



# Hernando School District

## School Board Regular Meeting

### Agenda - Final

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Tuesday, April 28, 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 Winding Waters K8

#### SCHOOL SPOTLIGHT

#### ADOPTION OF AGENDA

1. [26-3731](#) Approval to adopt the agenda dated 4/28/2026.

#### ELECTED OFFICIALS

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

2. [26-3733](#) 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. [26-3690](#) Recognition of the April HCSD Veteran  
**Attachments:** [Budget Sheet - NO Financial Impact \(1\)](#)
4. [26-3682](#) Recognition of the accomplishments of Mr. Dustin Kupcik, Hernando County Schools' District Athletic Director, for being named the Florida Coaches Coalition Central Region Athletic Director of the Year

**Attachments:** [Image 1](#)  
[Image 2](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**APPROVAL OF THE MINUTES**

5. [26-3732](#) Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of 4/14/2026.

**Attachments:** [04-14-26 Informal Minutes DRAFT](#)  
[04-14-26 Workshop Minutes DRAFT](#)  
[04-14-26 Regular Meeting Minutes DRAFT](#)

**PUBLIC HEARING ITEMS (WHITE SPEAKER FORMS)**

6. [26-3572](#) Public Hearing and Final Approval of Neola Policy - 5460 Graduation Requirements. This item was tentatively approved at the March 24, 2026, Board Workshop.

**Attachments:** [po5460 Graduation Requirements](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

7. [26-3650](#) Public Hearing and Approval of Neola Policy 5517 Anti-Harassment. This item was tentatively approved at the March 24, 2026, Board Workshop.

**Attachments:** [po5517 Anti-Harassment revised 4.2.26](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

**EXPULSION RECOMMENDATIONS**

8. [26-3716](#) Enter a Final Order Expelling the Student in Case No. E2026-04-01 for one (1) year with educational services.

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

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

9. [26-3734](#) Citizen Input on agenda items (Green Form)

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

**ADOPTION OF CONSENT AGENDA (Item # 10 - 22)****Personnel Recommendations**

10. [26-3719](#) Approval of the Personnel Recommendations

**Attachments:** [25-26 BOARD AGENDA APRIL 28 2026](#)  
[4-28-26 CORE OOF Board Agenda](#)  
[ESOL - 4.28.26 agenda](#)  
[2026 Inst. Supplements & Differentiated Pay for 4-28-2026](#)  
[2026 Noninst., PTS & Adm. Supplements for 4-28-2026](#)

**All Other Teaching & Learning Agenda Items**

11. [26-3697](#) Approve an out of state overnight field trip for Weeki Wachee High School FBLA students to attend the FBLA National Leadership Conference from June 28- July 3, 2026 in San Antonio, TX.

**Attachments:** [WWHS FBLA Texas SB letter](#)  
[WWHS FBLA Texas Budget breakdown](#)  
[WWHS FBLA Texas Budget REV](#)

12. [26-3707](#) Approve an overnight field trip for Central High School's NJROTC Cadets to Cape Coral, Florida, to attend a camp for the marksmanship team, on June 15 - 19, 2026.

**Attachments:** [CHS - Cape Coral 061526 Cover Sheet](#)  
[CHS - Cape Coral 061526 2- Budget Sheet](#)

13. [26-3708](#) Approve the Overnight Field Trip for F.W. Springstead High School Yearbook Club to St. Petersburg, Florida to Attend the Florida Yearbook Seminar from June 16, 2026 - June 18, 2026.

**Attachments:** [SHS Budget Sheet - Florida Yearbook Seminar](#)

14. [26-3712](#) Approve the Overnight Field Trip for Hernando High School Students to Attend the 2026 Florida FFA State Convention in Orlando, Florida from June 15 - 19, 2026

**Attachments:** [Budget Sheet FFA](#)

**All Other Support Operations Agenda Items**

15. [26-3718](#) Approval of the Proportionate Share Mitigation Agreement with Springside Crossing.

**Attachments:** [26-3718 Springside Crossing PSMA - Applicant Signed](#)  
[26-3718 Budget Sheet NO Financial Impact](#)

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

16. [26-3691](#) Approve the renewal of the piggyback of Polk State College, RFP #2018-01, Banking Services, awarded to Truist Bank for banking services.

**Attachments:** [21-946-14 PB RN Banking Services \(04-28-2026\)](#)  
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC \(6\)](#)

17. [26-3696](#) Approve the piggyback of Pasco County Schools, RFP No. 26-028-SD: Emergency Lock and Key Services, awarded to Tri-County Locksmith of the Suncoast, Inc and approve expenditures for an estimated annual amount of \$65,000.00.

**Attachments:** [26-029-38 PB Emergency Lock and Key Services \(04-28-26\)](#)  
[Emergency Lock Budget Sheet with Financial Impact 092021](#)

18. [26-3702](#) Approve the renewal of the piggyback of Sourcewell Cooperative Contract No. 031022: Athletic Surfaces with Installation, Related Equipment, Materials and Services, awarded to Gerflor USA, Inc. and authorize the purchase of services for an estimated annual amount of \$100,000.00.

**Attachments:** [25-968-41 PB RN Athletic Surfaces \(04-28-26\)](#)  
[Budget Sheet Athletic Surfaces W Install](#)

19. [26-3703](#) Award RFQ #9009-2601-1001, Construction Manager Services for HVAC Replacement for Powell Middle School, to Williams Company Tampa for construction goods and services, and authorize the purchase of said goods and services for \$8,500,000.00, which includes pre-construction services for \$85,000.00 using half-cent funds.

**Attachments:** [26-3703 CM RFQ for PMS HVAC 9009-2601-1001](#)  
[26-3703 Williams Co Powell MS HVAC Presentation](#)  
[26-3703 Score & Rankings Appendix A2 PMS HVAC CM Services](#)  
[Step2](#)  
[26-3703 A133-2019 with Exhibits Signed](#)  
[26-3703 Budget Sheet PMS HVAC Pre-Construction](#)

20. [26-3706](#) Approve the piggyback of the Sourcewell Cooperative, RFP No. 010925 Contract Nos. 010925-MBI, 010925-BAN, 010925-VRM: Tree Maintenance Equipment, Attachments & Accessories, awarded to Morbark, LLC., Bandit Industries, Inc., & Vermeer Manufacturing Company dba Vermeer Corporation and authorize the purchase of related goods and services for an estimated annual spending of \$60,000.00.

**Attachments:** [26-020-41 PB Tree Maintenance \(04-28-26\)](#)  
[Budget Sheet Tree Maint Equip 2026](#)

- 21. [26-3711](#) Approve the Purchase and Implementation for the Hand2Mind Program and Authorize the Issuance of Purchase Orders in an Estimated Amount of \$78,637.63

**Attachments:** [Hand2Mind QUO041666 3](#)  
[Hand2Mind QUO040971](#)  
[Hand2Mind Procurement Exemption](#)  
[Policy 6320](#)  
[Policy 6325](#)  
[Procurement Exemption Approval Email](#)  
[Federal Terms & Conditions](#)  
[Budget Sheet Hand2Mind](#)

**All Other Safe Schools Agenda Items**

- 22. [26-3695](#) Accept notification of the Florida School Safety Compliance Inspection Report for Quarter 3 to document compliance with safety requirements.

**Attachments:** [2025-2026\\_Q3\\_HERNANDO\\_District\\_Inspection\\_Report\\_26-3695](#)  
[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)**

- 23. [26-3735](#) 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 May 12, 2026:  
 1:00 PM - Informal Meeting  
 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.



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 1. 26-3731**

4/28/2026

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**Title and Board Action Requested**

Approval to adopt the agenda dated 4/28/2026.

**Executive Summary**

The Superintendent of Schools, hereby requests the Board adopt the agenda dated 4/28/2026.

**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. 26-3733**

4/28/2026

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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. 26-3690**

4/28/2026

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**Title and Board Action Requested**

Recognition of the April HCSD Veteran

**Executive Summary**

The Director of Communications, on behalf of the Superintendent of Schools, hereby wishes to recognize the April HCSD Veteran.

**My Contact**

Aaron Ellerman  
Director of Communications  
(352) 797-7009 ext. 70129

**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.

<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 # 4. 26-3682**

4/28/2026

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**Title and Board Action Requested**

Recognition of the accomplishments of Mr. Dustin Kupcik, Hernando County Schools' District Athletic Director, for being named the Florida Coaches Coalition Central Region Athletic Director of the Year

**Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to recognize the accomplishments of Mr. Dustin Kupcik, Hernando County Schools' District Athletic Director, for being named the Florida Coaches Coalition Central Region Athletic Director of the Year.

This prestigious honor is awarded to athletic administrators who demonstrate exceptional leadership, commitment to student-athletes, and a dedication to advancing athletic programs at both the local and regional levels. Mr. Kupcik's leadership has had a significant impact on the success, integrity, and growth of athletic programs across Hernando County.

Through his work, he has strengthened opportunities for student participation, supported coaches and school-based athletic directors, and ensured that our programs reflect the highest standards of sportsmanship and excellence. His recognition at the regional level brings positive distinction to Hernando County Schools and highlights the quality of leadership within our district.

**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**

Other

**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.



**Dustin Kupcik**  
**Hernando**



**FLORIDA**  
**2025 COACH OF THE YEAR AWARDS**



<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 # 5. 26-3732**

4/28/2026

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**Title and Board Action Requested**

Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of 4/14/2026.

**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

## School Board Informal Meeting

### Minutes - Draft

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Tuesday, April 14, 2026

1:00 PM

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

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#### CALL TO ORDER

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

**Absent** Board Chair Kayce Hawkins

*The Informal Meeting was called to order at 1:02 P.M. Also present were Caroline Mockler, Staff Attorney, and Ray Pinder, Superintendent. Kayce Hawkins was absent. Shannon Rodriguez presided over the meeting.*

#### 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:*

- Procedure for someone going to present awards at schools in regard to background checks
- Working with Wilton Simpson Technical College on different programs for helpers
- Today is "Day of Remembrance" (Holocaust)

*Bonczek:*

- Shout-out to schools that did activities for different awareness days

*Rodriguez:*

- School walk-throughs
- Maintenance Update - will be brought to a workshop
- Milo Doll (ESE) - Mr. Pinder to get data

#### ADJOURNMENT

*This meeting adjourned at 1:35 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 Workshop

### Minutes - Draft

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Tuesday, April 14, 2026

2:00 PM

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

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#### CALL TO ORDER

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

**Absent:** Board Chair Kayce Hawkins

*The Workshop was called to order at 2:00 P.M. Kayce Hawkins was absent. Shannon Rodriguez presided over the meeting. Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent were also present.*

#### PRESENTATIONS

1. [26-3672](#) Review of You Thrive Elementary School of Brooksville STEAM Charter Proposal

**Attachments:** [You Thrive Brooksville Steam Notice of Intent](#)  
[90 Day Extension Agreement](#)  
[Complete Brooksville Charter Application](#)  
[2026 CRC Assigned Component](#)  
[HCSD Charter Application Review Committee 2026 Overview - STEAM](#)  
[Capacity Interview Responses STEAM](#)  
[Completed STEAM Application Evaluation Instrument](#)  
[Budget Sheet](#)

*Dawn Williams, Supervisor of School Choice, came forward to present this item. Nineteen sections were rated as "meets the standard". No sections were rated as "partially meets the standard", or as, "does not meet the standard". The committee voted 15-1 to approve the application. This item will be brought back to the May 12th board meeting for action. Mr. Johnson questioned the number of students and grade levels.*

2. [26-3673](#) Review of You Thrive Elementary Academy for Creative Excellence Spring Hill Charter Proposal

**Attachments:** [You Thrive Spring Hill Creative Notice of Intent](#)  
[90 Day Extension Agreement](#)  
[Complete Spring Hill Charter Application](#)  
[2026 Charter Review Committee Assigned Component](#)  
[HCSD Charter Application Review Committee 2026 Overview - Creative Academy](#)  
[SPRING Hill Capacity Interview Responses](#)  
[Completed Creative Application Instrument](#)  
[Budget Sheet](#)

*Dawn Williams, Supervisor of School Choice, came forward to present this item. Nineteen sections were rated as "meets the standard". No sections were rated as "partially meets the standard", or as, "does not meet the standard". The committee voted 16-1 to approve the application. This item will be brought back to the May 12th board meeting for action. Board members questioned the location of the schools and opening dates. Mr. Meyers will check to see if the board can reject the contract for the location.*

3. [26-3586](#) Review and tentative 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](#)

*Barbara Kidder, Assistant Superintendent of Business and Support Operations, and Caroline Mockler, Staff Attorney came forward to present this item. The board proposed some changes such as: first refusal, lowered rate, no charge for set-up/breakdown, no fee for pavilion. Questions were raised regarding the cost of a season for tennis and volleyball. Who is paying, the school or district? What properties does the City use of the districts? Dustin Kupcik, District Athletic Director to update the board on progress of fields that are being done with donations.*

## GENERAL COUNSEL

## ADDENDUM ITEMS

## GOOD OF THE ORDER/BOARD DISCUSSION

### School Board Comments

## ADJOURNMENT

*The Workshop adjourned at 2:26 P.M.*

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

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

Mission Statement

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# Hernando School District

## School Board Regular Meeting

### Minutes - Draft

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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

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

**Absent:** Board Chair Kayce Hawkins

*The Meeting was called to order at 6:03 P.M. Also present were Robert Meyers, School Board Attorney, and Ray Pinder, Superintendent. Kayce Hawkins was absent. Shannon Rodriguez presided over this meeting.*

#### REFLECTION

by Mark Johnson, Board Member

*Provided by Shannon Rodriguez, Vice Chair.*

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

#### SCHOOL SPOTLIGHT

*Mr. Ed LaRose, Principal of Weeki Wachee High School (WWHS), came forward to speak about his school. Student, Leland Wright, came forward to speak to the board. Mr. Aaron Ellerman, Director of Communications, came forward to recognize WWHS employees with 30 plus years of service.*

*Mrs. Rodriguez stated that she is going to take items out of order. She stated that in light of recent incidents involving social media activity directed at the student delegate, and for the safety of the student, she made a motion to eliminate the student delegate position. Seconded by Mr. Johnson. Discussion opened. Board members expressed their concerns regarding the recent events. Ms. Duval stated that she does not agree with eliminating this position and supports it totally. This is not the way to handle this particular situation. She stated that she would never vote to dismiss a student delegate voice on this board. Mrs. Rodriguez shared comments on her concerns with safety and what this student has gone through. She stated that the risk has already been demonstrated and it would be extremely irresponsible to continue a structure that is proven to put a student in harm's way. Mr. Johnson feels that the position is important and is not sure if this is the right time to discuss or even entertain removing the position. He believes they should table the topic to another meeting. He stated that he does not condone any attacks. Mr. Johnson made a motion to table. Mrs. Bonczek seconded the motion*

to table. She stated that no child should have to go through this and that it is their job to protect them. Jaserah stated that as the student who was attacked, she does not believe removing this position would be positive. She spoke about how hard the other students have worked in their roles and towards their goal of becoming the next student delegate to the board. Ms. Duval read a statement from Hernando's very first student delegate, Tori Hunt, who also became the sponsor for this program. Mrs. Hunt shared her support for this program. The board voted 4-0 to table.

Mr. Pinder made a statement in support of Jaserah. He stated that she has held this position with honor, commitment, and perseverance. She has unbiasedly represented her fellow classmates with dignity and respect during her tenure, and he is proud of the work she has accomplished. Mr. Pinder stated that the safety of our students are our utmost priority and we will never condone any behavior that threatens their well-being.

### **ADOPTION OF AGENDA**

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

**RESULT:**       **ADOPTED AS AMENDED**

**MOVER:**        Susan Duval

**SECONDER:** Michelle Bonczek

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

*Mr. Rodriguez stated that she finds good cause to allow:*

*- the addition of item #26-3713: Approve an overnight field trip for Hernando High School's FBLA Club Advisor, Lori Howie and the FBLA club member to attend the Florida Civics and Debate Initiative (FCDI) State Championship from April 17-19, 2026 in Sarasota, Florida.*

*- the deletion of item #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.*

*- the deletion of item #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.*

### **ELECTED OFFICIALS**

**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](#)

**RESULT:** ADOPTED

**MOVER:** Mark Johnson

**SECONDER:** Michelle Bonczek

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

**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

**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](#)

*Mr. Meyers read the instructions for this item. The following citizen's came forward to speak: Kimberly Mulrooney (item #11. 26-3675), and Lisa Masserio (item #10. 26-3669).*

**ADOPTION OF CONSENT AGENDA**

**RESULT:** APPROVED THE CONSENT AGENDA

**MOVER:** Michelle Bonczek

**SECONDER:** Susan Duval

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

**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](#)

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**All Other Teaching & Learning Agenda Items**

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**

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](#)

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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](#)
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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

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](#)
- This item was deleted from the agenda.*
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](#)
- This item was deleted from the agenda.*

#### ADDENDUM ITEMS

- [26-3713](#) Approve an overnight field trip for Hernando High School's FBLA Club Advisor, Lori Howie and the FBLA club member to attend the Florida Civics and Debate Initiative (FCDI) State Championship from April 17-19, 2026 in Sarasota, Florida.
- Attachments:** [2026 FBLA Debate State Competition Budget Sheet](#)
- RESULT:** ADOPTED
- MOVER:** Susan Duval
- SECONDER:** Mark Johnson

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

**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](#)

*Mr. Meyers read the instructions for this item. The following citizen's came forward to speak: Aimee Crisp, Cindy Gandy, Beverly Coe, Kimberly Mulrooney, Dianne Swain, Lisa Masserio, Gracie Mulrooney, Deanna Earles, and Susan Pribil.*

**INFORMATIONAL AGENDA ITEMS**

**GENERAL COUNSEL**

**SCHOOL BOARD COMMENTS**

*The board made comments on various topics such as political endorsements, and the student delegate position. Mr. Pinder addressed the incident last week at Springstead High School. He commended the actions of the students, staff and SRO for their swift response to the situation as the incident was diffused within a minute of notification.*

**ADJOURNMENT**

*This Meeting adjourned at 7:41 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 # 6. 26-3572**

4/28/2026

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**Title and Board Action Requested**

Public Hearing and Final Approval of Neola Policy - 5460 Graduation Requirements. This item was tentatively approved at the March 24, 2026, Board Workshop.

**Executive Summary**

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests the Board to approve the School Board policy update. The update is in the following section:

Section 5000 - Students

**My Contact**

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

**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.



Book	Policy Manual
Section	Volume 26 No. 1 policy 5460 Graduation Requirements
Title	Copy of GRADUATION REQUIREMENTS
Code	*po5460 fsj 1/22/26 JCM 1/28/2026 aj2/12/26
Status	
Adopted	June 13, 2017
Last Revised	June 24, 2025

**5460 - GRADUATION REQUIREMENTS**

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at a fitting graduation ceremony.

**Standards for Graduation**

For students entering grade 9 before the 2023-2024 school year.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) or eighteen (18) ACCEL credit options, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses, excluding work-related internships approved by the State Board of Education and identified in the course code directory. Any must-pass assessment requirement must be met.

**Credit Distribution**

<b>Subject</b>	<b>24 Credits</b>	<b>18 Credits</b>
English Language Arts	4	4
Mathematics	4	4
Science	3	3
Social Studies	3	3
Performing Arts, Speech & Debate or career and technical education	1	1
Physical Education	1	N/A
Electives	8	3

A financial literacy course consisting of at least one-half (1/2) credit as an elective shall be offered.

Beginning with the 2023-24 school year, high school students enrolled in the U.S. Government classes required by F.S. 1003.4282 must receive at least forty-five (45) minutes of instruction on "Victims of Communism Day" to include topics such as Mao Zedong and the Cultural Revolution, Joseph Stalin and the Soviet System, Fidel Castro and the Cuban

Revolution, Vladimir Lenin and the Russian Revolution, Pol Pot and the Khmer Rouge, and Nicolás Maduro and the Chavismo movement, and how victims suffered under these regimes through poverty, starvation, migration, systemic lethal violence, and suppression of speech.

Beginning in the 2023-2024 school year, middle school and high school students enrolled in the civics education class required by F.S. 1003.4156 or the United States Government class required by F.S. 1003.4282(3) must receive at least forty-five (45) minutes of instruction on "9/11 Heroes' Day" topics involving the history and significance of September 11, 2001, including remembering the sacrifice of military personnel, government employees, civilians, and emergency responders who were killed, wounded, or suffered sickness due to the terrorist attacks on or after that date, including, but not limited to:

- A. the historical context of global terrorism.
- B. a timeline of events on September 11, 2001, including the attacks on the World Trade Center, the Pentagon, and United Airlines Flight 93.
- C. the selfless heroism of police officers, firefighters, paramedics, other first responders, and civilians involved in the rescue and recovery of victims and the heroic actions taken by the passengers of United Airlines Flight 93.
- D. the unprecedented outpouring of humanitarian, charitable, and volunteer aid occurring after the events of September 11, 2001.
- E. the global response to terrorism and importance of respecting civil liberties while ensuring safety and security.

Receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, an Advanced International Certificate of Education completion, or the Career and Technical Education (CTE) pathway.

The twenty-four (24) credits shall be distributed as follows:

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3
Fine or performing arts, speech and debate, or career and technical education	1
Electives	7.5
Basic Physical education	1
Personal Financial Literacy and Money Management	.5

Basic training in first aid, including at least one (1) hour of cardiopulmonary resuscitation (CPR) instruction, shall be provided for students in grades 9 and 11.

High school students will be provided opportunities to take "computer science" courses and earn technology-related industry certifications to satisfy high school graduation requirements. Computer science courses and technology-related industry certifications that are identified as eligible for meeting mathematics or science requirements for high school graduation will be included in the Course Code Directory.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses as defined in F.S. 1003.01, including work-related internships approved by the State Board of Education and identified in the Course Code Directory. Such internships must be included in counseling materials and presented with courses required for graduation. However, any must-pass assessment requirements must be met.

An equivalent course is one (1) or more courses identified by content-area experts as being a match to the core curricular content of another course, based upon a review of the State academic standards and includes real-world applications of a career and technical education standard used in business or industry. An integrated course includes content from several courses within a content area or across content areas.

The earning and awarding of high school credits will be in accordance with Florida law including, but not necessarily limited to, the provisions of F.S. 1003.4282 and those identified in the Student Progression Plan.

