on an as needed basis, districtwide.

### Scaife Enterprises, Inc.

Description	Rate
<b>1. Labor Rates</b> (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Supervisor	\$ 75.00 / Hour
Installer	\$ 51.00 / Hour
<b>2. Labor Rates</b> Schools not in Session, Nights, Weekends & Holidays:	
Supervisor	\$ 90.00 / Hour
Installer	\$ 66.00 / Hour
<b>3. Subcontractor - Percentage Mark-Up</b> If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive.  <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project). Subcontractors must be manufactured authorized to install Dex-O-Tex Décor Flor Product</i>	15 %
<b>4. Materials &amp; Supplies – Percentage (%) Mark-Up (+)</b> Indicate your percentage mark-up on <i>Dex-O-Tex Décor-Flor</i>	15 %

**Warranty Information:**

Dex-O-Tex Décor-Flor Product Warranty: One (1) Year  
 Service/Workmanship Warranty: One (1) Year

**Subcontractors:** N/A

**Contact Information**

William R. Scaife  
 Phone Number: (352)588- 2662  
 Email: bill@scaifeenterprises.com

**A. Item Currently Budgeted -**

Account Name <u>2025-2026 District Wide Custodial Accounts</u>										
Account Number		<u>1100 E/3XX</u>	<u>7400/8100</u>	<u>3500 / 6850</u>	<u>district wide</u>	<u>district wide</u>				
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$		\$ 55,000.00		\$

Account Name _____										
Account Number		_____	_____	_____	_____	_____	_____			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$		\$		\$

**B. Item Currently Not Budgeted -\*\***

Funding Source _____										
Account Name _____										
Account Number		_____	_____	_____	_____	_____	_____			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	_____								

Funding Source _____										
Account Name _____										
Account Number		_____	_____	_____	_____	_____	_____			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	_____								

**C. History**

Check one:  
**Prior Year Budget:**   
**New for Current Year:**

Prior Year Approved Budget: \$ 0.00  
 Prior Year Actual Spent: \$ 0.00

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
 (For Donations, use Section B)

**A. Item Currently Budgeted -**

**Food and Nutrition Services - Food Service Equipment**

Account Name	Food and Nutrition Services - Food Service Equipment					
Account Number	4110E	7600	3500	9002	00100	00000
	Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
\$ 275,000.00		\$ 442,107.00		\$ 247,354.00		\$ 125,000.00
				-	Present Request	=
					\$ 152,354.00	Remaining Balance Available

Account Name	_____					
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
\$ _____		\$ _____		\$ _____		\$ _____
				-	Present Request	=
					\$ _____	Remaining Balance Available

**B. Item Currently Not Budgeted -\*\***

Funding Source	_____					
Account Name	_____					
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

Funding Source	_____					
Account Name	_____					
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

**C. History**

Check one:  
 Prior Year Budget:   
 New for Current Year:

Prior Year Approved Budget: \$ \_\_\_\_\_  
 Prior Year Actual Spent: \$ \_\_\_\_\_

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 21. 26-3686**

4/14/2026

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**Title and Board Action Requested**

Approve the Renewal of Bid No. 22-968-38 RN, Tree Trimming Services, awarded to Hernando Tree Pros and authorize the purchase of services for an estimated annual spending of 60,000.00.

**Executive Summary**

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of Bid No. 22-968-38 RN: Tree Trimming Services, awarded to Hernando Tree Pros and authorize the purchase of services for an estimated annual spending of \$60,000.00.

Services will be provided district-wide on an as needed basis.

**My Contact**

Director of Maintenance  
Joseph Rychcik  
8008 Mobley Road  
Brooksville, FL 34601

**2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

**Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 22-968-38 RN**

**Bid Title: Tree Trimming Services**

*Recommend approval of this agenda item under the specific category below:*

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s)    | <input type="checkbox"/> Request for Proposal(s)        | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award    | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source                      | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination  | <input type="checkbox"/> Revisions/Amendments to Bid    | <input type="checkbox"/> Bid Extension                    | <input type="checkbox"/> Emergency                |
| <input type="checkbox"/> Reversed Auction | <input type="checkbox"/> Piggyback Cooperative          |   |   |

**Bid Contract Period:**

**04/26/2026 through 04/25/2027**

N/A – One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining

Length of  
Each Term (month)

Length of  
Each Term (year)

None

**Rationale/Reason:** Renewal of Contract.

Bidders Electronically  
Downloaded From Bidnet  
Direct Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

N/A – Bids Not  
Required: Renewal

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Joseph Rychcik  
Director of Maintenance

**Division(s):** Support Operations

Recommended award, description of items and prices: (See attached)

**T/C CODE: 2238**

This award establishes a contract with vendor(s) to provide all personnel, labor, supervision, materials, equipment and clean-up services including, but not limited to, trim, hedge or remove and grind stumps of shade and ornamental trees, including brush and hedge trimming and removal at various locations, on an as needed basis, county wide, for the specified contract period. The successful vendors will be used on a rotating basis, as jobs become available throughout the district.