For courses that require Statewide standardized end-of-course assessments, a minimum of thirty percent (30%) of a student's course grade shall be comprised of performance on the Statewide standardized end-of-course assessment.

In order to graduate, students must earn passing scores on the Florida State Assessment (State-mandated testing) or scores on a standardized test that are concordant with passing scores on the State-mandated testing. Additionally, a student must earn a cumulative GPA of 2.0 on a 4.0 scale.

### Students with Disabilities

A parent of a student with a disability shall, in collaboration with the Individualized Education Plan (IEP) Team during the transition planning process pursuant to F.S. 1003.5716, declare an intent for the student to graduate from high school with a standard high school diploma and a Scholar or an Industry Scholar designation, pursuant to s. 1003.4285 as determined by the parent.

A student with a disability who has not earned a standard high school diploma will be provided the required notification form as set forth in F.S. 1003.4282.

The options set forth in F.S. 1003.4282, as specified in a student's IEP, may be used to satisfy the standard high school diploma requirements. A student with a disability who meets standard high school diploma requirements may defer receipt of a standard high school diploma if the student:

- A. has an IEP that prescribes special education, transition planning, transition services, or related services through age twenty-one (21); and,
- B. is enrolled in accelerated college credit instruction pursuant to F.S. 1007.27, industry certification courses that lead to college credit, an early college program, courses necessary to satisfy the scholar designation requirements, or a structured work-study, internship, or preapprenticeship program.

~~A student with a disability who receives a certificate of completion and has an IEP that prescribes special education, transition planning, transition services, or related services through twenty one (21) years of age may continue to receive the specified instruction and services.~~

A student with a disability who has an individual education plan that prescribes special education, transition planning, transition services through twenty-one (21) years of age may continue to receive the specified instruction and services.

Any waiver of the Statewide, standardized assessment requirements by the IEP team, pursuant to F.S. 1008.22, must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent as provided for in F.S. 1003.572

### High School Diploma

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in the student's IEP including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the IEP Team.

Students may earn one (1) or more designations on their standard diploma pursuant to F.S. 1003.4285.

Each student's standard high school diploma will include, as applicable, the following designations, if the student meets the criteria:

#### A. Scholar Designation

In order to earn the Scholar Designation, the student must, in addition to the requirements for a standard high school diploma, satisfy the following:

1. English Language Arts (ELA) - When the State transitions to common core assessments, pass the 11th grade ELA common core assessment.
2. Mathematics - Earn one (1) credit in Algebra II or an equally rigorous course and one (1) credit in statistics or an equally rigorous course. When the State transitions to common core assessments, students must pass the Geometry common core assessment.
3. Science - Pass the Statewide standardized Biology I end-of-course assessment and earn one (1) credit in chemistry or physics and one (1) credit in a course equally rigorous to chemistry or physics.
4. Social Studies - Pass the Statewide standardized United States History end-of-course assessment.
5. Foreign Language - Earn two (2) credits in the same foreign language.
6. Electives - Earn at least one (1) credit in an Advanced Placement, an International Baccalaureate, an Advanced International Certificate of Education, or a dual enrollment course.

#### B. Industry Scholar Designation

In order to earn the Industry Scholar Designation, a student must, in addition to the requirements for a standard high school diploma, attain one (1) or more industry certifications on FLDOE's ~~the Florida Department of Education's~~ current "Industry Certification Funding List".

Students and parents shall be provided information about diploma designations through an online education and career planning tool, which allows students to monitor their progress toward the attainment of each designation.

#### **Florida Seal of Fine Arts Program**

Additionally, students who develop an exemplary level of proficiency in the performing or visual arts may be awarded a seal on a standard high school diploma through the ~~Florida Department of Education's (FLDOE)~~ FLDOE's Florida Seal of Fine Arts Program. Beginning with the 2024-25 school year, students are eligible for the Florida Seal of Fine Arts if they meet the following requirements:

- A. The student earned a standard high school diploma.
- B. The student completed at least three (3) year-long courses in dance, music, theatre, or visual arts with a grade of "A" or higher in each course, or earned three (3) sequential course credits in such courses with a grade of "A" or higher in each course pursuant to F.A.C. 6A-1.09441.
- C. The student completed at least two (2) of the following requirements:
  1. completed a fine arts International Baccalaureate, an Advanced International Certificate of Education, advanced placement, dual enrollment, or honors course with a grade of "B" or higher;
  2. participated in a District or Statewide organization's juried event as a selected student participant for two (2) or more years (a "juried event" means a District or Statewide organization's event where a student or group of students are judged by one (1) or more judges on the selected fine arts discipline of their choosing and receive a scored rating and written or oral feedback);
  3. recorded at least twenty-five (25) volunteer hours of arts-related community service in their community and presents a comprehensive presentation on their experiences pursuant to District procedures;
  4. submits a portfolio that demonstrates the student is an exemplary practitioner of fine arts, as described in F.A.C. 6A-1.09952; or,
  5. received District, State, or National recognition for the creation and submission of an original work of art (i.e., a musical or theatrical composition, visual artwork, or choreographed routine or performance created by the student).

The District shall maintain records showing which students earned the Florida Seal of Fine Arts and report such information to the FLDOE in accordance with F.A.C. 6A-1.0014.

#### **Honorary Diploma**

An honorary diploma may be awarded in the case of such unfortunate circumstances as the severe disability or death of a student prior to graduation. The student must have been a senior in good standing to meet the requirements of graduation established by the Board at the time of the disability/death.

### **Early Admission Program**

High school graduation by means of the Early Admission to College Program is an alternative for the college-bound student during the normal senior year in high school. When the prescribed District conditions as set forth in the student handbook have been met, the student shall be awarded a high school diploma with the regular high school graduating class. The official college transcript shall be made a part of the student's high school permanent record file.

When students leave high school as Early Admission to College Program students, they may participate in graduation exercises with their graduation class and may be ranked in the class pursuant to Policy 5430.

### **Early High School Graduation**

For the purposes of this policy, the term "early graduation" means graduation from high school in less than eight (8) semesters or the equivalent by completion of the required number of credits.

#### **For a student who enters grade 9 before the 2023-2024 school year**

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns three (3) credits in electives (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

#### **For a student who enters grade 9 in the 2023-2024 school year and thereafter**

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns two and one-half (2.5) credits in electives and one-half (.5) credit in financial literacy and money management (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

A student also has the option of early graduation if the student has completed a minimum of twenty-four (24) credits and otherwise meets the requirements for graduation.

### **Academically Challenging Curriculum to Enhance Learning (ACCEL)**

The following ACCEL options are available: whole-grade and midyear promotion; subject-matter acceleration; virtual instruction in higher grade-level subjects; and the Credit Acceleration Program described below. Additional options may be available.

Students shall be advised of courses through which they can earn college credit, including Advanced Placement, International Baccalaureate, Advanced Certificate of Education, dual enrollment, and early admission courses, and career academy courses, and courses that lead to industry certification, as well as the availability of course offerings through virtual instruction.

### **Credit Acceleration Program (CAP)**

High school credit in courses required for high school graduation may be earned through the passage of an end-of-course assessment administrated under F.S. 1008.22, an advanced placement examination, or a College Level Examination Program (CLEP). Course credit shall be awarded to a student who is not enrolled in the course, or who has not completed the course if the student attains a passing score on the corresponding end-of-course assessment, advanced placement examination, or CLEP. Public school or home education students in the District shall take the assessment or examination during the regular administration of the assessment or examination.

The District shall notify the parent of a student who is eligible to graduate early.

A student who graduates early may continue to participate in school activities and social events and to attend and participate in graduation events with the student's cohort. The student will be included in the class ranking, honors, and award determinations for the student's cohort. The student must comply with Board rules and policies regarding access to the school facilities and grounds during normal operating hours.

### **Career and Technical Education Graduation Pathway Option**

A student is eligible to complete an alternative pathway to earning a standard high school diploma through the CTE pathway option. Receipt of a standard high school diploma awarded through the CTE pathway option requires the student's successful completion of at least eighteen (18) credits. A student completing the CTE pathway option must earn at least a cumulative grade point average (GPA) of 2.0 on a 4.0 scale. In order for a student to satisfy the requirements of the CTE pathway option, **the student s/he** must meet the GPA requirement and:

**For a student who enters grade 9 before the 2023-2024 school year**

- A. meet the requirements as set forth in F.S. 1003.4282;
- B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

- C. complete two (2) credits in work-based learning programs. A student may substitute up to two (2) credits of electives, including one-half (1/2) credit in financial literacy, for work-based learning program courses to fulfill this requirement.

**For a student who enters grade 9 in the 2023-2024 school year and thereafter**

- A. meet the requirements as set forth in F.S. 1003.4282;
- B. complete two (2) credits in career and technical education; and

The courses must result in a program completion and an industry certification.

- C. complete one and one-half (1.5) credits in work-based learning programs.

The CTE pathway option to graduation will be incorporated into the District's Student Progression Plan.

**High School Equivalency Diploma**

The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16) if they have first filed a formal declaration of intent to terminate school enrollment pursuant to F.S. 1003.21 in accordance with Policy 5465 - *General Education Development (GED) Tests*. All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to Florida Department of Education FLDOE rules.

The Board shall notify each candidate for a high school equivalency diploma of adult secondary and postsecondary education options available in or near the District, including the Graduation Alternative to Traditional Education Program under F.S. 1004.933, as well as the eligibility requirements and any minimum academic requirements for each available option.

**Certificate of Completion**

A student who completes the minimum number of credits and other requirements for graduation but cannot earn a passing score on the State mandated testing, achieve a cumulative grade point average of 2.0 on a 4.0 scale or its equivalent, or complete all other applicable requirements prescribed by the Board pursuant to Florida statutes shall be awarded a certificate of completion in a form prescribed by the State Board of Education.

~~A student who is entitled to a certificate~~ may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies. **The Board will provide each student who fails to earn a standard diploma under this paragraph a document from the FLDOE detailing available postsecondary options,**

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~~A student who is entitled to a certificate~~ may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies. The Board will provide each student who fails to earn a standard diploma under this paragraph a document from the FLDOE detailing available postsecondary options, along with the student's official transcript. **[NOTE: see s. 10, HB 1105, p. 38, creating F.S. 1003.4282(5)(c)2.]**

### Notice to Students and Parents

The District will notify students and parents, in writing, of the requirements for a standard high school diploma, available designations, and the eligibility requirements for State scholarship programs and postsecondary admissions.

### Commencement Exercises

Commencement exercises will include only those students who have successfully completed requirements for a standard high school diploma, Early Admission to College Program, a special diploma, or a certificate of completion for graduation as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct or outstanding financial obligation so warrants.

Students are permitted to lawfully wear dress uniforms of any of the Armed Forces of the United States or of the State at their graduation ceremony.

Revised 2/27/18

Revised 2/5/19

Revised 2/11/20

Revised 3/8/22

Revised 12/13/22

Revised 12/12/23

Revised 5/14/24

Revised 1/14/25

Technical Correction 6/24/25

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Legal	F.S. 683.334
	F.S. 683.335
	F.S. 1002.3105
	F.S. 1003.4281
	F.S. 1003.4282
	F.S. 1003.4285
	F.S. 1003.4286
	F.S. 1003.4295
	F.S. 1003.433
	F.S. 1003.435
	F.S. 1003.436
	F.S. 1003.437
	F.S. 1003.453
	F.A.C. 6A-1.0995
	F.A.C. 6A-1.09952
	F.A.C. 6A-1.09961

F.A.C. 6A-1.09963

F.A.C. 6A-6.0573

**Last Modified by Maria Cain on February 12, 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			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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 # 7. 26-3650**

4/28/2026

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**Title and Board Action Requested**

Public Hearing and Approval of Neola Policy 5517 Anti-Harassment. This item was tentatively approved at the March 24, 2026, Board Workshop.

**Executive Summary**

The Assistant Superintendent of Business Services and Operations, on behalf of the Superintendent of Schools, hereby requests Board approval of the restored language in this policy. Due to a system error, certain text was inadvertently omitted. This missing language has now been restored and incorporated into the current version. The policy is in Section 5000 - Students.

**My Contact**

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

**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.



Book	Policy Manual
Section	po5517 with added missing language workshop 3/24/26
Title	ANTI-HARASSMENT
Code	po5517
Status	
Adopted	June 13, 2017
Last Revised	January 14, 2025

## 5517 - **ANTI-HARASSMENT**

### **I. General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

### **II. Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

### III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant** is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

**Respondent** is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

**School District community** means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Day(s)**: Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

#### A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race, (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

1. teasing;
2. social exclusion;
3. threats;
4. intimidation;
5. stalking;
6. **cyberstalking;**
7. **cyberbullying;**
8. **physical violence;**
9. **theft;**
10. **sexual, religious, or racial harassment;**
11. **public or private humiliation; or**
12. **destruction of property.**

**B. Harassment**

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

**C. Sexual Harassment**

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
2. Physical and/or sexual assault.
3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.
6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
12. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.
14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

**Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime. The issue of consent is irrelevant in regard to such criminal charges and/or with respect to the application of this policy to District employees or other adult members of the School District community.**

#### D. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.

#### E. Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

#### F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an

educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

#### G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

#### H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

#### I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

### IV. **Reports and Complaints of Harassing Conduct**

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as Third Parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community, which includes students, or Third Parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race, (including anti-Semitism) color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

#### A. Compliance Officers

The Board designates the following individuals to serve as the District's Compliance Officers" (also known as "Civil Rights Coordinators" hereinafter referred to as the "COs").

The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Jill Kolasa, Director of Student Services  
1036 Varsity Drive  
Brooksville, Florida 34601  
352-797-7008  
kolasa\_j@hcsb.k12.fl.us

Matthew Goldrick, Director of Labor Relations & Professional Standards  
919 North Broad Street  
Brooksville, Florida 34601  
352-797-7000 ext. 70451  
pinder\_r@hcsb.k12.fl.us

Alexis Brown, Director of Human Resources  
919 North Broad Street  
Brooksville, Florida 34601  
352-797-7000 ext. 70445  
brown\_a1@hcsb.k12.fl.us

#### Section 504 Compliance Officers

Jill Kolasa, Director of Student Services  
352-797-7008  
1036 Varsity Drive  
Brooksville, Florida 34601  
kolasa\_j@hcsb.k12.fl.us

Anna Jensen, Director of Exceptional Student Education  
352-797-7022  
1036 Varsity Drive  
Brooksville, Florida 34601  
jensen\_a@hcsb.k12.fl.us

#### B. Publication Required

The names, titles, and contact information for these individuals will be published annually in the parent and staff handbooks.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

#### C. Duties and Responsibilities

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if under the age of eighteen (18), within two (2) business days to advise them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed

with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

## V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

### A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community or Third Parties who believe that they have been unlawfully harassed or retaliated against, may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and Third Parties who believe they are being unlawfully harassed by a student with

a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

#### B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District official who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant and/or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer will inform the Respondent that a

formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;
2. interviews with the Respondent;
3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether Respondent engaged in unlawful harassment/retaliation of the Complainant. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

## **VI. Privacy/Confidentiality**

The School District will employ all reasonable efforts to protect the rights of the complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed, however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose

any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal law.

## VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

## VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

## IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

## X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and

State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

#### **XI. Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content-appropriate.

#### **XII. Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- A. all written reports/allegations/complaints/statements;
- B. narratives of all verbal reports/allegations/complaints/statements;
- C. a narrative of all actions taken by District personnel; or individuals contracted or appointed by the Board to fulfill its responsibilities;
- D. any written documentation of actions taken by District personnel;
- E. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;
- F. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;
- G. dated written determinations to the parties;
- H. dated written descriptions of verbal notifications to the parties;
- I. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- J. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- K. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and
- N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 8/28/18

Revised 2/11/20

Revised 7/20/21

Technical Correction 1/14/25

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Legal

F.S. 110.1221

F.S. 784.049

F.S. 1000.05

F.S. 1006.07

20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

20 U.S.C. 1681 et seq.

42 U.S.C. 1983

**Last Modified by Maria Cain on April 2, 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			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

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. 26-3716**

4/28/2026

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**Title and Board Action Requested**

Enter a Final Order Expelling the Student in Case No. E2026-04-01 for one (1) year with educational services.

**Executive Summary**

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expel one student from Moton Elementary School for one (1) year with educational services for committing Level III violations of the Student Code of Conduct.

**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.

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.

<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 # 9. 26-3734**

4/28/2026

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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: \_\_\_\_\_

FOR OFFICE USE ONLY:

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 # 10. 26-3719**

4/28/2026

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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>
Joy	Demaria	Teacher	WES	05/11/26	05/26/26
Cassidy	Green	Teacher	EK8	03/25/26	05/29/26
Jeffery	Herron	Teacher	FCMS	05/11/26	05/26/26
Elizabeth	Masson	Teacher	JDFES	03/23/26	05/01/26
Amanda	Maupin	Teacher	EES	05/01/26	06/02/26
Sandra	Rathke	Teacher	SHES	03/24/26	06/02/26
Karen	Wright	Teacher	PMS	04/15/26	05/01/26

Extension of Previously Approved Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Kim	Moynihan	Teacher	CES	03/30/26	04/08/26
Victoria	Seifried	School Social Worker	EES	03/12/26	06/02/26
Robert	Strasser	Teacher	FCMS	04/06/26	06/02/26

Intermittent Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Arlene	Brownell	Teacher	BES	04/06/26	06/02/26
Erin	Clark	Teacher	WWHS	03/10/26	06/02/26
Adam	Deane	Teacher	NCTHS	03/02/26	06/02/26
Sheila	Treider	Teacher	CHS	03/24/26	06/02/26
Lindsay	Weaver	Teacher	CK8	04/01/26	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>
Meredith	Benvenigna	Teacher	FWSHS	04/08/26
Jessica	Strat	Teacher	CHS	03/30/26

**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>
Sue	Flores Soto	Teacher	PGES	04/06/26
Amy	Hall	Program/Staffing Specialist	ESE	04/06/26
Grace	Grynewicz	Teacher	DSPMS	04/06/26
Nicole	Pezanowski	Teacher	MES	04/06/26
Samantha	Vann	Teacher	CHS	04/08/26
Christopher	Yatsuk	Teacher	WWHS	04/13/26

**3. Approve Out-of-Field Teachers: (Core Subject) See Attached****4. Approve Out-of-Field Teachers: (ESOL) See Attached****5. Instructional Transfers**

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Annamarie	Asbel	Teacher, PGES	Teacher, WES	03/25/26

**6. Instructional Separations**

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Roxanne	Deangelis	Teacher	SES	04/06/26	Retirement

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

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
David	Cates	Application Support Specialist	TIS	03/30/26	05/14/26
Christie	Forrester	Environmental Services Tech I	HHS	03/26/26	05/08/26
Dania	Gonzalez	Environmental Services Tech I	EK8	03/02/26	04/10/26
Rebecca	Horning	Bus Operator	Transportation	02/23/26	05/22/26
John	Horning	Bus Operator	Transportation	03/24/26	05/29/26
Jessica	Padin	Food/Nutrition Services Associate	CHS	04/09/26	04/23/26
Stephanie	Tirado Figueroa	Food/Nutrition Services Associate	WWK8	04/16/26	04/30/26
David	Viola	Environmental Services Tech III	CES	03/03/26	05/01/26
Lianne	Willis	Paraprofessional	FCMS	03/24/26	04/10/26

Extension of Previously Approved Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
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Barbara	Olivencia	Environmental Services Tech I	PGES	02/23/26	04/02/26
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Intermittent Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Jorge	Gomez	Athletic Turf Maintenance	Maintenance	02/23/26	06/01/26

Return from Leave Early

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Return Date</u>
Dania	Gonzalez	Environmental Services Tech I	EK8	04/06/26
Denise	Tellone	Bus Operator	Transportation	04/06/26

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

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Ricardo	Barquero Martinez	Bus Attendant	Transportation	05/30/26
Bridget	Lazear	Food/Nutrition Services Associate	FCMS	04/01/26
Damane	Massimno	Food/Nutrition Services Associate	PMS	04/06/26
Dannerys	Reyes	Bus Attendant	Transportation	03/30/26
Janelle	Rojas	Food/Nutrition Services Associate	Food/Nutrition	04/10/26
		Rover		
Stephanie	Schmidt	Food/Nutrition Services Associate	Food/Nutrition	04/01/26
		Rover		

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

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Hector	Escobar	Paraprofessional II, EES	Paraprofessional II, ENDV	03/30/26
Rosemary	Laluz	Paraprofessional I, CHS	Secretary II, CHS	03/30/26

**10. 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>
Rebecca	Basso	Paraprofessional	WWK8	03/27/26	Probationary Release
Stephen	Canfield	Bus Operator	Transportation	04/17/26	Resignation
Jason	Cephus	Paraprofessional	FCMS	04/17/26	Resignation
Teena	Dagliere	Bookkeeper	JDFES	04/30/26	Retirement
Cathy	Jones	Paraprofessional	SHES	04/07/26	Resignation
Aylen	Lezcano Amador	Paraprofessional	WES	03/30/26	Probationary Release
Robert	Thomas	Athletic Turf Maintenance	Maintenance	04/17/26	Resignation

**11. Other**

**Additional Duty, and/or Additional Days/Hours**

<u>Name</u>	<u>Position - Site</u>	<u>Activity</u>	<u>Date</u>	<u>Total Hrs</u>	<u>Funding</u>
Lisa Caceres	Teacher, EK8	Algebra 1 Boot Camp	05/16/26	5 Total	Title I
Joli Deleveaux	Teacher, EES	Extended Learning Program	02/26/26	40 Total	Title I
Larry Fiebig	Teacher, DSPMS	Algebra Tutoring Program	05/09/26	14 Total	Title I
Jennifer Munte	Teacher, EK8	Algebra 1 Boot Camp	05/16/26	5 Total	Title I
Lori Miller	Teacher, PMS	Civics Bootcamp	04/21/26	12 Total	General Fund
Andrew Pulliam	Teacher, PMS	ELA Bootcamp	04/07/26	8 Total	General Fund

**Approve Teacher(s), 8th Grade Promotion Ceremony Parent Engagement Event (DSPMS) - 05/28/2026 - 3**

**Total Hrs. (TITLE I)**

<u>First Name</u>	<u>Last Name</u>
Mohammad	Abuhmaid
Brenda	Allen
Kaydeon	Anderson
Kevin	Aviles Chaparro
Jessica	Bates
Honorine	Baxter
Kaitlin	Bixler
Patrick	Brandhuber
Shannon	Brening

Brittany	Burkhart
Renelda	Colvard
Danielle	Christian
Karrah	Christensen
Nicole	Evans
Casey	Farmer
Larry	Fiebig
Veronica	Flynn
Deonne	Dry
Grace	Hart
Althea	Hudson
Ricardo	Hudson
Cynthia	Jackson
Bridie	Jones
Andrea	Kelliher
Andrea	Kreismann
Carrie	LaBarge
Matthew	Leonhart
Dena	Libengood
Shacory	Lindo
Milton	Martin
Stacy	McCalla
Lamon	Neal
Joshua	Petty
Misty	Petty
Megan	Platt
Kristin	Ratliff
Robert	Sanborn
Shandi	Schulzki-Fink
Kelly	Smith
Kellyann	Torres
Susan	Wheaton

**Approve Teacher(s), ELA Bootcamp (PMS) - 04/07/2026 - 13 Max Total Hrs. (General Fund)**

<u>First Name</u>	<u>Last Name</u>
Emily	Bastien
Heather	Carter
Lisa	Grover
Sandra	Leone
Jennifer	Miller
Kelly	Vega

**Approve Teacher(s), Civics Bootcamp (PMS) - 05/28/2026 - 17 Max Total Hrs. (General Fund)**

<u>First Name</u>	<u>Last Name</u>
Brent	Hatfield
Michael	Miller Jr
Tammy	Rebello
Bayley	Riddle

**Approve Teacher(s), Science Bootcamp (PMS) - 04/20/2026 - 17 Max Total Hrs. (General Fund)**

<u>First Name</u>	<u>Last Name</u>
Denise	Boettcher
Shelley	Colston
Nicholas	Manco
Elizabeth	St Pierre

**Adult Education Part Time Teacher(s) for 2025-2026 Year**

<u>First Name</u>	<u>Last Name</u>
Maxine	Disalvo

**Part-time Hernando eSchool Teacher(s) for 2025-2026 Year**

<u>First Name</u>	<u>Last Name</u>
Maria	Davis

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

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

\$	2,752,557.06	Instructional
\$	133,732.84	Noninstructional
\$	2,886,289.90	Sub-Total
\$	660,383.13	Benefits (22.88%)
\$	3,546,673.03	Total

**Vacancies**

School Instructional	84
Department Instructional	13
Non-Instructional	67

**BOARD APPROVED  
25-26 CORE OUT OF FIELD**

<b>SCHOOL</b>	<b>EMPLOYEE LNAME</b>	<b>EMPLOYEE FNAME</b>	<b>OUT OF FIELD AREA</b>	<b>ASSIGNMENT DATE</b>	<b>BOARD APPROVAL DATE</b>
DSPMS	ABUHMAID	MOHAMMED	ELEM ED	9/15/2026	4/28/2026
WWK8	RHINE	CRYSTAL	ELEM ED	4/6/2026	4/28/2026

## 2025 - 2026 ESOL: Out-of-Field Teachers

Agenda April 28, 2026

<b>Site</b>	<b>Name</b>		<b>Assignment</b>	<b>Total Points Needed</b>	<b>Required Points This Year</b>
WWHS	Climan	Gregory	Reading	300	60
DSPMS	Grynewicz	Grace	Language Arts	300	60

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2025-2026										
		Board Action 4/28/2026								
Baldwin, Heather	PGES	PBS Sponsor (eff 3/23/26)	\$ 126.38							
Baldwin, Heather	PGES	Newspaper Advisor (eff 3/23/26)	\$ 126.38							
Myers, Jennifer	PGES	Lunch Duty (was 50/50 split but no longer as of 3/23/26)	\$ 136.64							
Libengood, Dena	DSPMS	Lunch Duty (Eff 3/24/26)	\$ 274.01							
Laing, Jeffery	HHS	Lunch Duty (Eff 3/9/26)	\$ 303.16							
Adams, Jessica	EK8	Coach - Track Asst. Equity	\$ 900.00							
Alonso, Jason	WWHS	Coach - Football Associate Varsity Spring	\$ 420.00							
Howland, Tiffany	FCMS	Adv Degree - Doctorate (eff 2/16/26)	\$ 1,621.82							
Vann, Samantha	CHS	Adv Degree - Masters (eff 4/8/26)	\$ 507.61							
Hall, Amy	ESE	Adv Degree - Specialist (eff 4/6/26)	\$ 746.19							
Rhine, Crystal	SHES	Student Service Sponsor (ended 4/2/26)	\$ (104.15)							
Howland, Tiffany	FCMS	Adv Degree - MA (ended 2/13/26)	\$ (901.02)							
Goff, George	HHS	Lunch Duty - ended 3/6/26	\$ (303.76)							
Manco, Nicholas	DSPMS	Lunch Duty - ended 3/13/26	\$ (274.61)							
King, Miranda	PGES	Newspaper Advisor - ended 3/13/26	\$ (126.38)							
King, Miranda	PGES	PBS Sponsor - ended 3/13/26	\$ (126.38)							
King, Miranda	PGES	Lunch Duty - ended 3/13/26	\$ (136.64)							
		Total From Previous Agenda 4/14/26	\$ 2,749,367.81							
		<b>Total Instructional Supplement/Differentiated Pay</b>	<b>\$ 2,752,557.06</b>							

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2025-2026		
		Board Action 4/28/2026
		Total From Previous Agenda 4/14/26
		\$ 133,732.84
		Total Noninstructional/PTS/Adm. Supplements
		\$ 133,732.84



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 11. 26-3697**

4/28/2026

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**Title and Board Action Requested**

Approve an out of state overnight field trip for Weeki Wachee High School FBLA students to attend the FBLA National Leadership Conference from June 28- July 3, 2026 in San Antonio, TX.

**Executive Summary**

The Principal of WWHS, Ed LaRose, on behalf of the Superintendent of Schools, hereby requests the Board approve for WWHS FBLA to attend the National Leadership Conference in San Antonio, TX from June 28-July 3, 2026..

**My Contact**

Jay Early  
352-797-7029  
early\_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.



Weeki Wachee High School  
12150 Vespa Way  
Weeki Wachee, FL 34614

**Ed LaRose**  
Principal

Phone (352) 797-7029

Fax (352) 797-7129

Website:

[www.hernandoschools.org/schools/weeki-wachee-high-school](http://www.hernandoschools.org/schools/weeki-wachee-high-school)



**HERNANDO**  
SCHOOL DISTRICT  
Learn it. Love it. Live it.

**Kevin Bittinger**  
Assistant Principal

**Mildred Murrman-Dudley**  
Assistant Principal

**Brandy Sladek**  
Assistant Principal

Dear School Board Members,

Weeki Wachee High School respectfully submits this letter to inform the Hernando County School Board of our intent to participate in the 2026 Future Business Leaders of America (FBLA) National Student Leadership Conference (NLC) to be held June 28 – July 3, 2026, in San Antonio, Texas. This out-of-state field trip represents a culminating academic and career-technical learning experience for our students enrolled in Career and Technical Education (CTE) and Business Academy pathways.

The FBLA National Leadership Conference is the highest level of competition and leadership development for student members nationwide. Students attending have already demonstrated academic excellence and professional readiness by qualifying through regional, district, and state competitive events. While at NLC, students will participate in nationally recognized competitive events, leadership workshops, industry-aligned training sessions, and experiential learning opportunities, including career-focused site visits such as a Game Design Studio tour. These experiences reinforce real-world applications of classroom instruction while exposing students to postsecondary and workforce pathways.

This trip directly aligns with Hernando County School District’s CTE initiatives, which emphasize career readiness, employability skills, industry credentials, and leadership development. FBLA programming integrates business, finance, marketing, entrepreneurship, and information technology standards while promoting critical skills outlined in Florida’s CTE frameworks, including communication, collaboration, professionalism, problem-solving, and ethical leadership. At the school level, participation supports Weeki Wachee High School’s Business Academy mission by extending learning beyond the classroom and fostering student engagement through rigorous, authentic experiences.

The approximate cost of \$1,800 per student includes round-trip airfare, hotel accommodations, conference registration, ground transportation, event fees, and most organized meals. Families are responsible for limited out-of-pocket expenses such as breakfasts, incidental meals, and personal purchases. To minimize financial barriers, students have engaged in extensive fundraising efforts throughout the school year. No district instructional funds are used for student travel expenses. Attendance at the FBLA National Leadership Conference is a transformative opportunity. Students gain exposure to national business leaders, collaborate with peers from across the country, build professional networks, and represent Hernando County Schools on a national platform. These experiences have a proven impact on student confidence, postsecondary readiness, scholarship opportunities, and career decision-making.

All students will be supervised by approved school personnel and follow Hernando County Schools’ Code of Conduct as well as FBLA conference expectations. Safety, accountability, and student well-being remain top priorities throughout travel and conference participation.

We appreciate the School Board’s continued support of experiential learning opportunities that elevate student achievement and showcase the strength of Hernando County’s CTE programs. Please feel free to contact me should you require additional information.

Thank you,

Administrator’s Signature

4/2/26

Date

#WWSHornets

#TakeFlight

#OneSwarm

### Cost breakdown for FBLA NLC – PAGE 1

June 28-July 3, 2026 | San Antonio, TEXAS

*District Budget for Gaming and Simulation to cover, we will also be applying to HCEF grants to assist with cost coverage to limit out of pocket expenses:*

<b>Description</b>	<b>Quantity</b>	<b>Amount per Attendee</b>	<b>Total Cost</b>
Airline Travel	<ul style="list-style-type: none"> <li>• 3 students</li> <li>• 3 District Staff</li> <li>• 1 Parent Chaperone for a Specific Student's Medical Needs</li> </ul>	\$867.92	\$6,075.46
Conference Fees (Registration, Conference Supplies and Conference Events)	7	\$216.29	\$1,514.00
Airport Shuttle (Round Trip)	1 Travel Van	\$94.23	\$659.62
Hotel (\$217/night + unknown fees)	6 Rooms (5 rooms for 5 nights & 1 room for 4 nights)	\$279	\$1,953.00
<b>Total Cost to match present request on budget sheet</b>		<b>\$1,457.44</b>	<b>\$10,202.08</b>

*Please note that airline and on-site travel prices are estimates and are subject to change, as we are NOT locked into the estimated cost until we purchase.*

**Cost breakdown for FBLA NLC – PAGE 2**

June 28-July 3, 2026 | San Antonio, TEXAS

*WWHS Internal Accounts- FBLA to cover:*

<b>Description</b>	<b>Quantity</b>	<b>Amount per attendee</b>	<b>Total Cost</b>
4 Chapter Lunch	28	\$25	\$700.00
4 Chapter Dinners	28	\$35	\$980.00
Van Shuttle to Gaming Studio for Tour	7	94.23	\$659.62
<b>Total Cost to match present request on budget sheet</b>		<b>\$334.23</b>	<b>\$2339.62</b>

*Please note that these prices are estimates and are subject to change.*

Complete Section A or B; and C

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
(For Donations, use Section B)

A. Item Currently Budgeted -										
District CTE Gaming and Simulation										
Account Name	1100E		5300	5100	9415	13300	83090			
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
\$	\$	\$	\$	\$ 60,501.58	\$ 10,202.08	\$ 50,299.50				

WWHS FBLA										
Account Name	8020E		9800	3310	0391	92300	31660			
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
\$	\$	\$	\$	\$ 7,649.29	\$ 2,339.62	\$ 5,309.67				

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 type="checkbox"/>
New for Current Year:	<input 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 # 12. 26-3707**

4/28/2026

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**Title and Board Action Requested**

Approve an overnight field trip for Central High School's NJROTC Cadets to Cape Coral, Florida, to attend a camp for the marksmanship team, on June 15 - 19, 2026.

**Executive Summary**

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approval for an overnight field trip for Central High School's NJROTC Cadets to Cape Coral, Florida, to attend a camp for the marksmanship team, on June 15 - 19, 2026.

**My Contact**

Kelly Slusser, Principal  
Central High School  
352-797-7020 xt 20405

Senior Chief Franco Colamarco  
Central High School  
352-797-7020

**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.

**Title and Board Action Requested**

Approve an overnight field trip for Central High School’s NJROTC Cadets to Cape Coral, Florida, to attend a camp for the marksmanship team, on June 15 - 19, 2026.

**Executive Summary**

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approval for an overnight field trip for Central High School’s NJROTC Cadets to Cape Coral, Florida, to attend a camp for the marksmanship team, on June 15 - 19, 2026.

**My Contact**

Kelly Slusser, Principal  
Central High School  
352-797-7020 xt 20405

Senior Chief Franco Colamarco  
Central High School  
352-797-7020

**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	NJROTC Booster Club (families to provide \$2,400.00)									
Account Number	8020E	9800	3330	0251	90800	22810				
	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
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
			29,847.73	3,362.92	26,484.81					

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	NJROTC Booster Club (families to provide \$2,400.00)					
Account Name	NJROTC Booster Club					
Account Number	8020E	9800	3330	0251	90800	22810
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 2,400.00					

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 # 13. 26-3708**

4/28/2026

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**Title and Board Action Requested**

Approve the Overnight Field Trip for F.W. Springstead High School Yearbook Club to St. Petersburg, Florida to Attend the Florida Yearbook Seminar from June 16, 2026 - June 18, 2026.

**Executive Summary**

The Principal, Dana Pearce of F.W. Springstead High School, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip for the F.W. Springstead High School Yearbook Club to St. Petersburg, Florida to attend the Florida Yearbook Seminar from June 16, 2026 - June 18, 2026.

**My Contact**

Dana Pearce, SHS  
352-797-7010 ext.405  
pearce\_d@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.

Complete Section A or B; and C

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
(For Donations, use Section B)

**A. Item Currently Budgeted -**

Account Name	Yearbook									
Account Number	8020	9800	3310	0181	92400	43500				
	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
\$ 6448.76				\$ 6448.76		\$ 4875.00		\$ 1573.76		

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: \$ 3500.00  
 Prior Year Actual Spent: \$ 3249.32

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

Description	Quantity	Amount (per Student)	Total Cost
Application/Registration Fees, meals included	8	375	3000
Charter Bus (56 seats) or Van (Enterprise HCSD )	1	300	300
Top Golf - Play 220, Food 224	1	444	444
Advisor - Hotel 400 & Registration 375	1	775	775
Hotel	2	400	800
<b>Total Cost to match present request on budget sheet</b>		2294	5319



# Hernando School District

## School Board Regular Meeting

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**Agenda Item # 14. 26-3712**

4/28/2026

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**Title and Board Action Requested**

Approve the Overnight Field Trip for Hernando High School Students to Attend the 2026 Florida FFA State Convention in Orlando, Florida from June 15 - 19, 2026

**Executive Summary**

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the overnight field trip for Hernando High School students to attend the 2026 Florida FFA State Convention in Orlando, Florida from June 15 - 19, 2026. While at the convention, FFA members will experience motivational speakers, award presentations, exciting exhibits, and challenging Career Development Events. Attendance for this convention is paid for using CAPE funds earned by the Agritechnology program through the obtainment of industry certifications.

**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.

**A. Item Currently Budgeted -**

Account Name		Ag Add-On Funds								
Account Number		1100E	5300	5100	9415	13300	81000			
		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
\$ 78,549.24		\$ 0.00		\$ 0.00		\$ 78,549.24		\$ 6,260.00		\$ 72,289.24

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 # 15. 26-3718**

4/28/2026

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**Title and Board Action Requested**

Approval of the Proportionate Share Mitigation Agreement with Springside Crossing.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approval of the Proportionate Share Mitigation Agreement with Springside Crossing.

**My Contact**

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

Jim Lipsey  
School Planner  
lipsey\_j@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.

After recording return to:  
Hernando County Public Schools  
Attn: Facilities and Construction Department  
8016 Mobley Road  
Brooksville, Florida, 34601

**SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION  
AGREEMENT**

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**SPRINGSIDE CROSSING**

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**THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“Agreement”), is made by and among the CITY OF BROOKSVILLE, a political subdivision of the State of Florida, whose address is 201 Howell Ave., Brooksville, Florida 34601, hereinafter referred to as “Local Government”; THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate of the State of Florida, hereinafter referred to as the “School Board”, whose address is 919 North Broad St., Brooksville, FL 34601; and NVR Inc. dba Ryan Homes, hereinafter referred to as the “Applicant” whose address is 10210 Highland Manor Drive, Suite 300 Tampa, Florida 33610; and**

**WHEREAS, Applicant is NVR Inc. dba Ryan Homes, THE FEE SIMPLE OWNER, of a 287.3 acre parcel of real property located in Hernando County and generally located at 4468 Broad Street (“Project Site”), the complete legal description for which is attached hereto as EXHIBIT “A.” The Project Site is illustrated with a map appearing in EXHIBIT “B”; and**

**WHEREAS, the Applicant has applied for PRELIMINARY PLAT approval from the Local Government pursuant to Application No. A25-0009 and to allow 177 Townhouses and 594 Single Family Detached DWELLING UNITS to be constructed on the Project Site (“Proposed Development”); and**

**WHEREAS, the Local Government has determined the Proposed Development is consistent with the future land use designation of its Comprehensive Plan and pertinent portions of the Comprehensive Plan; and**

**WHEREAS, the Local Government and School Board utilize data and methodologies contained in Florida Statutes, Department of Education, and the Hernando County Educational Facilities Impact Fee, as periodically updated; and**

**WHEREAS, the Local Government and the School Board have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards, as defined in the**

Interlocal Agreement (“Standards” or “Level of Service” or “Level of Service Standards”) and consistent with the terms of the current Interlocal Agreement for Public School Facility Planning between the **School Board** and the **Local Governments**, as may be amended from time to time (the “Interlocal Agreement”) and the Local Government’s public school facilities element, and capital improvement elements of the respective comprehensive plans; and

**WHEREAS**, at the adopted Level of Service Standards, adequate school capacity for **64 High School** school students projected to be generated by the development is not available within the school Concurrency Service Area(s) (“Concurrency Service Area(s)” )shall have the meaning as set forth in the Interlocal Agreement) in which the Proposed Development is located; Proposed Development within any contiguous school Concurrency Service Area(s); and adequate school capacity will not be in place or under actual construction within three (3) years after the **Local Government’s** approval of the Proposed Development; and

**WHEREAS**, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable school Concurrency Service Area(s); and

**WHEREAS**, the **parties** agree that public school concurrency shall be satisfied by the **Applicant’s** execution of this legally binding Agreement and payment of a mitigation amount proportionate to the demand for public school facilities to be created by these new residential dwelling units (“**Proportionate Share Mitigation**”); and

**WHEREAS**, it is the policy of the State of Florida that public educational facilities and services needed to support new residential development shall be available concurrently with the impact of such new residential development; and

**WHEREAS**, an appropriate mitigation option necessary to satisfy public school concurrency is payment of a Proportionate Share Mitigation for the Proposed Development, as more specifically described herein; and

**WHEREAS**, the **Local Government** has authority to issue a Certificate of Concurrency (“COC”) for the Proposed Development contingent upon the payment of Proportionate Share Mitigation being guaranteed in an enforceable development agreement; and

**WHEREAS**, the **Applicant** is eligible for Educational Facilities Impact Fee credits for the payment of the Proportionate Share Mitigation for the Proposed Development in such amounts as are authorized by Hernando County Ordinance 2024-10, § IV (Ex. A).

**NOW, THEREFORE**, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the **parties** hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. **PARTIES:** The **Local Government**, the **School Board** and the **Applicant** shall be collectively referred to as the “parties.”
  
3. **LEGALLY BINDING COMMITMENT:** This Agreement constitutes a legally binding commitment by the **Applicant** to provide Proportionate Share Mitigation for the deficiency of school capacity needed for the number and type of new residential dwelling units on the Project Site for the Proposed Development sought to be approved by the **Local Government**.
  
4. **DESCRIPTION OF DEVELOPMENT USES:** The Proposed Development shall be developed to include a maximum of **177 Townhouses and 594 Single Family Detached DWELLING UNITS**. Construction of dwelling units within the Proposed Development is anticipated to begin in the year **2028**, and is anticipated to be complete in the year **2036**.
  
5. **PROPORTIONATE SHARE MITIGATION:**
  - a. The **parties** agree the formula to calculate the total amount of the Proportionate Share Mitigation shall be:  $p = (s - a) \times (c + (c \times f))$ , where
    - i.  $p$  = Proportionate Share Mitigation Amount, and
    - ii.  $s$  = Students (by school type) that will be generated by the Proposed Development (by housing type), and
    - iii.  $a$  = Available FISH capacity (by school type) or *zero* if no capacity is available, and
    - iv.  $c$  = Total Facility Cost per Student Station for **high school level**, as published in the Educational Facilities Impact Fee Update Study adopted by the **School Board** and in effect at the time when the Proportionate Share Mitigation is accepted plus authorized ancillary facility costs per student, and
    - v.  $f$  = Student Station Cost Adjustment Factor (indexed to 2022=100) for the year in which the Proportionate Share Mitigation is accepted, as published by the Florida Legislative Office of Economic and Demographic Research (EDR).
  
  - b. The **parties** agree that the payment of a Proportionate Share Mitigation in the total amount of **TWO MILLION NINE HUNDRED EIGHT THOUSAND ONE HUNDRED SIXTY-ONE AND 00/100 DOLLARS (\$2,908,161.00** for the Proposed Development, is proportionate to the demand for public school facilities to be created by the actual development of the property and based on existing and actual school capacity deficit as determined pursuant to the Amended and Restated Interlocal Agreement.
  
6. **SCHOOL CONCURRENCY ANALYSIS:** Upon the final execution of this Agreement, the Superintendent shall provide the **Local Government** with a *Finding of Available School Capacity*, encumbering capacity for **96 elementary, 48 middle, and 64 high school students** for the Proposed Development.