- Bid pricing for felling, trimming and debris removal shall be based upon a **per crew hour rate**. A crew shall consist of a minimum of three (3) persons, one of which must be a qualified supervisor. The vendor is responsible for providing **all** the equipment necessary to complete the required jobs. All fees, charges and expenses of any kind (travel time, gas, etc.) shall be included in the rates. The bid unit pricing (below) shall apply, regardless of the equipment required or the size of the tree to be removed and shall remain firm throughout the initial term of the contract.
- Stump grinding and backfill should be priced based on a rate of **per inch of tree diameter**.

## Hernando Tree Pros

Description	Per Crew Hourly Rate (Minimum of three (3) person crew)
<b>Work performed during normal or regular business hours, Monday-Friday 7:00 am to 4:00 pm</b>	
Tree Felling, Trimming and Removal of Debris – 3 person crew	\$ 400.00 / Hour
Additional person crew required on certain larger, more complicated projects (per additional person)	\$ 50.00 / Hour
Stump Grinding – 6” below grade	\$ 1.50 / per Inch
<b>Work performed during Nights, Weekends &amp; Holidays</b>	
Tree Felling, Trimming and Removal of Debris – 3 person crew	\$ 600.00 / Hour
Additional person crew required on certain larger, more complicated projects (per additional person)	\$ 100.00 / Hour
Stump Grinding – 6” below grade	\$ 2.50 / per Inch
<b>Additional Requested Pricing</b>	
<b>Subcontractor</b> – Percentage Mark-Up Mark-up to be added to vendor cost and included in requests for payment to the District. Copy of the subcontractor’s invoice may be requested at any time for verification purposes. (Subcontractors(s) shall not be used for the work or services requested, unless prior authorization from the Maintenance and/or Facilities Operations Department(s) is obtained. All such authorization shall be directed in writing. (Indicate N/A if not applicable)	N/A
<b>Supplies</b> – Percentage Mark-Up for supplies/material (if applicable) regardless of manufacturer	N/A
<b>Rental Equipment</b> – Percentage Mark-Up for Special Equipment (if applicable) The vendor is responsible for providing <b>all</b> equipment necessary to complete the required jobs. In the event “specialty” type equipment may be needed to provide the service, the rental of equipment may be necessary. All rental equipment needed to complete the service(s) requires prior authorization from the Maintenance and/or Facilities Department(s). All such authorizations shall be directed in writing. (Indicate N/A if not applicable)	N/A

### Contact Information:

Name: Jeremy Suarez  
 Phone: 352-279-7688  
 Email: info@hernandotreepros.com

A. Item Currently Budgeted -										
Account Name <u>2025-2026 Maintenance General Fund "Other Purchased Services" Account</u>										
Account Number	<u>1100 E</u>	<u>8100</u>	<u>3900</u>	<u>9500</u>	<u>49500</u>					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 22,000.00		\$ 18,587.01		\$ 3,412.99		\$ 3,000.00		\$ 412.99		
Account Name <u>2025-2026 Maintenance General Fund Various Accounts</u>										
Account Number	<u>1100 E</u>	<u>8100</u>	<u>XXX</u>	<u>95XX</u>	<u>49500</u>					
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$ 57,000.00		\$		

B. Item Currently Not Budgeted -**							
Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$	_____					
Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
	Fund	Function	Object	Cost Center	Project	Sub Project	
Amount	\$	_____					

C. History	
Check one:	
Prior Year Budget:	<input checked="" type="checkbox"/>
New for Current Year:	<input type="checkbox"/>
Prior Year Approved Budget:	\$ <u>14,500.00</u>
Prior Year Actual Spent:	\$ <u>14,500.00</u>

\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\*



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 22. 26-3688**

4/14/2026

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### **Title and Board Action Requested**

Approve the piggyback of OMNIA Partners Public Sector/Region 4 Education Service Center (ESC), RFP No. R2504, contract Nos. 250402, 250403 and R250405: *Audio Visual Solutions and Services*, awarded to B&H Foto and Electronics Corp, Best Buy Stores, L.P and AVI Systems dba Forte and authorize the purchase of goods or services for an estimated annual amount of \$500,000.00.

### **Executive Summary**

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board to approve the Piggyback of OMNIA Partners Public Sector/Region 4 Education Service Center (ESC), RFP #R2504, contract Nos. 250402, 250403 and 250405: Audio Visual Equipment, Accessories, and Services, awarded to B&H Foto and Electronics Corp. dba B&H, Best Buy Stores, L.P. and AVI Systems dba Forte, for the purchase of audio visual equipment, accessories and services as needed, district-wide and authorize the spending for an estimated annual amount of \$500,000.00.

This contract is used district-wide utilizing schools and sites approved annual budgets and is to add additional vendors to our approved bid vendor list to increase competition and lower costs.

HCSB Bid No. 26-204-29 PB has been assigned for internal tracking purposes.