7. **TIMING:** The execution of this Agreement shall be a condition of the Conditional Plat approval, Site Plan approval, or its functional equivalent. The payment of the Proportionate Share Mitigation in full shall occur at the time of, and shall be a condition of the final plat approval, or its functional equivalent for the Proposed Development, but in no event later than the issuance of the first building permit. This payment shall be made directly to the **School Board**.
8. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT:**
- a. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 5 above, the **Parties** agree that the **School Board** shall provide the **Applicant** a credit on a dollar-for-dollar credit basis at fair market value, in the amount of **TWO MILLION NINE HUNDRED EIGHT THOUSAND ONE HUNDRED SIXTY-ONE AND 00/100 DOLLARS (\$2,908,161.00)** toward Educational Facilities impact fees (“Impact Fee Credits”) in the form of the Hernando County Educational Facilities Impact Fee Voucher attached hereto as Exhibit “C” (the “Voucher”). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment and shall be rounded down to the nearest unit. In no event will the dollar amount of the Proportionate Share Mitigation exceed the dollar amount of the Impact Fees due for the Proposed Development.
- i. As an example, the Educational Impact Fee as of July 1, 2025, is \$6,135.00 per single family home. Assuming the payment is in the amount of \$350,000.00, it would result in a voucher for 57.04 single family home units, which would be rounded down to 57 units and the actual payment would be \$349,695. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 57 single family residential units. The same calculation method would apply to other housing types, such as multi-family.
- b. **Applicant** may assign the Voucher, in whole or in part, pursuant to Section 163.31801(10). To accomplish said transaction, the **School Board** shall, within thirty (30) days of receipt of a written request from the **Applicant**, reassign the Voucher in whole or in part, to any other development or parcel within the school district. Should, at any time, the total number of units set forth in the Proposed Development exceed the number of units set forth in Voucher(s) issued, the **Applicant** shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The **Applicant** shall provide the Voucher(s) to the **Local Government** at the time of impact fee payment.
9. **SCHOOL CAPACITY IMPROVEMENT:** The **School Board** agrees to apply the Proportionate Share Mitigation contributed by the **Applicant** toward a school capacity improvement identified in its 5-year Educational Facilities Work Program and if no project has been identified, the **School Board** shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

10. **IMPACT FEES.** The payment of Educational Facilities impact fees shall be the responsibility of the **Applicant** for each dwelling unit constructed on the Property and shall be due at the time of building permit issuance. The **Applicant's** payment of Educational Facilities impact fees shall be collected, transmitted, and reported in conformance with and according to the Educational Facilities Impact Fee Ordinance, and as set forth on EXHIBIT "D" attached hereto and incorporated herein by reference.
11. **TERMINATION.** This Agreement shall terminate, and **Applicant** shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the **School Board** agrees to an extension of this Agreement, if one of the following occurs:
- a. A conditional plat or site plan approval is not issued within twelve (12) months of the Effective Date of this Agreement; or
  - b. Construction plan approval is not issued within two (2) years of Conditional Plat or Site Plan approval; or
  - c. The **Applicant** fails to fully pay the Proportionate Share Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days; or
  - d. The **Applicant** fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the **Applicant**, this Agreement shall be terminated and, other than capacity associated with a payment of Proportionate Share Mitigation, any encumbered or reserved school capacity shall be returned to its applicable capacity bank.
  - e. The **Applicant** shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.
12. **NO GUARANTEE OF LAND USE/ZONING:** Nothing in the Agreement shall require the **Local Government** to approve any land use amendment or rezoning application associated with the Project Site.
13. **EFFECTIVE DATE:** This Agreement shall become effective immediately upon the occurrence of all the following:
- a. Signatory execution by the **Applicant**
  - b. Adoption and approval of this Agreement by the **Local Government**;
  - c. Adoption and approval of this Agreement by the **School Board**;
  - d. The recordation of a fully executed original of this Agreement in the official records of Hernando County, Florida, at the expense of **Applicant**; and
  - e. The expiration of any and all appeal periods for any challenge to the approval of this Agreement.
14. **TERM:** This Agreement shall automatically terminate and expire upon the first occurrence of any of the following:

- a. The full performance by all **parties** hereto of each and every one of their respective obligations arising under the terms of this Agreement.
  - b. The execution of a written agreement by all **parties**, or their successors in interest, providing for the cancellation and termination of this Agreement.
  - c. The expiration or termination of either the COC or permitted authorization of related horizontal or vertical construction.
  - d. Ten (10) years from the Effective Date.
15. **DEFAULT:** If any party to this Agreement materially defaults under the terms hereof, then the **Local Government or School Board** shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the **Applicant** of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the COC, issued based upon payment and/or performance hereunder, this Agreement shall be voided and the **Applicant** and the property described herein shall lose their right to school concurrency under this Agreement and their right to any Educational Facilities Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property site dependent upon such COC shall cease and no further permits shall be issued by the **Local Government**, until and unless the agreement is reinstated or the default is cured or capacity becomes available and a new COC is issued. Should the **Local Government** or the **School Board** fail to timely cure a default in meeting their obligations set forth herein, **Applicant** may seek any and all remedies available to it by law.
16. **VENUE; CHOICE OF LAW:** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Hernando County, Florida, and shall be governed by the laws of the State of Florida.
17. **RELEASE.** Upon the performance of all obligations of all **Parties** hereto, the **School Board** and the **Local Government** shall release the **Applicant** from this Agreement, and the **Applicant** shall release the **School Board** and the **Local Government** from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the **Applicant's** expense in the Official Records of Hernando County, Florida, evidencing such performance.
18. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.
19. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20. **EXHIBITS:** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
21. **FURTHER ASSURANCES:** The **parties** hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the **parties** to this Agreement.
23. **ASSIGNMENT:** This Agreement runs with the land. The **Applicant** may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the **parties**. At the election of the **School Board**, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the **parties** with a copy of the written assignment within ten (10) days of the date of execution of same.
24. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the sole benefit and protection of the **parties**, their successors and assigns, and no other persons shall have any right of action hereunder.
25. **COUNTERPARTS:** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
26. **RECORDING OF THIS AGREEMENT:** The **Applicant** shall record this Agreement, at its expense in the Hernando County Public Records. The **Applicant** shall provide a copy to the **Local Government** and the **School Board**.
27. **MERGER CLAUSE:** This Agreement sets forth the entire agreement among the **parties**, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the **parties**.
28. **SEVERABILITY:** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

29. **STATUTORY COMPLIANCE:** This Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes (2024), as amended from time to time.

30. **NOTICES:** Whenever any of the **parties** desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for who it is intended at the place last specified, delivered via overnight mail signature required (FEDEX), or via electronic mail with delivery receipt provided. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the **parties** designate the following as the respective places for giving notice:

**FOR CITY OF BROOKSVILLE:** City Manager  
201 Howell Avenue  
Brooksville, FL 34601

With a Copy to: City Attorney  
201 Howell Avenue  
Brooksville, FL 34601

**FOR SCHOOL BOARD:** Superintendent  
Hernando County School District  
919 North Broad Street  
Brooksville, FL 34601

With a Copy to: School Board Attorney  
School Board of Hernando County  
919 North Broad Street  
Brooksville, FL 34601

School Planner  
Hernando County School District  
8016 Mobley Road  
Brooksville, FL 34601

**FOR APPLICANT:** NVR Inc,  
514 N. Franklin St, Suite 106  
Tampa, Fl 33602

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates above each signature:

**SCHOOL DISTRICT**

Signed, witnessed, executed, and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<b>WITNESSES:</b>  Print Name: _____ Address: _____  	<b>SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida</b>  _____ <b>Kayce Hawkins</b> Title: School Board Chair  <b>Approved as to form and legality by legal Counsel to The School District of Hernando County, Florida, exclusively for its use and reliance.</b>  _____ Caroline Mockler, Esq.  Date: _____
Print Name: _____ Address: _____  	

**STATE OF FLORIDA  
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of  physical present or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kayce Hawkins, as Chair of the School Board of Hernando County, Florida.

{AFFIX NOTARY STAMP}

Notary Public of Florida

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

APPLICANT

Signed, witnessed, executed, and acknowledged on this 13<sup>th</sup> day of April, 2026.

<p><b>WITNESSES:</b></p> <p><u>[Signature]</u>  Print Name: <u>Stephen Cornell</u>  Address: <u>10210 Highland Manor Drive Suite 300, Tampa, FL 33610</u></p> <p><u>[Signature]</u>  Print Name: <u>Hilda Duran</u>  Address: <u>10210 Highland Manor Dr. Suite 300 Tampa, FL 33610</u></p>	<p><b>APPLICANT:</b></p> <p>By: <u>[Signature]</u>  Printed Name: <u>Benjamin A. Wilson</u>  Title: <u>V.P. of Land, NYR</u></p>
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STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of  physical present or  online notarization, this 13 day of April, 2026, by Stephen Cornell.

{AFFIX NOTARY STAMP}

Notary Public of Florida  
[Signature]



**HILDA DURAN**  
Notary Public  
State of Florida  
Comm# HH717609  
Expires 9/8/2029

PRINT, TYPE OR STAMP NAME  
NOTARY

Personally known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**LOCAL GOVERNMENT**

Signed, witnessed, executed, and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CITY OF BROOKSVILLE,**  
a political subdivision of the  
State of Florida

**ATTEST:**

By: \_\_\_\_\_

Jennifer Battista, City Clerk

By: \_\_\_\_\_

Christa Tanner, Mayor

<p><b>WITNESSES:</b></p> <p>_____</p> <p><b>Print Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p> <p><b>Print Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p>	<p><b>Approved as to form for the reliance of the City of Brooksville:</b></p> <p>_____</p> <p><b>Vose Law Firm, LLP</b> <b>City Attorney</b></p>
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**STATE OF FLORIDA**

**COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of  physical present or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Christa Tanner, as Mayor of the City of Brooksville City Council.

{AFFIX NOTARY STAMP}

Notary Public of Florida

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF  
NOTARY

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT "A"**

**Parcel ID# and Description**

**R16-423-19-0000-0080-0000**

KEY # 00382749

Legal Description 22.8 ACRES MOL IN NE 1/4 LYING N OF POWELL RD & N&W OF RR DES IN ORB 1942 PG 521 ORB 2412 PG 187

**R10-423-19-0000-0030-0041**

Legal Description: 11.5 ACRES MOL IN SW 1/4 OF SW 1/4 LYING N & W OF RR DES IN ORB 1942 PG 521 ORB 2412 PG 187

KEY #01563007

**R09-423-19-0000-0010-0000**

Legal Description: 203.7 ACRES MOL LYING SOUTH OF CASCADES PH 2 ORB 2412 PG 187

KEY #00381287

**R08-423-19-000-0170-0000**

Beginning at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 23 South, Range 19 East, Hernando County, Florida; thence run North 89 degrees 34 minutes 00 seconds West along the 1/4, 1/4 Section line a distance of 1849.68 feet; thence run North 12 degrees 22 minutes 00 seconds East a distance of 259.57 feet; thence run North 80 degrees 56 minutes 07 seconds West a distance of 269.00 feet; thence run North 23 degrees 32 minutes 41 seconds East a distance of 942.00 feet; thence run North 89 degrees 59 minutes 17 seconds East a distance of 1694.48 feet; thence run South 00 degrees 32 minutes 30 seconds West a distance of 1173.90 feet to the Point of Beginning, Less right of way for US 41.

**EXHIBIT "B"**

**Map or Plan Identifying Property**



EXHIBIT "C"

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**Hernando County School Board  
Educational Facilities Impact Fee Credit Voucher  
SPRINGSIDE CROSSING**

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1. Date of Finding of Available School Capacity: \_\_\_\_\_
2. Number of dwelling units associated with application: \_\_\_\_\_
3. Type of dwelling units associated with application: \_\_\_\_\_
4. Name of Developer/Applicant: \_\_\_\_\_
5. Address of Developer/Applicant: \_\_\_\_\_
6. Legal description of subject property: **See Exhibit "A"**
7. Subdivision or Master Development Plan name: \_\_\_\_\_
8. Local Government Development Application Number: \_\_\_\_\_

The undersigned School Board Official confirms that it has received from the Developer/Applicant named above, Proportionate Share Mitigation for [elementary] [middle] [high] school capacity on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as shown below.

The School Board Official gives notice to Local Government that the following sums should be credited towards the Educational Facilities Impact Fee obligations of the Developer/Applicant.

1. Date of Proportionate Share Payment	
2. Amount of Proportionate Share Payment	
3. Impact Fee per unit at Time of Proportionate Share Payment	
4. Impact Fee Credits issued (Line 2 divided by line 3.)	

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Impact Fee Credit Redemption Ledger**  
**SPRINGSIDE CROSSING**

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Date Credits Redeemed	Available Credits	Credits Redeemed	Remaining Credits	County/City Staff Accepting Credits	Signature of County/City Staff Accepting Credits

## EXHIBIT "D"

### EDUCATIONAL FACILITIES IMPACT FEE

- 1. Impact Fees Established.** The County has adopted the Hernando County Educational Facilities Impact Fee Ordinance (the "Impact Fee Ordinance"), codified at Chapter 23, Article III, of the Hernando County Code, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective **Local Governments** except as otherwise provided in the Impact Fee Ordinance.
- 2. Collection of Impact Fees.** Each **Local Government** shall collect the Impact Fee for each building permit resulting in a new impact generated by ordinance or resolution. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting **Local Government** shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.
- 3. Administrative Costs.** In accordance with the Florida Impact Fee Act, it is agreed by the **Parties** that the **Local Governments** may retain the actual costs incurred in collecting the Impact Fees. Each **Local Government** is responsible for providing for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund and providing same to the **School Board** on an annual basis.
- 4. Remittance of Impact Fees.** The **Local Governments** shall remit the collected Impact Fees minus the administrative fee, as described above, to the **School Board** pursuant to Hernando County Code of Ordinance, Chapter 23, Article III, Section 23-71. as prescribed by Ordinance or Resolution. Remittance may be through wire transfer to the **School Board**, through check payable to the Hernando County School Board, or through other method mutually agreed to between the **Local Government** as payor and the **School Board** as payee.
- 5. Reporting.** Each **Local Government** shall, in addition to the monthly transfer of the Impact Fees, remit to the **School Board** a report accounting for the total Impact Fees collected for the month and the administrative fees retained by the **Local Government**. The reports shall specify the dates the fees were paid, Parcel Identification Number, Impact Fee paid per parcel, total Impact Fee paid including allocations, **Applicant's** name, property description, use code, and the financial payment history (including date of payment to the **School Board** and check number). Should no Impact Fees be collected for the month, the **Local Government** shall report to the **School Board** that no Impact Fees are to be remitted because no Impact Fees were collected by the **Local Government**.

<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 # 16. 26-3691**

4/28/2026

---

**Title and Board Action Requested**

Approve the renewal of the piggyback of Polk State College, RFP #2018-01, Banking Services, awarded to Truist Bank for banking services.

**Executive Summary**

The Chief Financial Officer, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the piggyback of Polk State College, RFP #2018-01: Banking Services, awarded to Truist Bank. The renewal term will be for one (1) year, June 1, 2026 through May 31, 2027 with the option for one (1) additional one (1) year extension.

Hernando County School District Bid No. 21-946-14 PB RN has been assigned for internal tracking.

**My Contact**

Joyce McIntyre  
Chief Financial Officer  
(352) 797-7004

**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 28, 2026**

**RFP No. 21-946-14 PB RN**

**Bid Title: Banking 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 checked="" type="checkbox"/> Piggyback School District/Governmental Agency |   |   |   |

**Bid Contract Period:**

**06/01/2026 through 05/31/2027**

N/A – One Time Purchase

**Contract Type:**

Estimated  
Dollar Amount

Firm, Fixed  
Dollar Amount

Firm, Fixed  
Unit Prices

Firm, Fixed 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 Polk State College, RFP #2018-01, Banking Services, awarded to Truist Bank. Hernando County Bid #21-946-14 PB RN has been assigned for internal tracking purposes.

**Bidders Electronically  
Downloaded From Bidnet  
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:**

Joyce McIntyre  
Chief Financial Officer

**Department(s):** Finance Department

Recommended award: Truist Bank

Maria Roman  
Senior Vice President  
(813) 224-2095  
[maria.roman@truist.com](mailto:maria.roman@truist.com)

**T/C CODE: 2114**

<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

---

**Agenda Item # 17. 26-3696**

4/28/2026

---

**Title and Board Action Requested**

Approve the piggyback of Pasco County Schools, RFP No. 26-028-SD: Emergency Lock and Key Services, awarded to Tri-County Locksmith of the Suncoast, Inc and approve expenditures for an estimated annual amount of \$65,000.00.

**Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the piggyback of Pasco County Schools, RFP No. 26-028-SD: Emergency Lock and Key Services, awarded to Tri-County Locksmith of the Suncoast Inc. and approve expenditures for an estimated annual amount of \$65,000.00.

HCSB Bid No. 26-029-38 PB has been assigned for internal tracking purposes

**My Contact**

Angel Pagan  
Director of Safe Schools  
Pagan\_a2@hcsb.k12.fl.us  
(352) 797-7233 Ext 70495

**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 28, 2026**

**Bid No. 26-029-38 PB**

**Bid Title: Emergency Lock & Key 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/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: School District | <input type="checkbox"/> Responsive/Responsible Bidders   |   |

**Bid Contract Period:**

**04/28/2026 through 04/17/2031**

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)  
5

None

**Rationale/Reason:** Piggyback Pasco County Schools, RFP No. 26-028-SD: Emergency Lock and Key Services, awarded to Tri-County Locksmith of the Suncoast, Inc. HCSB Bid No. 26-029-38 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:**

Christopher Reckner  
Director of Purchasing & Warehousing

**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: 2638**

**Awarded Vendor:**

Tri-County Locksmith of the Suncoast, Inc.

<b>1 – Re-keying</b>			
<b>Item No.</b>	<b>Description</b>	<b>UOM</b>	<b>UOM Price</b>
1.1	Regular Hours: East/West: In Shop/On Site: Per Cylinder	Each	\$18.00
1.2	After Hours: East/West: In Shop/On Site: Per Cylinder	Each	\$21.00
1.3	Regular Hours: East/West: In Shop/On Site: Per 5/6-Pin Key	Each	\$18.00
1.4	After Hours: East/West: In Shop/On Site: Per 5/6-Pin Key	Each	\$21.00
1.5	Regular Hours: East: On Site Trip Charge	Each	\$113.00
1.6	Regular Hours: West: On Site Trip Charge	Each	\$98.00
1.7	After Hours: East: On Site Trip Charge	Each	\$136.00
1.8	After Hours: West: On Site Trip Charge	Each	\$121.00
<b>2 – Key: Lock Manufacturer Originals and Per-Impression (not per key)</b>			
Major Lock Systems for which the charges apply:			
- Russwin: D D-1, D-2, D-3, D1-R			
- Schlage: E, C, SC1			
- Sargent: S, LL, LA, RF, LN, LE			
- Yale: G Series			
<b>Item No.</b>	<b>Description</b>	<b>UOM</b>	<b>UOM Price</b>
2.1	Regular Hours: East/West: In Shop/On Site: Impression (Alpha/Numeric)	Each	\$1.00
2.2	After Hours: East/West: In Shop/On Site: Impression (Alpha/Numeric)	Each	\$1.00
2.3	Regular Hours: East/West: In Shop/On Site: Duplicating 5/6-Pin Key	Each	\$5.50
2.4	After Hours: East/West: In Shop/On Site: Duplicating 5/6-Pin Key	Each	\$5.50
2.5	Regular Hours: East/West: In Shop/On Site: Cut By Code	Each	\$25.00
2.6	After Hours: East/West: In Shop/On Site: Cut By Code	Each	\$25.00
2.7	Regular Hours: East: On Site Trip Charge	Each	\$100.50
2.8	Regular Hours: West: On Site Trip Charge	Each	\$85.50
2.9	After Hours: East: On Site Trip Charge	Each	\$120.50
2.10	After Hours: West: On Site Trip Charge	Each	\$105.50

<b>3 – Exit Devices</b>			
Item Notes: Rim and Mortise Installation for the following commercial duty manufacturers: Russwin, Sargent, Yale, and Von Duprin			
Item No.	Description	UOM	UOM Price
3.1	Regular Hours: East/West: In Shop/On Site	Each	\$80.00
3.2	After Hours: East/West: In Shop/On Site	Each	\$80.00
3.3	Regular Hours: East: On Site Trip Charge	Each	\$175.00
3.4	Regular Hours: West: On Site Trip Charge	Each	\$160.00
3.5	After Hours: East: On Site Trip Charge	Each	\$195.00
3.6	After Hours: West: On Site Trip Charge	Each	\$180.00
<b>4 – Door Lock/Cylinder Sets</b>			
Item Notes: Cylinder Knob/Lever, Mortise, and Rim Installation for the following commercial duty manufacturers: Corbin, Schlage, Russwin, Sargent, and Yale			
Item No.	Description	UOM	UOM Price
4.1	Cylinder Knob/Lever: Regular Hours: East/West: In Shop/On Site	Each	\$45.00
4.2	Cylinder Knob/Lever: After Hours: East/West: In Shop/On Site	Each	\$45.00
4.3	Mortise: Regular Hours: East/West: In Shop/On Site	Each	\$80.00
4.4	Mortise: After Hours: East/West: In Shop/On Site	Each	\$80.00
4.5	Rim: Regular Hours: East/West: In Shop/On Site	Each	\$80.00
4.6	Rim: After Hours: East/West: In Shop/On Site	Each	\$80.00
4.7	Door Lock/Cylinder Sets: Regular Hours: East: On Site Trip Charge	Each	\$140.00
4.8	Door Lock/Cylinder Sets: Regular Hours: West: On Site Trip Charge	Each	\$125.00
4.9	Door Lock/Cylinder Sets: After Hours: East: On Site Trip Charge	Each	\$160.00
4.10	Door Lock/Cylinder Sets: After Hours: West: On Site Trip Charge	Each	\$145.00
<b>5 – Door Closures</b>			
Item Notes: Door Closure Installation for the following commercial duty manufacturers: Corbin, LCN, and LSDA			
Item No.	Description	UOM	UOM Price
5.1	Regular Hours: East/West: In Shop/On Site	Each	\$80.00
5.2	After Hours: East/West: In Shop/On Site	Each	\$95.00
5.3	Regular Hours: East: On Site Trip Charge	Each	\$175.00
5.4	Regular Hours: West: On Site Trip Charge	Each	\$160.00
5.5	After Hours: East: On Site Trip Charge	Each	\$195.00
5.6	After Hours: West: On Site Trip Charge	Each	\$180.00

<b>6 – Percentage Off Discount</b>			
Listed Manufacturers			
<b>Item No.</b>	<b>Description</b>	<b>UOM</b>	<b>UOM Price</b>
6.1	Schlage	Each	10%
6.2	Corbin	Each	10%
6.3	Sargent	Each	10%
6.4	Yale	Each	10%
<b>7 – Hourly Rates</b>			
Items Not Covered in Items 1-5 Above			
<b>Item No.</b>	<b>Description</b>	<b>UOM</b>	<b>UOM Price</b>
7.1	Regular Hours	Hour	\$80.00
7.2	After Hours	Hour	\$105.00

**Contact Information:**

Tri-County Locksmith of the Suncoast, Inc.

Mike Dehner

14015 US Highway 19

Hudson, FL 34667

(727) 863-5150

[mike@tricountylock.net](mailto:mike@tricountylock.net)

[office@tricountylock.com](mailto:office@tricountylock.com)

**MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.**  
(For Donations, use Section B)

A. Item Currently Budgeted -										
Account Name	GENERAL FUND , MAINTENANCE SERVICES		REPAIRS AND MAINTENANCE	OFFICE OF SAFE SCHOOLS	COUNTYWIDE SAFETY					
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
\$ 25,000.00		\$ 0.00		\$ 0.00		\$ 25,000.00		\$ 0.00		\$ 25,000.00

B. Item Currently Not Budgeted -**										
Account Name	GENERAL FUND , MAINTENANCE SERVICES		EQUIPMENT	OFFICE OF SAFE SCHOOLS	COUNTYWIDE SAFETY					
Account Number	1100	8100	6420	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
\$ 40,000.00		\$ 0.00		\$ 0.00		\$ 40,000.00		\$ 0.00		\$ 40,000.00

**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:**   
**New for Current Year:**

Prior Year Approved Budget: \$ 65,000.00

Prior Year Actual Spent: \$ 9,450.00

\*\* 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. 26-3702**

4/28/2026

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**Title and Board Action Requested**

Approve the renewal of the piggyback of Sourcewell Cooperative Contract No. 031022: Athletic Surfaces with Installation, Related Equipment, Materials and Services, awarded to Gerflor USA, Inc. and authorize the purchase of services for an estimated annual amount of \$100,000.00.

**Executive Summary**

The Manager of Environmental Services, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of the piggyback of Sourcewell Cooperative Contract No. 031022: Athletic Surfaces with Installation, Related Equipment, Materials and Services, awarded to Gerflor USA, Inc. and authorize purchases of services for an estimated annual amount of \$100,000.00.

Quotes and projects are performed by local authorized dealers.

HCSB Bid No. 25-968-41 PB RN has been assigned for internal tracking purposes.

**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 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 28, 2026**

**Bid No. 25-968-41 PB RN**

**Bid Title: Athletic Surfaces with Installation, Related Equipment, Materials 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 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-Sourcewell Cooperative | <input type="checkbox"/> Responsive/Responsible Bidders   |   |

**Bid Contract Period:**

**06/03/2026 through 05/26/2027**

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 the Piggyback of Sourcewell Cooperative Contract No. 031022: Athletic Surfaces with Installation, Related Equipment, Materials and Services, awarded to Gerflor USA, Inc. Quotes and work projects performed by local authorized dealers. HCSB Bid No. 25-968-41 PB RN 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:

**Submitted By:**

Steve Crognale  
Executive Director of Support Operations

**School(s):** District Wide

**Requested By:**

Robert Kublick  
Manager of Environmental Services

**Department(s):** Support Operations

Recommended award: (See attached)

**T/C CODE: 2541**

**Awarded Vendor:**

**Gerflor USA, Inc.**

Joel McCausland

(801) 706-6071

[joel.mccausland@gerflor.com](mailto:joel.mccausland@gerflor.com)

***Local Authorized Dealer***

Trident Resurfacing, Inc.

Jose Moiaz

(305) 520-5741

[jdc@tridentsurfacing.com](mailto:jdc@tridentsurfacing.com)

**A. Item Currently Budgeted -**

Account Name										2025-2026 District Wide Various Capital and General Fund Repairs & Remodeling Accounts									
Account Number		3XX / 1100			7400 / 8100			6800 / 3500			Various			Various					
		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					
\$		\$			\$			\$			\$ 100,000.00			\$					

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: \$ 288,050.00  
 Prior Year Actual Spent: \$ 288,050.00

\*\* 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 # 19. 26-3703**

4/28/2026

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**Title and Board Action Requested**

Award RFQ #9009-2601-1001, Construction Manager Services for HVAC Replacement for Powell Middle School, to Williams Company Tampa for construction goods and services, and authorize the purchase of said goods and services for \$8,500,000.00, which includes pre-construction services for \$85,000.00 using half-cent funds.

**Executive Summary**

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board award RFQ #9009-2601-1001, Construction Manager Services for HVAC Replacement for Powell Middle School, to Williams Company Tampa for construction goods and services, and authorize the purchase of said goods and services for \$8,500,000.00, which includes pre-construction services for \$85,000.00 using half-cent funds.

At this time, we request approval of the purchase of \$85,000.00 in pre-construction services.

**My Contact**

Brian Ragan  
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.

**HERNANDO COUNTY SCHOOL BOARD  
FACILITIES AND CONSTRUCTION DEPARTMENT**



**HERNANDO  
SCHOOL DISTRICT**

**Learn it. Love it. Live it.**

**RFQ # 9009-2601-1001**

**REQUEST FOR QUALIFICATIONS  
FOR CONSTRUCTION MANAGER CONSULTING SERVICES**

**Powell Middle School HVAC Replacement Project**

**REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES  
POWELL MIDDLE SCHOOL HVAC REPLACEMENT PROJECT**

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(To be completed by Professional Service Advisory Committee)
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- Appendix E: Design Schemes & Owner Project Requirements**

## REQUEST FOR QUALIFICATIONS

**NAME: Request for Qualifications for Construction Manager Consulting Services  
POWELL MIDDLE SCHOOL HVAC REPLACEMENT**

**RFQ NUMBER: 9009-2601-1001**

HERNANDO COUNTY SCHOOL BOARD  
Facilities & Construction Department  
8016 Mobley Road  
Brooksville, Florida 34601

**ESTIMATED CONSTRUCTION COST: \$8.5 MILLION DOLLARS**

The Hernando County School Board (“HCSB”), Brooksville, Florida, hereby invites qualified firms to submit a letter of interest and supporting documentation for **CONSTRUCTION MANAGER CONSULTING SERVICES FOR POWELL MIDDLE SCHOOL HVAC REPLACEMENT PROJECT**.

Submittals must be received before **10:00 AM on Thursday, January 22nd, 2026** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050).

Submittal Requirements and information related to this RFQ is available on the Bid Net website, including any supplemental documents or addenda. Interested respondents are **required** to register, free of charge, by visiting: [www.bidnet.com](http://www.bidnet.com).

**Submittals that do not contain DOCUMENTED proof of the minimum qualifications will be REJECTED.**

**REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES  
POWELL MIDDLE SCHOOL HVAC REPLACEMENT PROJECT**

**I. GENERAL INFORMATION**

**A. DESCRIPTION**

Hernando County School Board (HCSB) seeks proposals for Construction Manager Services for the upgrade and replacement of the HVAC systems at Powell Middle School. Florida Statute 287.055, (the "Consultant's Competitive Negotiations Act" (CCNA)) prescribes methods by which professional services of architects, engineers, land surveyors, and construction managers must be procured. Described herein is a process whereby the public interest is advanced by the identification and selection of the best-qualified professional consultants.

The project shall comply with all rules and regulations established by the State of Florida including but not limited to the Florida Building Code, State Requirements for Educational Facilities, the Jessica Lunsford Act and Hernando County School Board Policy.

The Hernando County School Board intends to select a qualified Construction Management entity who will manage and construct the project as described in this RFQ and as governed by AIA Document A133-2019. Terms of the AIA A133-2019 will be negotiated in accordance with Florida Statute 287.055. The process for the selection of the firm is described herein.

Selection and award of this project will be based on qualifications as described in this RFQ document. The HCSB intends to identify, based on the initial submittals, a ranked list of no fewer than three (3) firms as part of the competitive selection process. The three (3) highest ranked firms will be asked to participate in a session of face-to-face interviews. Scores will be reset to zero prior to the interviews and prior scores will not be included in the interview scoring. The three (3) firms will be scored based on the interviews and ranked accordingly. After announcing the rankings, negotiations will begin between the Facilities & Construction Department and the highest ranked firm. If negotiations are not successful, the District will negotiate in turn in accordance with Florida Statute 287.055.

Vendors, contractors, consultants or their representatives shall not communicate with School Board members, the Superintendent of Schools, or School District staff, other than the designated contact for this RFQ, about this solicitation. Such communication is prohibited until the School Board has awarded the Contract. Any such communication shall eliminate the vendor, contractor or consultant from consideration for award.

This project may be funded over multiple fiscal or calendar years, based on budget allocations and availability of funding. The District reserves the right to phase the construction accordingly and request additional GMP amendments to accommodate phasing or funding.

**B. SCHEDULE FOR THE RFQ PROCESS**

Advertisement	12/08/25-01/02/26
<b>Mandatory Site Visit</b>	<b>01/08/2026, 9:00 AM</b>
Final Date for Respondent Questions	01/12/2026
Due Date for HCSB Response to Questions	01/14/2026
<b>Submittals Due (Step 1) &amp; PSAC Meeting</b>	<b>01/22/2026, 10:00 AM</b>
Rankings Announced	02/06/2026
<b>Interviews (Step 2)</b>	<b>02/17/2026 – 02/19/2026</b>
Selection Announced (on or before)	02/27/2026
<b>Award of Agreement (Board Approval)</b>	<b>04/14/2026 (Pending)</b>

The above schedule is tentative. Information related to this RFQ, including revisions, will be distributed via the project's Bidnet.com website.

Respondents are required to register on [www.BidNet.com](http://www.BidNet.com) to receive information related to this RFQ.

Submittals that do not contain DOCUMENTED proof of the minimum qualifications will be REJECTED.

### C. MINIMUM QUALIFICATIONS

<p style="text-align: center;"><b>SUBMITTALS THAT DO NOT CONTAIN <u>DOCUMENTED</u> PROOF OF THE REQUIRED MINIMUM QUALIFICATIONS WILL BE REJECTED</b></p>
--

1. Qualified respondents shall have provided **Construction-Management-at-Risk** Contracting services within the last five (5) years for **at least three K-12 educational projects of equal (or larger) dollar value OR scope** (\$8,500,000 or campus wide educational facility HVAC replacement). **\*\*\*ATTENTION\*\*\* A Contractor's Qualification Statement (either on AIA Form A305 or a substantially similar form) MUST be included in submittal package. Failure to include a Contractor's Qualification Statement showing the above three (3) projects, as described, will result in disqualification of the proposer.**
2. Qualified respondents shall have a **bonding capacity of no less than the Guaranteed Maximum Price** for this project coincidentally with current and anticipated workloads. **\*\*\*ATTENTION\*\*\* A letter from a surety affirming the respondent's bonding capacity MUST be included in submittal package.** Should a Construction Manager fail to provide bonding for the project awarded under this RFQ, the District will proceed to negotiate with the next most qualified Construction Manager.
3. Qualified respondents shall not have been placed on the convicted vendor list or otherwise disqualified from the public contracting and purchasing process for a public entity crime. **\*\*\*ATTENTION\*\*\* A Public Entity Crimes Acknowledgement form (Appendix A1 of this solicitation) MUST be completed and included in the submittal package.**
4. Financials shall be submitted in accordance with II (D). The Director of Facilities and Construction or his designee will review this confidential material and determine eligibility in accordance with Section II (D).
5. **Attendance at the MANDATORY Site Visit.** A **MANDATORY** site visit will be held on **January 8<sup>th</sup>, 2026 at 09:00 AM** convening at the front office of Powell Middle School located at 4100 Barclay Avenue, Brooksville, FL 34609. An authorized representative of the responding firm must attend this meeting and it is the firm's responsibility to assure the representative signs the official sign in sheet held by the HCSD employee conducting this meeting. **Failure to attend this meeting will result in the respondent's submittal being rejected.**

### D. SCOPE OF SERVICES

The scope of services will include (including but not limited to): pre-construction services, preliminary estimates of cost, guaranteed maximum price, contract administration, construction and other services indicated to be performed by the Construction Manager in AIA Document A133-2019, this RFQ and any other addendums. Construction Manager may also be required to participate in the District's Owner Direct Purchase (ODP) process. The attached Construction Manager Specifications (**Appendix D**) **will become a part of the AIA contract** and shall be followed by the Construction Manager that is awarded this project.

The final scope of the project will be jointly determined during the Pre-Construction phase by the Owner, Engineer of Record and CM, per AIA Document A133-2019. Please see the attached **Appendix E** "Design Schemes" for more information on the anticipated scope of work. The Hernando County School District reserves the right to change scope as needed based on budget or other needs as determined by the District.

**E. SELECTION PROCESS**

1. The selection of the Construction Management firm will be conducted in accordance with the Florida Statutes, 287.055, as follows:
  - a. **Prequalification Submittal (Step 1):** Submittals will be distributed to a Jury Panel (Professional Service Advisory Committee or PSAC) for review and evaluation and will be scored in accordance with the evaluation criteria provided herein. Submittals will be screened for minimum qualifications and scored. The scores from the review shall be used to identify a ranked list identifying the three (3) highest qualified firms. **The Step 1 Scoresheet in Appendix A2 will be used.**
  - b. **Interviews/Public Presentations (Step 2):** The PSAC will ask the three (3) highest ranked firms to participate in a round of face-to-face interviews. Each firm should prepare a presentation based on the criteria in Step 1 **and also address additional criteria listed on the Step 2 scoresheet.** Questions may be asked by the committee members during or after the presentation. Scores will be reset to zero prior to the interviews and prior scores will not be included in the interview scoring. The three (3) firms will be scored based on the interviews/presentations and ranked accordingly. **The Step 2 Scoresheet in Appendix A2 will be used.** After announcing the rankings, negotiations will begin between the Facilities & Construction Department and the highest ranked firm. If negotiations are not successful, the District will negotiate in turn in accordance with Florida Statute 287.055
2. Results of the selection process will be posted on Bidnet.com. Failure to file a protest within the time prescribed in Section 120.57(3) F.S. will constitute a waiver of the proceedings under Chapter 120, F.S.
3. The recommendation of the Jury Panel/PSAC is advisory only and shall be submitted to the Superintendent of Schools for review and recommendation for action to the School Board of Hernando County, Florida.

**II. PREQUALIFICATION SUBMITTAL REQUIREMENTS**

**A. INFORMATION**

1. Delivery of Submittals:

Due Date & Time: **Thursday, January 22nd, 10:00 AM.** Note: It is the Respondent's responsibility to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline. **Late submittals will be rejected.**

Copies: **Three (3) bound hard copies and one (1) .pdf copy on portable media**

Mark Package: **RFQ # 9009-2601-1001  
DO NOT OPEN - SEALED SUBMITTAL**

**Construction Manager Consulting Services, Powell Middle School HVAC Replacement**

**Deliver to: Facilities & Construction Department  
School District of Hernando County  
8016 Mobley Rd, Brooksville, FL 34601  
Attention: Brian Ragan**

Contact: **Brian Ragan, Director of Facilities and Construction**  
**Hernando County School District**  
**Ragan\_b@hcsb.k12.fl.us**  
**(352) 797-7050**

2. Changes and Clarifications:

Changes to this RFQ will be issued by addenda. Addenda will be distributed via [bidnet.com](http://bidnet.com).

**It is the Respondent's responsibility to log in and check for updated information.**

3. Conditions associated with the Prequalification Submittal:

- a. All submittals shall become the property of HCSB and will not be returned. HCSB reserves the right to use any or all ideas presented in any response to this RFQ. Selection or rejection of a Respondent's proposal does not affect this right.
- b. Late submittals will not be evaluated.**
- c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined by 812.081(1) (c) and financial statements are exempt from disclosure as described in 119.071(1) (c) F.S. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.
- d. HCSB reserves the right to reject any or all submittals if deemed unresponsive to this RFQ or for failure to disclose requested information.
- e. HCSB shall not be liable for costs incurred by Respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.
- f. By responding to this RFQ, the Respondents acknowledge that they have carefully reviewed the entire RFQ, including all appendices, exhibits and addenda, **and furthermore specifically agree that the AIA Standard Form of Agreement between Owner and Construction Manager as Constructor (Document A133-2019) and the associated General Conditions are expressly acceptable without reservation.** Respondent agrees that a condition of award is to provide insurance as required in Appendix C. Respondent will provide proof of said insurance to be submitted to the Board with AIA Document A133-2019.
- g. HCSB reserves the right, without invalidating the Respondent's submittal, to request clarification of the information provided.

**B. SUBMITTAL FORMAT**

Submittals must comply with the following requirements. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the Letter of Interest. All documents to be submitted within the sealed envelope
2. Each submittal is to be accompanied by a Letter of Interest addressed to the Facilities & Construction Department. The Letter of Interest is to include the legal name of the proposing firm, mailing address, contact name, email address and phone number.
3. Submittals shall be prepared simply and economically, providing a straightforward, **concise** description of the Respondent's capabilities to satisfy the requirements of this RFQ. Respondents are asked to concentrate on accuracy, completeness, and clarity of content.

4. Submittals are to be 8 ½" x 11", permanently bound, with minimum font size 11 point. Fold out pages may be included for charts, graphs and diagrams, but not for text. Fold out pages may be no larger than 11" x 17" and must fold entirely within the section. Submittal is to be no more than 25 double-sided pages permanently bound with spiral or plastic binder. This page count excludes cover pages, Letter of Interest, tab pages, Contractor Qualification Statement, Bonding Capacity letter and Financials (Submitted under separate cover).
5. Submittals are to be formatted and tabbed in the exact format and numeric sequence stated herein. Each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the package. **Information which is not readily found in its designated section may be assumed to have been omitted.**
6. Specific information upon which the submittal will be judged as follows. Response to all items shall be complete.

### C. PRE-QUALIFICATION SUBMITTAL EVALUATION CRITERIA

It is the intent of HCSB to select firms with prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ. The following must be submitted, in order by Tab, and are elements that will be used to evaluate each Respondent's qualifications. **The primary focus of the Prequalification Submittal evaluation will be the Construction Management Firm's capabilities.**

#### 1. LETTER OF INTEREST AND DOCUMENTED PROOF OF MINIMUM QUALIFICATIONS (see Section I, part C above.)

#### 2. FIRMS RESUME

Describe the composition and management structure of the Construction Management Firm. Provide a description and graphic organizational chart complete with working titles identifying the lines of authority and responsibility.

Describe the qualifications and relevant experience of the lead Construction Project Manager, and Construction Superintendent including demonstrated experience working on K-12 or Technical Educational projects of similar scope, complexity, and delivery method.

Identify the following team members:

- Principal in Charge of the Project
- Project Manager(s)
- Site Superintendent(s)
- Estimator
- Other Key Personnel

Provide a summary for each proposed team member, to include the following information:

- Location of the Office where the individual will perform duties related to this project.
- Length of employment by this firm.
- Years of experience at the **same level of responsibility** as proposed for this type project.
- Unique abilities and expertise that the individual brings to the team.
- Length of experience with the other members of the project team.

The Firm's direct project experience is to be differentiated from individual staff experience gained while in the employ of other firms. Clearly denote which projects were completed by the Firm and which were not.

Describe specific construction tasks that the Team has the ability and qualifications to self-perform using in-house staff and labor force (Craft Labor Capabilities).

#### 3. FIRM'S CURRENT WORKLOAD & CAPACITY

Explain past current and projected workload. Provide a list of active projects, anticipated completion dates, project size and type.

Indicate any past or planned future significant changes to staffing levels

Indicate trades that are sub-contracted and those that are self-performed. List the approximate percentage of work performed "in-house". Describe the process by which your Firm selects qualified sub-Construction Managers and manages them effectively on complex multi-phased projects.

#### **4. MBWE PARTICIPATION & LOCAL WORKFORCE**

Provide copies of Certifications as a minority business enterprise by any local governmental jurisdiction or organization, as described in Chapter 287.0943 F.S., if applicable.

Describe how your Firm will maximize the local Florida and Hernando County construction work force on this project.

Provide your Firm's safety record over the last ten years.

Describe your Firm's efforts to retain and support employees. Indicate any key personnel or team members who are residents of Hernando County. If the business is based out of Hernando County or has physical offices in the county, indicate the addresses of such establishments.

#### **5. CONSTRUCTION MANAGEMENT APPROACH**

Demonstrate the processes and/or methods you employ for the following tasks:

- Pre-Construction Services
- Design Review and Preliminary Cost Estimate
- Project Scheduling
- Managing Construction Cost within the budget
- Owner Audit tracking and record keeping
- Construction Contract Management and Accounting
- Quality Control during construction
- Contract Closeout

Demonstrate your ability to offer the following services, on a proactive and ongoing basis throughout design:

- Conceptual estimating & constructability reviews
- Value analysis
- Alternative solutions
- Scope reduction that maintains quality and function
- Cost/benefit analysis

Claims and Litigation History of the Team:

Provide details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, except for claims with a final value or potential value of less than \$50,000. Notwithstanding the foregoing, Respondents shall disclose all litigation, arbitration or other claims, of any amount, asserted by a public entity. Indicate for each such case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award for or against the Respondent.

Describe in detail any projects within the last five (5) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, or filed against your organization.

Respondents may include firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., to demonstrate why this management team is *uniquely* qualified for this project.

Construction Audits:

Describe your firm's approach to Owner audits and transparency regarding records including both payroll and insurance as well as other General Conditions.

## 6. FEATURED PROJECTS

List three (3) K-12 Educational Facilities projects for which your firm has provided or is currently providing Construction Management Consulting Services for projects of similar scope or size. In no case shall fewer than three (3) K-12 Educational Facilities projects be submitted. The listed projects may be the same projects listed for Article 1 of the Minimum Qualifications or may be additional projects at the firm's discretion. **The Featured Projects (this section) does not waive the requirement of listing of projects as stated in the Minimum Qualifications section of this RFQ.** Firms submitting fewer than three (3) K-12 Educational Facilities projects will be deemed nonresponsive and their submittal will be rejected. In determining which projects are most closely related consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most closely related project listed first. Respondents are to state clearly that the Construction Management firm completed each project as the Prime Contractor. **Projects for which the Respondent worked in the capacity of a subcontractor are not relevant and are not to be listed.** Other projects may be submitted in addition to the requested three (3) required projects. **Additional** projects should relate to this RFQ and may include non-educational projects.