### **My Contact**

Joseph Amato  
Director of Technology and Information Services  
(352) 797-7006 ext. 70102  
Amato\_j1@hcsb.k12.fl.us

### **2023-28 Strategic Focus Area**

Priority 5: Fiscal Transparency and Capital Planning

### **Financial Impact**

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

# PURCHASING AGENDA ITEM

Hernando County School District

**School Board Approval Meeting:**

**April 14, 2026**

**Bid No. 26-204-29 PB**

**Bid Title: Audio Visual Solutions and Services**

*Recommend approval of this agenda item under the specific category below:*

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Lowest Bid(s)                    | <input type="checkbox"/> Request for Proposal(s)     | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation   |
| <input type="checkbox"/> Revised Award                    | <input type="checkbox"/> Renewal of Contract         | <input type="checkbox"/> Sole Source                      | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination                  | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension                    | <input type="checkbox"/> Emergency                |
| <input checked="" type="checkbox"/> Piggyback Cooperative |  |   |   |

**Bid Contract Period:**

**04/14/2026 through 09/30/2028**

N/A – One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed Unit Prices,  
Hourly Rates, Fees and/or  
Percentages

**Renewal Options:**

No. of Terms  
Remaining  
2

Length of  
Each Term (month)

Length of  
Each Term (year)  
1

None

**Rationale/Reason:** Piggyback of OMNIA Partners Public Sector/Region 4 Education Service Center (ESC), RFP #R2504, contract Nos. 250402 & 250403: Audio Visual Solutions and Services. Hernando County School District Bid #26-204-29 PB has been assigned for internal tracking purposes. This contract is utilized district-wide using established approved budgets

**Bidders Electronically  
Downloaded From BidNet  
Direct Website:** n/a

**Bids Received:**

**No Bids:**

**Late Bids:**

**Rejected Bids:**

**N/A – Bids Not  
Required:** Piggyback

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Joseph Amato  
Director of Technology Information Services

**Department:** TIS

**T/C CODE: 2629**

## **Awarded Vendors:**

### **B&H Foto and Electronics Corp. dba B&H**

Avery Nesmith  
(212) 239-7500

[florida@bhphoto.com](mailto:florida@bhphoto.com) (quotes, purchase orders, general support)  
[b2bsupport@bhphoto.com](mailto:b2bsupport@bhphoto.com) (account user information)

Customer Service: (800) 947-8003

Pricing Discount: 0.5% – 25% off retail pricing, B&H Full Catalog.  
An online account is needed to obtain school district pricing and discounts. Email [b2bsupport@bhphoto.com](mailto:b2bsupport@bhphoto.com) for assistance with user account setup.

### **Best Buy Stores, L.P.**

Dennis Pagan  
612-292-0326

[dennis.pagan@bestbuy.com](mailto:dennis.pagan@bestbuy.com)

Pricing Discount: 0% - 15% off products and accessories by manufacturer.

Best Buy Education – <https://www.bestbuy.com/education>  
(800) 304-7955

### **AVI Systems, DBA Forte**

Rebecca Duke  
(904) 544-9284 or (352) 278-0153

[rebecca.duke@ourforte.com](mailto:rebecca.duke@ourforte.com)  
[www.ourforte.com](http://www.ourforte.com)

Pricing Discount: 5% - 15% off products and accessories by manufacturer.  
Labor Rates: Zone 4 (Florida) – See Purchasing Department for complete list of manufactures and Professional Services.

### **Notes:**

- This contract is not to be used for the purchase of computers or technology-related products (laptops, desktops, tablets, iPads, etc.), which are covered under a separate approved contract.
- Best Buy Stores, L.P. - Is not federally compliant and purchases cannot be made utilizing federal funds (contact Purchasing Department).

**A. Item Currently Budgeted -**

General Fund/Special Revenue/ Internal Accounts										
Account Name	11xx/4xxx/80xx		various	6480/6420/5xxx/7xxx	various	various				
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 500,000.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Account Name	_____		_____	_____	_____	_____				
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**B. Item Currently Not Budgeted -\*\***

Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
Amount \$	_____						

Funding Source	_____						
Account Name	_____						
Account Number	_____	_____	_____	_____	_____	_____	_____
Amount \$	_____						

**C. History**

Check one:  
 Prior Year Budget:   
 New for Current Year:

Prior Year Approved Budget: \$ \_\_\_\_\_  
 Prior Year Actual Spent: \$ \_\_\_\_\_

**\*\* WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT\*\***



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 23. 26-3701**

4/14/2026

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**Title and Board Action Requested**

Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

**Executive Summary**

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

**My Contact**

Ray Pinder  
Superintendent of Schools

**2023-28 Strategic Focus Area**

Other

**Financial Impact**

There is no financial impact.

## NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form  
from being presented to the Board Chair.

LEGAL NAME/PRINTED: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

Identify topics **not** included on the agenda. Topics need to address educational concerns.

TOPIC: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the Board Meeting is called to order.
- The HCSD Code of Civility is in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

*My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:*

Signature of speaker: \_\_\_\_\_

Chairperson's Approval of form: \_\_\_\_\_

<b>FOR OFFICE USE ONLY:</b>
Date Received: _____
Time Received: _____

# Hernando County School Board

## CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

\*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.