For each of the listed projects, provide the following information:

1. Name and location of the project.
2. Project's Owner's Representative name, address and phone number. Include any letters of reference or commendations.
3. The name, address and telephone number of the project architect.
4. Size of project - gross area of construction, number of facilities, etc.
5. Owners Construction Budget.
6. Negotiated Fee.
7. Final construction value or cost.
8. Indicate the number of change orders on the project and include the following detail;
  - a. Change order increase/decrease amount
  - b. Reason for change order (owner driven / error or omission, or other)
9. Contracted substantial and final completion dates.
10. Actual substantial completion and final completion dates. (if the project is not complete, indicate the percent complete and whether or not it is on schedule)
11. Project type - new construction, addition, remodeling, renovation, re-use.
12. Work the respondents' staff was responsible for.
13. Present project status - percentage of completion.
14. Listing of Project Manager and other key professionals and personnel assigned to this project.

#### D. FINANCIALS:

To be delivered under separate cover and marked "Confidential" one financial statement which includes balance sheet, income statement, cash flow statement and notes to financial statements. Financials should be as of the end of calendar year 2020, or the most current fiscal year available, for the firm which signs the RFQ document. Compiled or reviewed financial statements that are prepared by an independent CPA firm will be an acceptable alternative for the smaller Construction Management firms that do not regularly have audited statements prepared **(IF compiled or reviewed financial statements are submitted, please include a letter from the independent accounting firm confirming that they have provided appropriate compilation and/or review)**. The District will evaluate financial measures such as current position, equity position, operating results, etc., to determine eligibility in the RFQ process. Determination will be made on a "qualified/not qualified" basis at the sole opinion of the Director of Facilities and Construction. Points will not be awarded. Those proposers who are determined to be not qualified will be eliminated from further consideration. The District reserves the right to request further clarification regarding a proposer's ability to perform the work before a final determination is made. **In order to be considered to move forward all Financials MUST be received in the Department of Facilities and Construction, 8016 Mobley Rd., Brooksville, FL 34601 no later than the submission date for the Pre-Qualification Submittal.** The District will in no way be liable for any financials not received in time.

#### IV. CONSTRUCTION MANAGER AGREEMENT

- A. Form of the Construction Manager Agreement: Carefully review the Sample Agreement and General Conditions of the Agreement (Appendix B) before submitting a response to this RFQ. *Any questions regarding the Agreement and associated General Conditions must be communicated via [www.bidnet.com](http://www.bidnet.com) prior to the due date for questions as noted in Section I.B.*
- B. The Construction Manager Agreement will be a bonded Guaranteed Maximum Price Contract to encompass all management and construction work. Some allowances may be included as line items.
- C. HCSB reserves the right to make non-material changes to the appended Sample Agreements, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.
- D. Any products, systems, methods, and procedures developed as a result of this Agreement shall remain the exclusive property of the Hernando County School Board.

END OF SECTION

**APPENDIX A1**

**HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES  
PUBLIC ENTITY CRIMES ACKNOWLEDGEMENT**

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The PROPOSER 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.”*

FOR \_\_\_\_\_  
(Legal Name of Business)

BY: \_\_\_\_\_  
(Typed/Printed Name and Title of Officer or Authorized Agent)

Signed: \_\_\_\_\_

**APPENDIX A2**

**STEP 1 EVALUATION SCORESHEET**

**RFQ #9009-2601-1001**

**PROJECT NAME: CM at Risk Services Powell Middle School HVAC Replacement**

**APPLICANT NAME: \_\_\_\_\_**

TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Firm's Resume	<p>Demonstrated capabilities of the applicant, with consideration also given to organizational structure, credentials of senior/professional staff and experience of the organization/staff.</p> <ul style="list-style-type: none"> <li>The submitted materials should establish the staffs' range of capabilities, areas of expertise, etc.</li> <li>The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., could be indicated.</li> <li>The staffs' familiarity with K-12 Educational projects should be indicated.</li> </ul> <p>Example Consideration: <i>"To what extent does the applicant possess the organizational wherewithal to execute school classroom type projects?"</i></p>	25 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Firm's Current Workload & Capacity	<p>An evaluation of the applicant's capacity to undertake additional work, in light of its current workload.</p> <ul style="list-style-type: none"> <li>The submitted materials should indicate the applicant's historical workload, the current workload, and the workload projected during the time period of the contract.</li> <li>Past or future changes in staffing levels should be indicated.</li> <li>Allocation of duties among staff and subcontractors should be indicated.</li> </ul> <p>Example Consideration: <i>"To what extent does the applicant possess the financial and personnel resources to execute school classroom type projects?"</i></p>	20 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
M/WBE & Local Workforce Participation	<p>Whether the applicant is a certified minority/woman owned business enterprise. Whether the applicant has demonstrated a commitment to increasing the successful participation of certified minority and women owned businesses. Whether the applicant is a local business or employees are residents of Hernando County. Does the applicant encourage the use of Florida and Hernando County construction workforce?</p> <ul style="list-style-type: none"> <li>A clear demonstration of a commitment to diversity by prospective consultants seeking business with the District is expected.</li> <li>The District seeks to encourage participation by local vendors and Florida based construction workforce.</li> </ul> <p>Example Consideration: <i>"To what extent will the applicant further the Board's commitment to increasing opportunities for small, disadvantaged, minority, and women owned businesses, as well as local vendors?"</i></p>	10 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Construction Management Approach	<p>Applicant's ability and methods to manage the project from pre-construction through contract closeout</p> <ul style="list-style-type: none"> <li>The submitted materials should indicate the applicant's ability to perform pre-construction services, budgeting, cost analysis, contract management, quality control and other tasks related to this project.</li> <li>Past or current litigation or liquidated damages claims against the applicant should be listed with consideration given to the applicant's explanation of these circumstances.</li> <li>Applicants ability to maintain key staff on the project</li> <li>Applicants response to Owner audits</li> </ul> <p>Example Consideration: <i>"Does this applicant have procedures, staff and methods in place to successfully execute all aspects of this project from the initial budgeting to the end of the warranty period?"</i></p>	20 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Featured Projects	<p>Applicant and staff's prior performance on educational facilities projects, including ability to meet project schedule and budget. Consideration will be given to more recent projects and projects of similar dollar volume and scope in establishing the applicant's record of successfully completing continuing service projects.</p> <ul style="list-style-type: none"> <li>The submitted materials should establish the applicant's record of successfully completing projects of similar scope and complexity.</li> <li>Experience with public educational or technical facilities should be indicated.</li> </ul> <p>Example Consideration: <i>"To what extent does the applicant have verifiable, successful, recent experience on comparable projects?"</i></p>	25 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**APPENDIX A2**

**STEP 2 EVALUATION SCORESHEET**

**RFQ # 9009-2601-1001**

**PROJECT NAME: CM at Risk Services Powell Middle School HVAC Replacement**

**APPLICANT NAME:** \_\_\_\_\_

TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Firm's Resume	<p>Demonstrated capabilities of the applicant, with consideration also given to organizational structure, credentials of senior/professional staff and experience of the organization/staff.</p> <ul style="list-style-type: none"> <li>The presentation and interview should establish the staffs' range of capabilities, areas of expertise, etc.</li> <li>The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., should be indicated.</li> <li>The staffs' familiarity with K-12 Educational projects <b>and this project</b> should be indicated.</li> <li>Are the proposed staff adequately qualified and <b>will presented team actually be assigned to this project?</b></li> </ul> <p>Example Consideration: "To what extent does the applicant possess the organizational wherewithal to execute this type project?"</p>	25 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Firm's Current Workload & Capacity	<p>An evaluation of the applicant's capacity to undertake additional work, in light of its current workload.</p> <ul style="list-style-type: none"> <li>The presentation/interview should indicate the applicant's historical workload, the current workload, and the workload projected during the time period of the contract.</li> <li>Past or future changes in staffing levels should be indicated.</li> <li>Allocation of duties among staff and subcontractors should be indicated.</li> <li>Applicant has current staff available for pre-construction services and will have adequate <b>experienced</b> staff (Superintendent, Project Managers, etc.) to properly manage this project</li> </ul> <p>Example Consideration: "To what extent does the applicant <b>currently</b> possess the financial and qualified personnel resources to execute this project?"</p>	20 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
M/WBE & Local Workforce Participation	<p>Whether the applicant is a certified minority/woman owned business enterprise. Whether the applicant has demonstrated a commitment to increasing the successful participation of certified minority and women owned businesses. Whether the applicant is a local business or employees are residents of Hernando County. Does the applicant encourage the use of Florida and Hernando County construction workforce?</p> <ul style="list-style-type: none"> <li>A clear demonstration of a commitment to diversity by prospective consultants seeking business with the District is expected.</li> <li>The District seeks to encourage participation by local vendors and Florida based construction workforce.</li> <li><b>For this project</b>, what is the applicants plan to include and recruit MWBE &amp; Local Workforces</li> </ul> <p>Example Consideration: "To what extent will the applicant further the Board's commitment to increasing opportunities for small, disadvantaged, minority, and women owned businesses, as well as local vendors?"</p>	10 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Construction Management Approach	<p>Applicant's ability and methods to manage the project from pre-construction through contract closeout</p> <ul style="list-style-type: none"> <li>The presentation should indicate the applicant's ability <b>and methods</b> to perform pre-construction services, budgeting, cost analysis, <b>bidding</b>, contract management, quality control and other tasks related to this project.</li> <li>Past or current litigation or liquidated damages claims against the applicant should be listed with consideration given to the applicant's explanation of these circumstances.</li> <li>The presentation should indicate the applicants approach to closeout including final payment, Board approval and 3<sup>rd</sup> party audit participation..</li> </ul> <p>Example Consideration: <i>"Does this applicant have procedures, staff and methods in place to successfully execute all aspects of this project from the initial budgeting to the end of the warranty period?"</i></p>	20 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Featured Projects and Project Approach	<p>Applicant and staff's prior performance on educational facilities projects, including ability to meet project schedule and budget. Consideration will be given to more recent projects and projects of similar dollar volume and scope in establishing the applicant's record of successfully completing continuing service projects.</p> <ul style="list-style-type: none"> <li>The presentation should establish the applicant's record of successfully completing projects of similar scope and complexity.</li> <li>Experience with public educational or technical facilities should be indicated.</li> <li>The presentation should address the applicant's intended approach to anticipated challenges or unique characteristics <b>of this proposed project</b>. Items such as scheduling, staging, procurement, staffing, phasing, etc. as applicable.</li> </ul> <p>Example Consideration: <i>"To what extent does the applicant have verifiable, successful, recent experience on comparable projects and how does that relate to this project?"</i></p>	25 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**APPENDIX A3  
HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES  
FINAL RANKING MATRIX**

FIRM	QUALIFICATIONS <sup>1</sup>						AVERAGE QUALS <sup>2</sup>	QUALS SCORE <sup>3</sup>	RANK <sup>6</sup>
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6			

**SAMPLE ONLY. COLUMNS MAY VARY BASED ON ACTUAL NUMBER OF PSAC MEMBERS**

**APPENDIX B**

**CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (Sample Attached)**

**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 Fee with a Guaranteed Maximum Price”**

**THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (Sample Attached)**

**AIA DOCUMENT 201 CURRENT EDITION PER ARTICLE 1.3 OF AIA DOCUMENT A133**

**HERNANDO COUNTY SCHOOL DISTRICT STANDARD ADDENDUM TO AGREEMENTS (ATTACHED)**



**HERNANDO  
SCHOOL DISTRICT**

Learn it. Love it. Live it.

RFQ # 9009-2601-1001

# **Powell Middle School HVAC Replacement Project**

**February 17, 2026**



IT WILL BE  
**RIGHT**



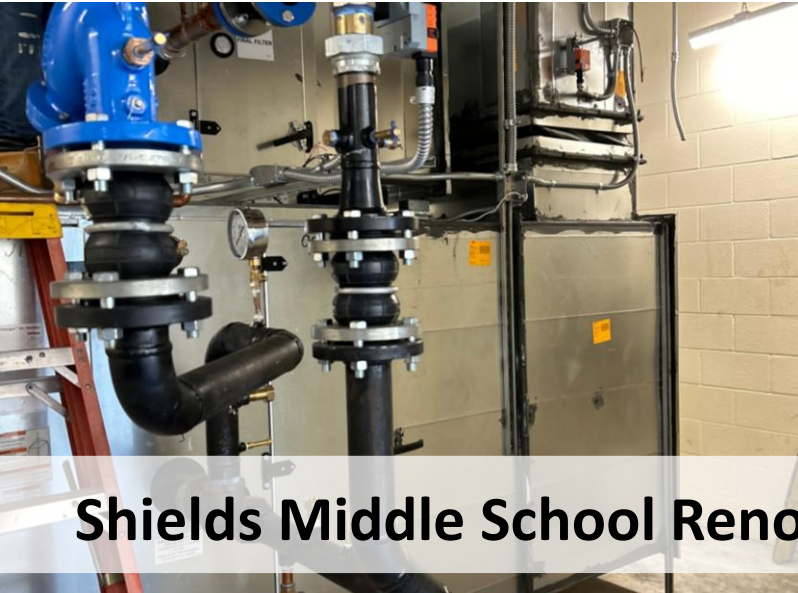
IT WILL BE  
**ON-TIME**



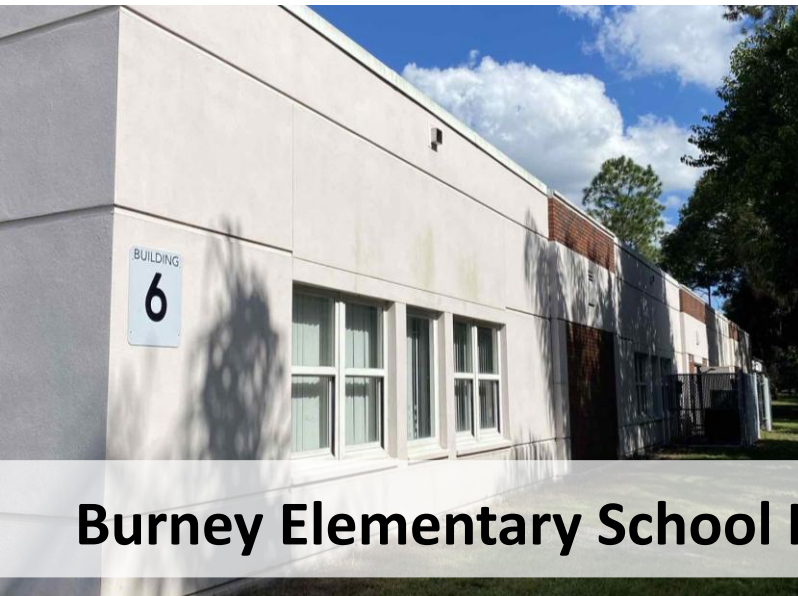
IT WILL BE  
DELIVERED WITH  
**INCREDIBLE  
SERVICE**



# HVAC Replacement Experts!



**Shields Middle School Renovation**

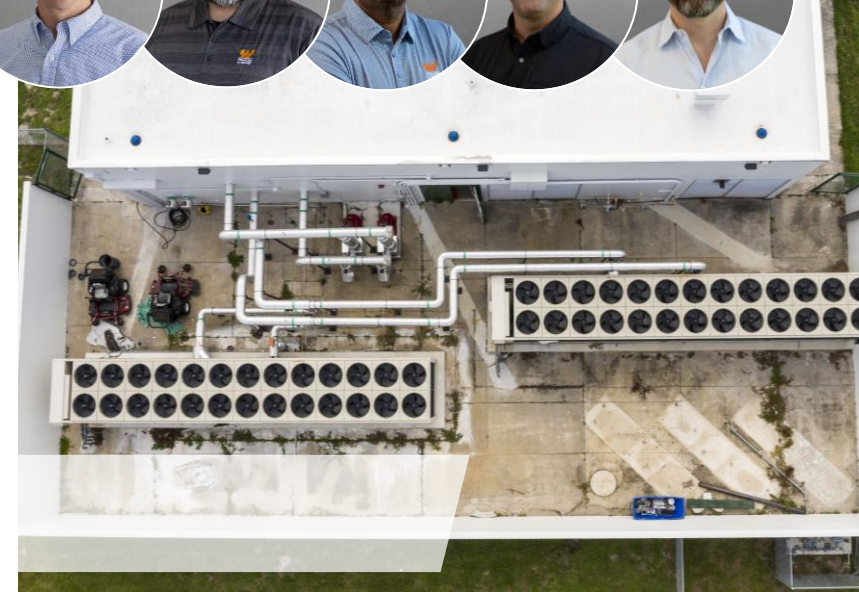


**Burney Elementary School HVAC Replacement**





# HVAC Replacement Experts!





## ***1. Firm's Resume***

**Demonstrated capabilities of the applicant, with consideration also given to organizational structure, credentials of senior/professional staff and experience of the organization/staff.**

# Firm's Resume

The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., should be indicated.


## Organizational Structure





 **Dirk Heller**  
VP of Operations

Your Local  
Central Florida  
Contractor!

### ON-SITE CONSTRUCTION TEAM

 **Margaret Dewar**  
Project Manager


 **Scott Richardson**  
Superintendent

 **Alex Spano**  
Asst. Project Manager

### EXECUTIVE SUPPORT


 **Brad Kubin**  
Chief Operations Officer


### PRECONSTRUCTION

 **Tony Rouse**  
Chief Estimator

 **Anthony Rodriguez**  
Preconstruction Manager

### ON-SITE SUPPORT

 **Hector Cuevas**  
General Superintendent

 **Rachel Rosato**  
Safety Specialist

# Firm's Resume

The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., should be indicated.

## Management Methods

- Design Review at the Early Stages
- 24/7 Communication
- Project Website

  
One Point of Contact  
Margaret Dewar

Margaret will have all key players on speed dial!



# Firm's Resume

*The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., should be indicated.*

## Distinguishing Characteristics



**OUR TEAM**  
sets us apart from the competition

- Executive Oversight
- **50+ HVAC Projects**
- Lessons Learned
- 100% Employee-Owned
- Highly Successful K-12 Experience
- Trusted Partner from Beginning to End
- **WE TAKE OWNERSHIP**

# Firm's Resume

## Financial Condition

The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., should be indicated.



**BONDING CAPACITY**  
**\$200M Single | \$600M Aggregate**  
**WE ARE FINANCIALLY STRONG!**



## Our K-12 Experience Aligns with Powell Middle School HVAC Replacement Project



- ✓ Working on an Existing Campus
  - ✓ HVAC Replacements
- ✓ Phased Construction Experience

- ✓ Hernando School District Experience
  - ✓ Same Project Team as Eastside ES
  - ✓ Residential Neighborhood

# Firm's Resume

*Are the proposed staff adequately qualified and will presented team actually be assigned to this project?*



## Margaret Dewar

Project Manager

**7** K-12 projects



Eastside Elementary School Classroom Addition



Shields Middle School Renovation



Gulf High School Replacement



West Zephyrhills Elementary School Replacement



Pierce Middle School Renovation

# Firm's Resume

*Are the proposed staff adequately qualified and will presented team actually be assigned to this project?*



## Scott Richardson

Superintendent

**7+** K-12 projects



Eastside Elementary School Classroom Addition



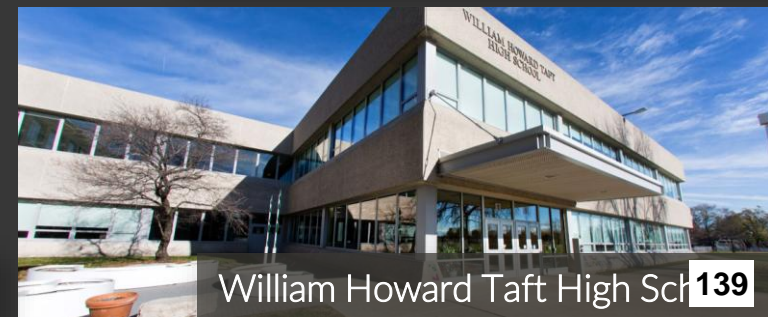
Shields Middle School Renovation



Walker Grove Elementary School



John Leigh Elementary School



William Howard Taft High School

**Margaret Dewar**  
Project Manager



**Scott Richardson**  
Superintendent

## What Qualities = a Great Team?

- Experience working on an Occupied Campus
- Existing Conditions and Utility Coordination
- Strong Phasing Coordination and Sequence
- Daily Communication with On-site Staff
- Quality Control

***Presented team will be assigned to this project!***

# Firm's Resume

*Are the proposed staff adequately qualified and will presented team actually be assigned to this project?*



Pasco County School Project	Proposed Team	Actual Team
<p><b>Eastside Elementary School</b></p>	<p>Dirk Heller, Tony Rouse, Mike Johnson, Margaret Dewar, Scott Richardson</p>	<p>Dirk Heller, Tony Rouse, Mike Johnson, Margaret Dewar, Scott Richardson</p>
<p><b>Sunlake High School Classroom Addition</b></p>	<p>Dirk Heller, Tony Rouse, Luke Johnson, Mark Stohs</p>	<p>Dirk Heller, Tony Rouse, Luke Johnson, Mark Stohs</p>
<p><b>Gulf High School Replacement</b></p>	<p>Dirk Heller, Tony Rouse, Nick Mercurio, John Barber</p>	<p>Dirk Heller, Tony Rouse, Nick Mercurio, John Barber</p>
<p><b>Starkey Ranch K-8 Classroom Addition</b></p>	<p>Dirk Heller, Tony Rouse, Mark Stohs, Will Sievers</p>	<p>Dirk Heller, Tony Rouse, Mark Stohs, Will Sievers</p>
<p><b>West Zephyrhills Elementary School Replacement</b></p>	<p>Dirk Heller, Tony Rouse, Nick Mercurio, John Barber</p>	<p>Dirk Heller, Tony Rouse, Nick Mercurio, John Barber</p>
<p><b>Pasco High School Building Addition</b></p>	<p>Dirk Heller, Tony Rouse, Garrett Early, Mark Stohs</p>	<p>Dirk Heller, Tony Rouse, Garrett Early, Mark Stohs</p>
<p><b>Pasco High School Stadium Replacement</b></p>	<p>Dirk Heller, Tony Rouse, Garrett Early, Mark Stohs</p>	<p>Dirk Heller, Tony Rouse, Garrett Early, John Barber</p>

## *2. Firm's Current Workload & Capacity*

**An evaluation of the applicant's capacity to undertake additional work, in light of its current workload.**

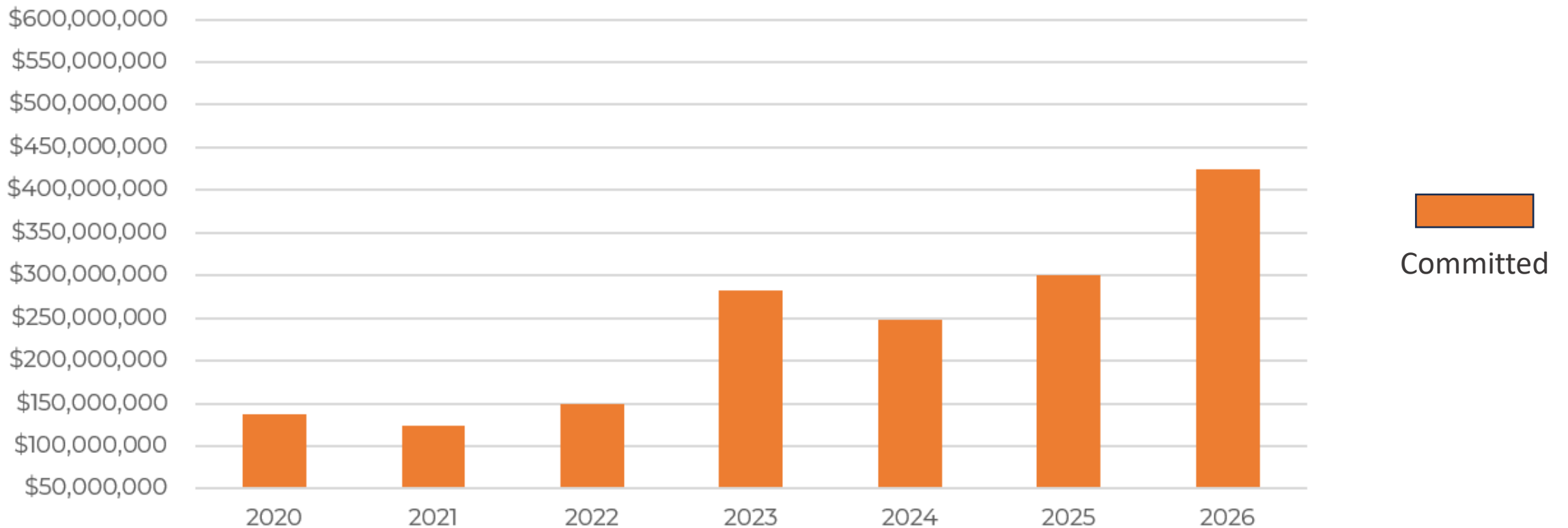
# Firm's Current Workload & Capacity

The presentation/interview should indicate the applicant's historical workload, the current workload, and the workload projected during the time period of the contract.

## Historical Workload

### Williams Company Historical, Current, & Projected Workload

Workload (in millions): 2020 - 2026



# Firm's Current Workload & Capacity

The presentation/interview should indicate the applicant's historical workload, the current workload, and the workload projected during the time period of the contract.

## Current Workload


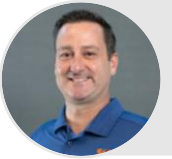



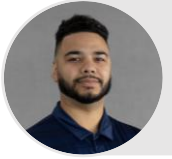
**Margaret & Scott will be available during preconstruction and construction.**

Outstanding Project	Client Name	Status	Anticipated Completion Date	Original Contract Amount
Eastside Elementary School Classroom and Cafeteria Addition	Hernando County School District	41%	09/2026	\$21,273,321
Two Rivers K-8 School	Pasco County School Board	Precon	05/2028	\$82,000,000
Kirkland Ranch K-8 Addition	Pasco County School Board	Precon	05/2028	\$23,000,000
West Zephyrhills Elementary School	Pasco County School Board	63%	05/2026	\$57,600,000
Pasco High School Addition and Stadium Replacement	Pasco County School Board	67%	09/2026	\$42,125,969
Lakeland Highland Middle School Gymnasium Addition	Polk County Public Schools	41%	07/2026	\$9,700,000
Block F1 Redevelopment	WS Development	17%	09/2026	\$8,500,000

# Firm's Current Workload & Capacity

The presentation/interview should indicate the applicant's historical workload, the current workload, and the workload projected during the time period of the contract.

## Projected Workload

		Role	% Available	Responsibility
	<b>Margaret Dewar</b>	Project Manager	50% 100%	Preconstruction Construction
	<b>Scott Richardson</b>	Superintendent	20% 100%	Preconstruction Construction
	<b>Alex Spano</b>	Assistant Project Manager	30% 100%	Preconstruction Construction
	<b>Dirk Heller</b>	Vice President of Operations	20% 20%	Preconstruction Construction
	<b>Tony Rouse</b>	Chief Estimator	25% As Needed	Preconstruction Construction
	<b>Anthony Rodriguez</b>	Preconstruction Manager	100% As Needed	Preconstruction Construction

## Firm's Current Workload & Capacity

*Past or future changes in staffing levels should be indicated.*

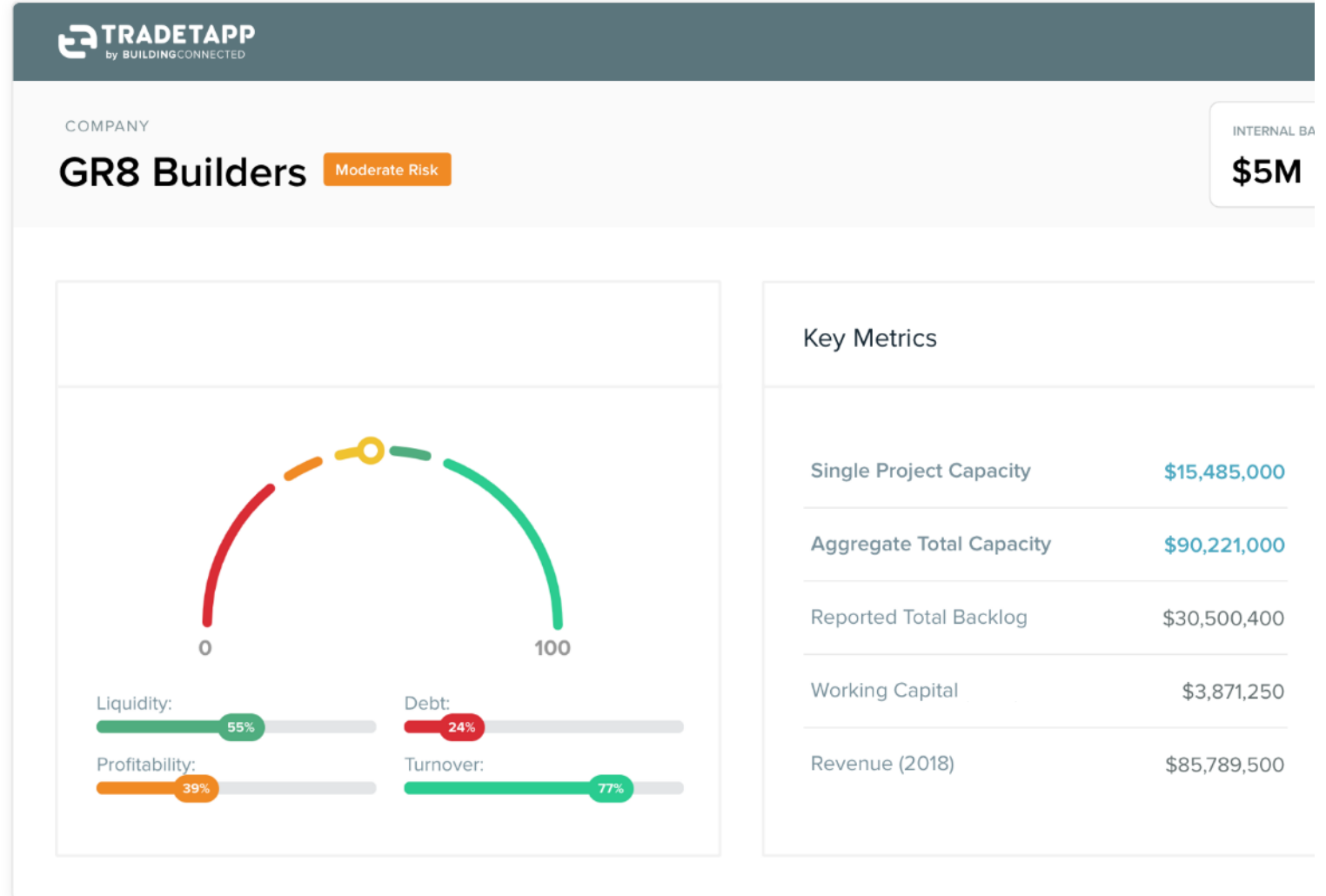


**Williams Company Tampa does not have any changes to the staffing levels planned.**

# Firm's Current Workload & Capacity

Allocation of duties among staff and subcontractors should be indicated.

- Thorough Prequalification Process
- Sub Backlog Verification
- References
- Personal Phone Calls



# Firm's Current Workload & Capacity

*Applicant has current staff available for pre-construction services and will have adequate experienced staff (Superintendent, Project Managers, etc.) to properly manage this project*

## PRECONSTRUCTION BENCH STRENGTH AND DEPTH OF RESOURCES.

**170<sup>+</sup>**

Avg. projects per year

**\$2.5<sup>B</sup>**

Estimated in 2025

**100<sup>s</sup>**

Of Happy Clients



### ***3. M/WBE & Local Workforce Participation***

**Whether the applicant is a certified minority/woman owned business enterprise. Whether the applicant has demonstrated a commitment to increasing the successful participation of certified minority and women owned businesses. Whether the applicant is a local business or employees are residents of Hernando County. Does the applicant encourage the use of Florida and Hernando County construction workforce?**

# M/WBE & Local Workforce Participation

*A clear demonstration of a commitment to diversity by prospective consultants seeking business with the District is expected.*



**Look at our other Clients MWBE, VBE & LDB Programs to bring in new subs**



**Outreach, Outreach, Outreach**



**Work with existing subs to get them certified as M/WBE's**



**Vet subs with the Hernando School District**

# M/WBE & Local Workforce Participation

The District seeks to encourage participation by local vendors and Florida based construction workforce.

AJS Building  
Central Florida Land Service  
Complete Drywall of Hernando, Inc.  
Construction Genes LLC  
Driggers Engineering Services  
Dynasty Land Management  
EC Building Solutions  
Eddy's Excavating  
Faulkner Electric  
Foster's Roofing Enterprises, Inc.  
H2O Plumbing Solutions  
Industrial Welding & Maintenance, Inc.  
JLE Coatings  
Lee Hayes Stucco & Stone

Meares Plumbing  
Mike Daniel's Construction  
Millennium Commercial Cleaning  
RH Welding  
Right Electrical Contractors  
R&R Garage Doors

Senica Air Conditioning, Inc.  
Simmons Site Development  
Supreme Coatings  
Swift Construction and Painting  
Unlimited Site Services, Inc.

**DATABASE  
OF OVER  
75  
HERNANDO  
COUNTY SUBS**

**DATABASE  
OF OVER  
600  
CENTRAL  
FLORIDA SUBS**

# Examples of Local Business Participation

The District seeks to encourage participation by local vendors and Florida based construction workforce.

## Shopping & Purchasing Local



**Local Dollars: \$100,000+**

- Lunches
- Subcontractor appreciation
- BBQ's
- Gas for vehicles
- Hotel stays
- Supply runs

# Examples of Local Business Participation

The District seeks to encourage participation by local vendors and Florida based construction workforce.

## Island Village Elementary

Sub/Vendor Contract Value: \$17,665,490



## Pershing K-8 School

Sub/Vendor Contract Value: \$17,948,366



## Lake Como K-8

Sub/Vendor Contract Value: \$18,082,268



Local Percentage:

**71%**

Local Dollars:

**\$12,528,621**

Local Percentage:

**82%**

Local Dollars:

**\$14,823,348**

Local Percentage:

**63%**

Local Dollars:

**\$11,442,702**

# M/WBE & Local Workforce Participation

For this project, what is the applicants plan to include and recruit MWBE & Local Workforces



**Community Forums**



**Outreach Events**



**Personal Phone Calls**



**Early & Frequent Notifications**



**Follow-Up**



**Established Relationships**



**Subcontractor Prequalification**



**Site Visits**





Eastside Elementary School Topping Out

A photograph of three construction workers on a site. The worker in the center is wearing a grey hard hat and a high-visibility yellow safety vest with the Williams Company logo on the back. Two other workers are visible in the background, one wearing a red hard hat and another a grey one. The background shows the skeletal structure of a building under construction.

## *4. Construction Management Approach*

**Applicant's ability and methods to manage the project from pre-construction through contract closeout.**

## Preconstruction Services

**Our Success comes from our KNOWLEDGEABLE  
PRECONSTRUCTION TEAM and STRONG LOCAL RELATIONSHIPS.**

**Estimate  
Development  
Begins at Program  
Verification**

**Cost Estimator  
Involved  
Throughout  
Design**

**Updated Estimate  
after every  
major scope  
modification**

**Effective Cost  
Containment**

# Construction Management Approach

The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## Budgeting

### Ability to Maintain Budget **SINCE 1920**



**Sunlake Classroom Addition**  
Budget – \$8M  
GMP - \$6.9M  
Savings - \$1.1M



**Parrish Community High School Addition**  
Budget – \$10.5M  
GMP - \$9.3M  
Savings - \$1.2M



**OCPS - Boone High School**  
Budget – \$55.6M  
GMP - \$51.9M  
Savings - \$3.7M

# Construction Management Approach

*The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.*

## Bidding

- **Complete and Correct Scope**
- **Clearly Communicate to Subcontractors**
  - Prior to GMP
  - Eliminate Surprises!
  - No Change Orders for Logistics/Phasing/Mobilizations!
- **Complete and Correct Proposals**
  - Subs Understand and Include all Scope



# Construction Management Approach

The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## Bidding

### Coverage! Coverage! Coverage! Bid Participation on Eastside Elementary School

Sitework	4
Masonry	5
Structural Steel	4
Fire Protection	5
Plumbing	4
Drywall & Framing	4
Roofing	6
Painting	4
Electrical/Low Voltage	5
Test & Balance	4
Furniture	5




# Construction Management Approach

The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## Contract Management

- PROCORE and DroneDeploy
- Daily and Weekly OAC Meetings
- Monthly Reports
- Site Visits
- Project Photos and Documentation
- Recap Emails



**Williams Company Tampa**  
5201 West Kennedy Blvd., Suite 535  
Tampa, Florida 33609  
P: (813) 418-3810  
F: (813) 418-3819

**Project: 23501 PCPS Stephens ES - Interior Remodel**  
1350 N. Maple Avenue  
Bartow, Florida 33830

---

### OAC Meeting Minutes: Meeting #7

---

**Meeting Date:** Jul 11, 2023      **Meeting Time:** 1:30 PM - 2:30 PM Eastern Time (US & Canada)

**Meeting Location:** 1350 N Maple Ave, Bartow, Florida 33830

**Overview:** Weekly OAC meeting to discuss the schedule and general project related coordination. Meeting will be held on the school campus in Building 5

**Notes:** Please notify Margaret Dewar regarding any discrepancies in the meeting notes requiring correction and redistribution. Meeting notes may be expanded upon post-meeting for further clarity. Meeting notes are assumed to be accurate and accepted if no changes or corrections are communicated within 48 hours of distribution.

Other Attendees not listed:

**Attachments:** [PCPS\\_Stephens\\_ES\\_Renovations-Change\\_Event\\_Log\\_REV1\\_2023-07-11.pdf](#), [22-51 Building 2 Final Inspection 07-07-23.pdf](#), [04\\_Stephens\\_ES-Site\\_Logistics.pdf](#), [IMG\\_0394.JPG](#), [Stephens\\_ES\\_Remodel\\_Sched\\_2023-07-11.pdf](#), [Stephens - Circulation Desk.PNG](#)

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#### Site Logistics

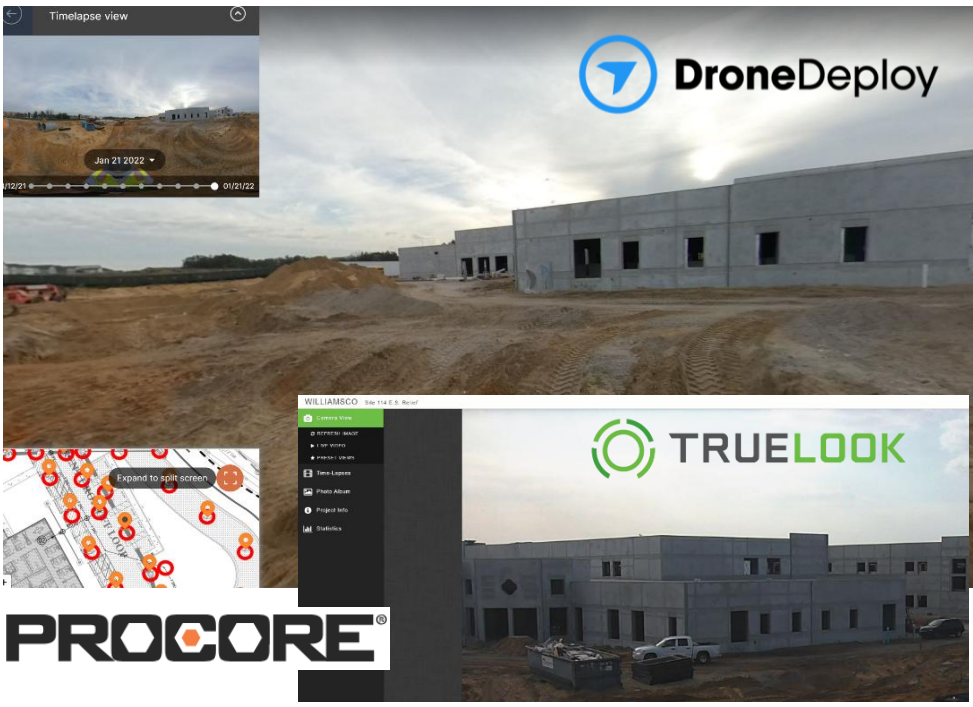
No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	Old/New
1.1	1	Overall Review				Open	Old
<p><b>Description</b> Logistics plan attached, which was handed out at the Kick-Off meeting. General discussion about how this is working and any current issues needing to be addressed, as construction starts and progresses.</p> <p><b>Official Documented Meeting Minutes</b></p> <ul style="list-style-type: none"> <li>Logistics plan is working well. No longer having issues routing parents to office.</li> </ul> <p><b>Previous Meeting Minutes</b> Jun 27, 2023</p> <ul style="list-style-type: none"> <li>Outdoor signage is good.</li> </ul>							

---

#### Schedule

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	Old/New
2.1	1	Construction Schedule				Open	Old
<p><b>Description</b> Review of the current schedule and progress. Updated schedule attached to the agenda.</p> <p><b>Building 2:</b></p> <ul style="list-style-type: none"> <li>Punchlist was created on Friday.</li> </ul>							

Williams Company Tampa
Page 1 of 8
Printed On: May 17, 2024 03:38 PM EDT



“Williams Company is an excellent CM firm and I highly recommend them for any scale project. They are not just a firm that you will work with again but a firm that you want to work with again.”

- Caton Gantt, Project Coordinator, Pasco County Schools

**QUALITY CONTROL  
PROCESS**

**3 STEP PROCESS**



The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## QUALITY CONTROL PROCESS

1

### PRE- CONSTRUCTION

#### DESIGN GUIDELINE REVIEW

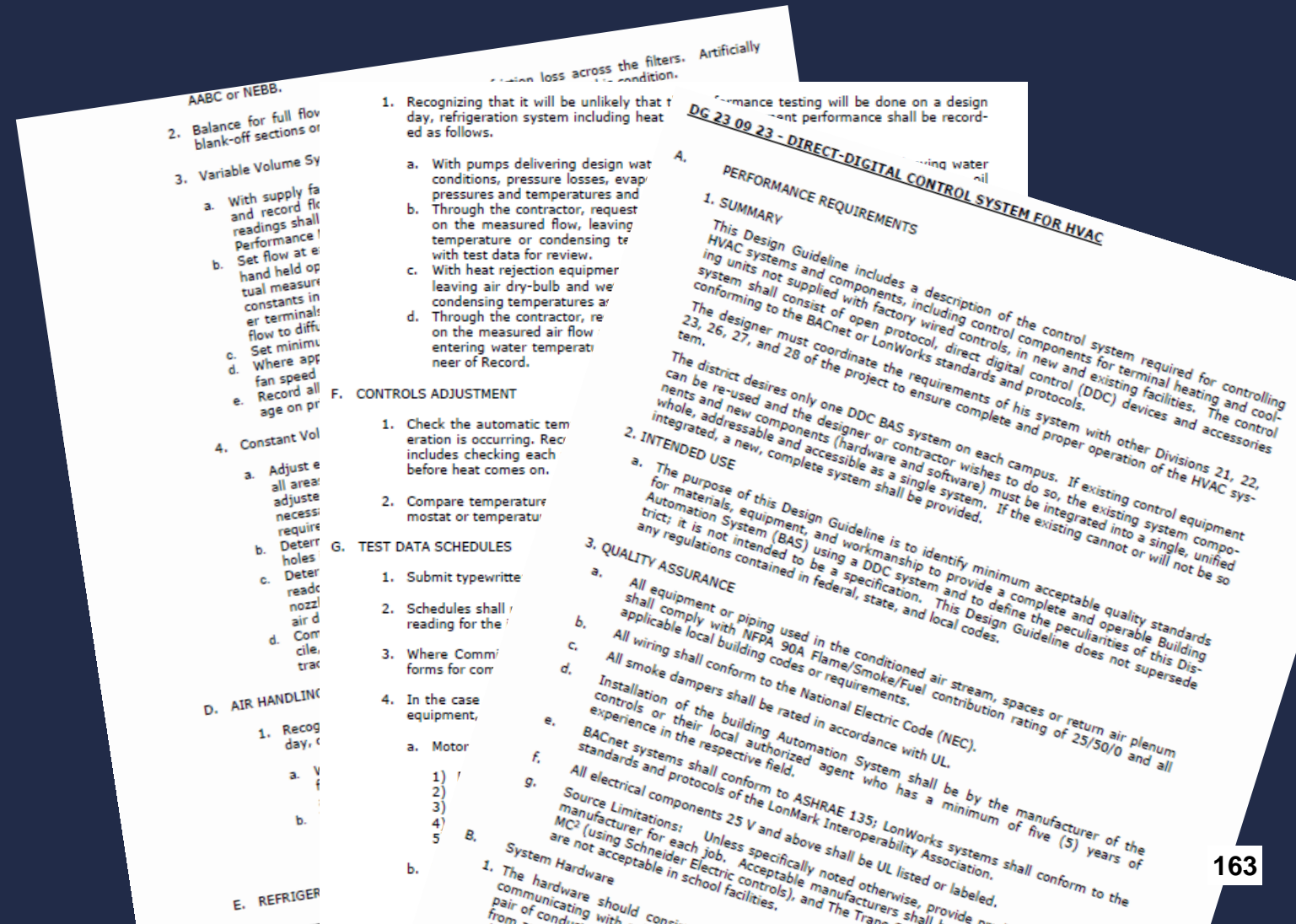
Verification that the specifications align with the district design guidelines.

#### SUBSTITUTIONS

NO substitutions after GMP.

#### SUBCONTRACTOR CAPABILITY

Financial capability and workload capacity.



The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## QUALITY CONTROL PROCESS

### 2

#### SUBMITTALS

##### COLLABORATIVE REVIEWS

Project Team is engaged in the review process.

##### REVIEW CHECKLISTS

Ensure consistency across reviewers.

##### COMPLIANCE FOCUS

NO deviation from specifications.  
No Exceptions. Period.



The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## QUALITY CONTROL PROCESS

3

### FIELD BASED

#### PRE-INSTALLATION MEETINGS

Scope and Spec reviews with Subcontractor PM and Foreman on site.

#### MATERIAL VERIFICATION

Ensure compliance upon delivery, not during installation.

#### INSTALLATION COMPLIANCE

Mockups when needed and continuous monitoring from the on-site team with daily reporting.



# Construction Management Approach

*Past or current litigation or liquidated damages claims against the applicant should be listed with consideration given to the applicant's explanation of these circumstances.*

**Williams Company Tampa  
has had zero litigation or  
liquidated damages claims.**



# Construction Management Approach

The presentation should indicate the applicants approach to closeout including final payment, Board approval and 3rd party audit participation.

## Closeout

- Starts at preconstruction
- Keeping as-built documents up-to-date throughout the project
- Being proactive in gathering all operational and maintenance documents at 50% of occupancy
- We punch list as we go along
- Staff and Maintenance Training

**We guarantee to close out your project in 30 days or less from Substantial Completion.**


08/02/2023

Printed on Fri May 17, 2024 at 03:40 pm EDT  
Job #: 23501 PCPS Stephens ES - Interior Remodel  
1350 N. Maple Avenue  
Bartow Florida. 33830

**WILLIAMS COMPANY**  
Williams Company Tampa  
5201 West Kennedy Blvd., Suite 535  
Tampa, Florida 33609  
United States  
(813) 418-3810


**Punch Items for 23501 - PCPS Stephens ES - Interior Remodel** 246 Items

**#253: Drywall Patch/Repair**


Type:	Location: <b>Building 1&gt;01-041B Storage</b>	
Date Created: 08/02/2023	Due Date: 08/06/2023	
Priority:	Status: <b>Closed by Margaret Dewar on 08/04/2023</b>	
Creator: <b>Michael Johnson</b>	Reference:	
Punch Item Manager: <b>Margaret Dewar</b>	Final Approver: <b>Margaret Dewar</b>	
Ball in Court:	Assignee Name: <b>Jewell, Steven (MB Drywall Solutions, LLC)</b> <i>Work Required</i>	

Description:

**#251: Ceramic/Hard Tile Damage**

Type:	Location: <b>Building 1&gt;01-046C Girl's Toilet</b>	
Date Created: 08/02/2023	Due Date: 08/06/2023	
Priority:	Status: <b>Closed by Margaret Dewar on 08/04/2023</b>	
Creator: <b>Michael Johnson</b>	Reference:	
Punch Item Manager: <b>Margaret Dewar</b>	Final Approver: <b>Margaret Dewar</b>	
Ball in Court:	Assignee Name:	

Description:



## *5. Featured Projects and Project Approach*

Applicant and staff's prior performance on educational facilities projects, including ability to meet project schedule and budget. Consideration will be given to more recent projects and projects of similar dollar volume and scope in establishing the applicant's record of successfully completing continuing service projects.

# Featured Projects & Project Approach

The presentation should establish the applicant's record of successfully completing projects of similar scope and complexity. Experience with public educational or technical facilities should be indicated.



**200+**  
K-12 SCHOOLS



**55+**  
YEARS OF BUILDING  
K-12 SCHOOLS



**\$1+**  
BILLION  
IN K-12  
PROJECTS



**12**  
SCHOOL DISTRICTS



**105+**  
YEARS IN  
CENTRAL FLORIDA



**7**  
MILLION  
SQUARE FEET  
K-12 PROJECTS



**K-12**  
COMPREHENSIVE  
RENOVATIONS &  
HVAC  
REPLACEMENTS



# Featured Projects & Project Approach

The presentation should establish the applicant's record of successfully completing projects of similar scope and complexity. Experience with public educational or technical facilities should be indicated.

## HVAC Replacements – Occupied Campus



**Shields Middle School Renovation**

## Challenges of the Project

- Site Safety - Working on An Occupied Campus
- Phasing and Sequencing of Renovations
- Early Procurement



# Featured Projects & Project Approach

The presentation should address the applicant's intended approach to anticipated challenges or unique characteristics of this proposed project. Items such as scheduling, staging, procurement, staffing, phasing, etc. as applicable.

## Safety Culture



- Site-specific safety plan and program
- Safety orientation and certification for all members on site

- **Mandatory monthly safety training**
- Daily emphasis on job site supervision
- JLA Badging
- OSHA 30 certified
- **COMMUNICATION**



- Frequent random unannounced visits
- Monitor constantly








# Safety – Site Logistics



## Powell Site Logistics

Description

-  Contractor Entry Gate
-  Contractor Laydown & Trailer
-  Contractor Site Fencing
-  Modular Classroom Complex
-  Temporary Playfield

# Featured Projects & Project Approach

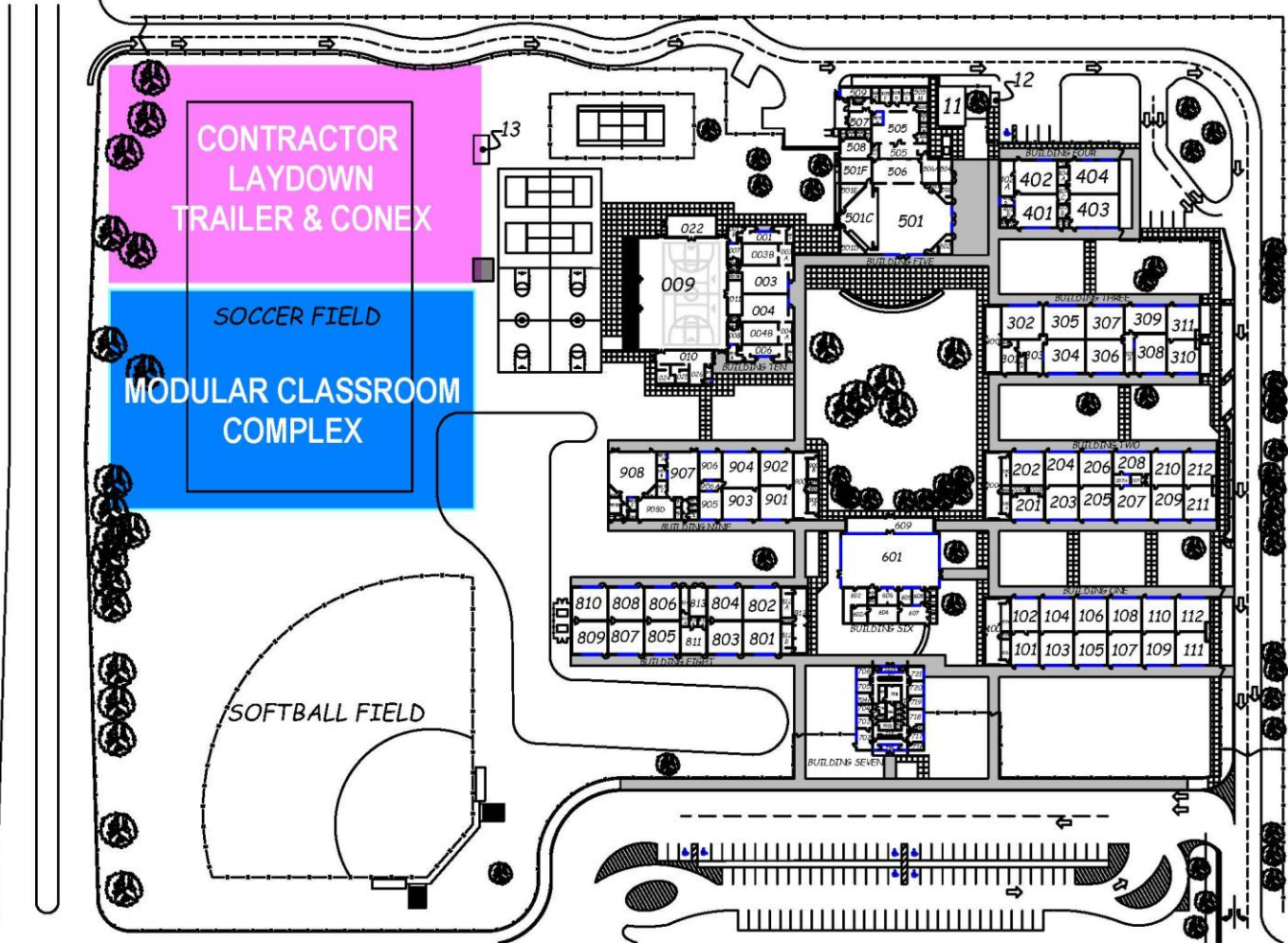
The presentation should address the applicant's intended approach to anticipated challenges or unique characteristics of this proposed project. Items such as scheduling, staging, procurement, staffing, phasing, etc. as applicable.

## Powell Middle School HVAC Replacement Milestone Schedule

Milestones	2026				2027			
	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4
Design, Budgeting, and Permitting	02/26 – 08/26							
Early Procurement			07/26 – 08/26					
Final GMP				09/26 – 11/26				
Mobilization & Portables					12/26 – 01/27			
Phased HVAC Renovations					02/27 – 11/27			
Demobilization								12/27

# Project Approach

## DECEMBER 2026 - SITE MOBILIZATION & MODULAR CLASSROOMS



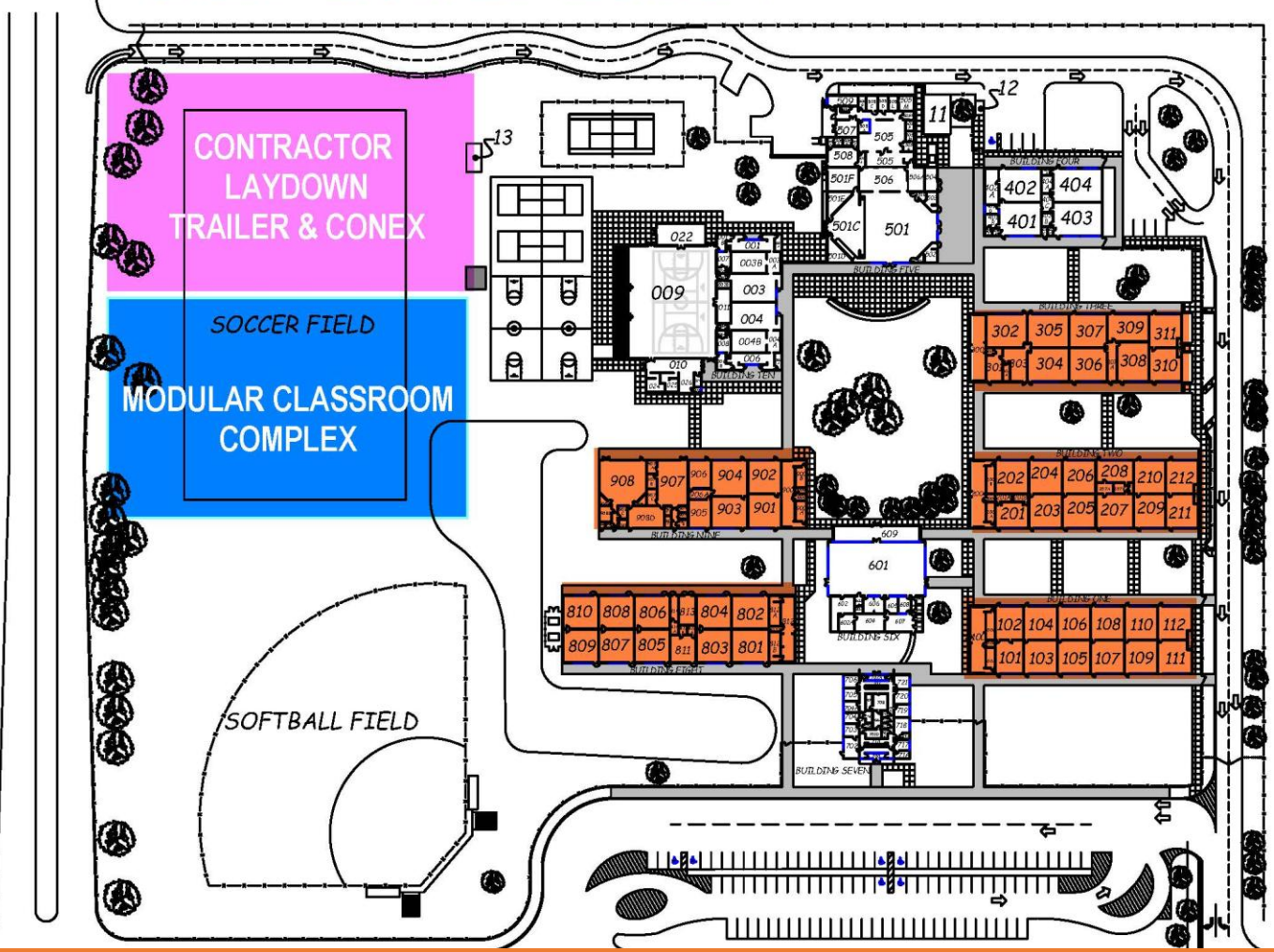
### Mobilization & Portables

Dec 2026 – Jan 2027

Dec | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |

# Project Approach

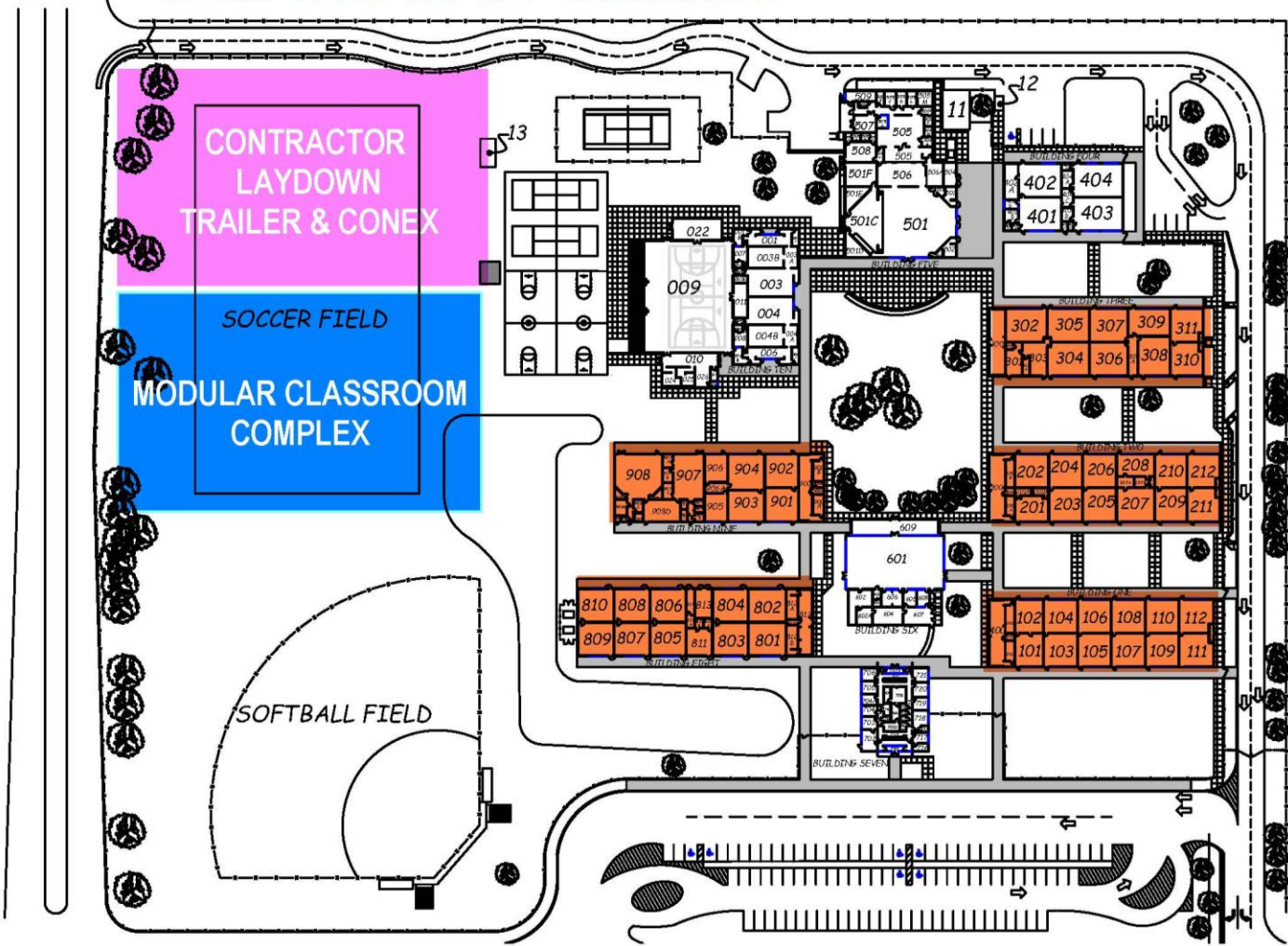
JANUARY - FEBRUARY 2027 - CLASSROOM A



## Classroom A

# Project Approach

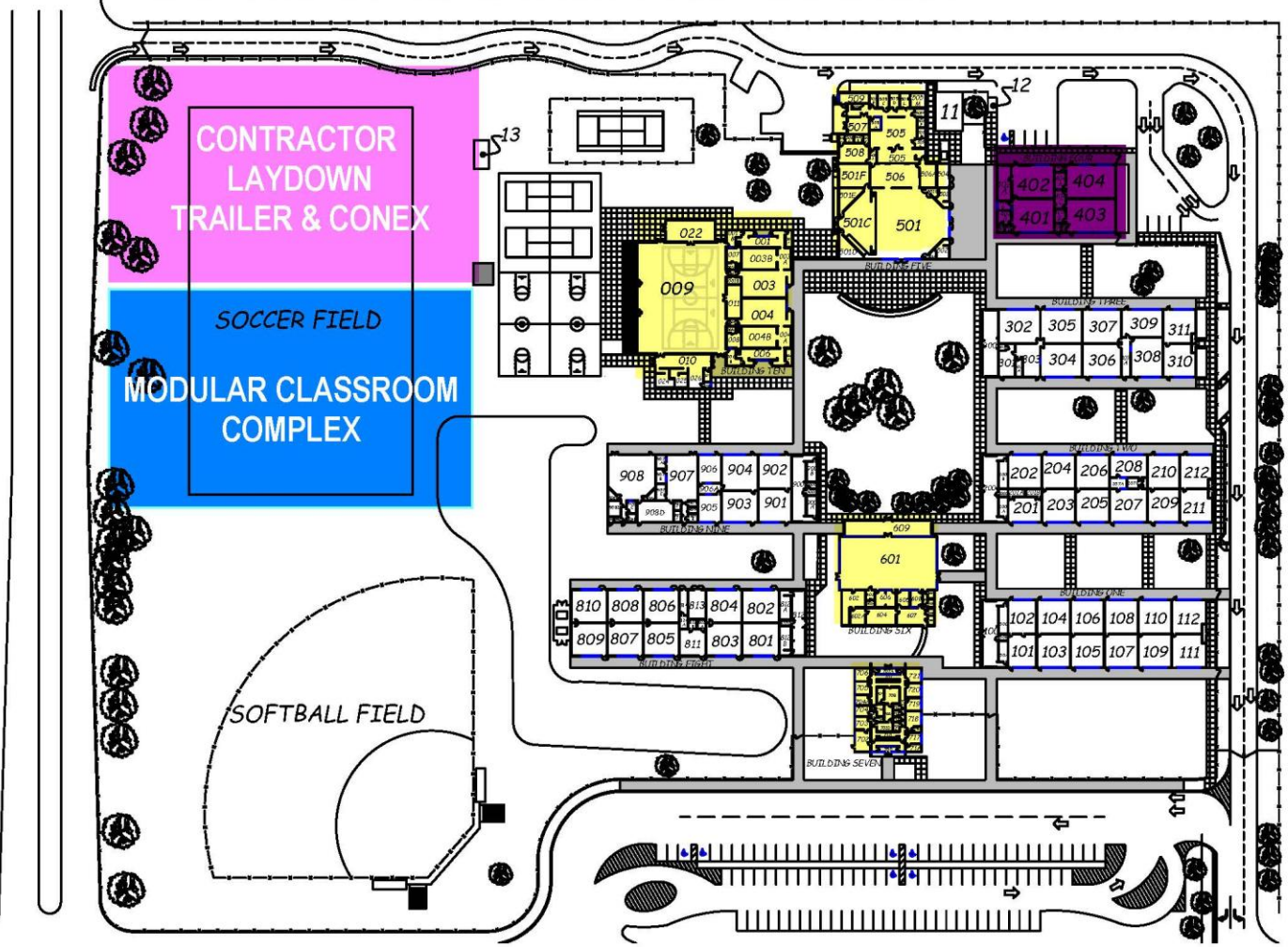
MARCH - APRIL - MAY 2027 - CLASSROOM B



## Classroom B

# Project Approach

MAY - JULY 2027 - CLASSROOM C & SUPPORT BUILDINGS

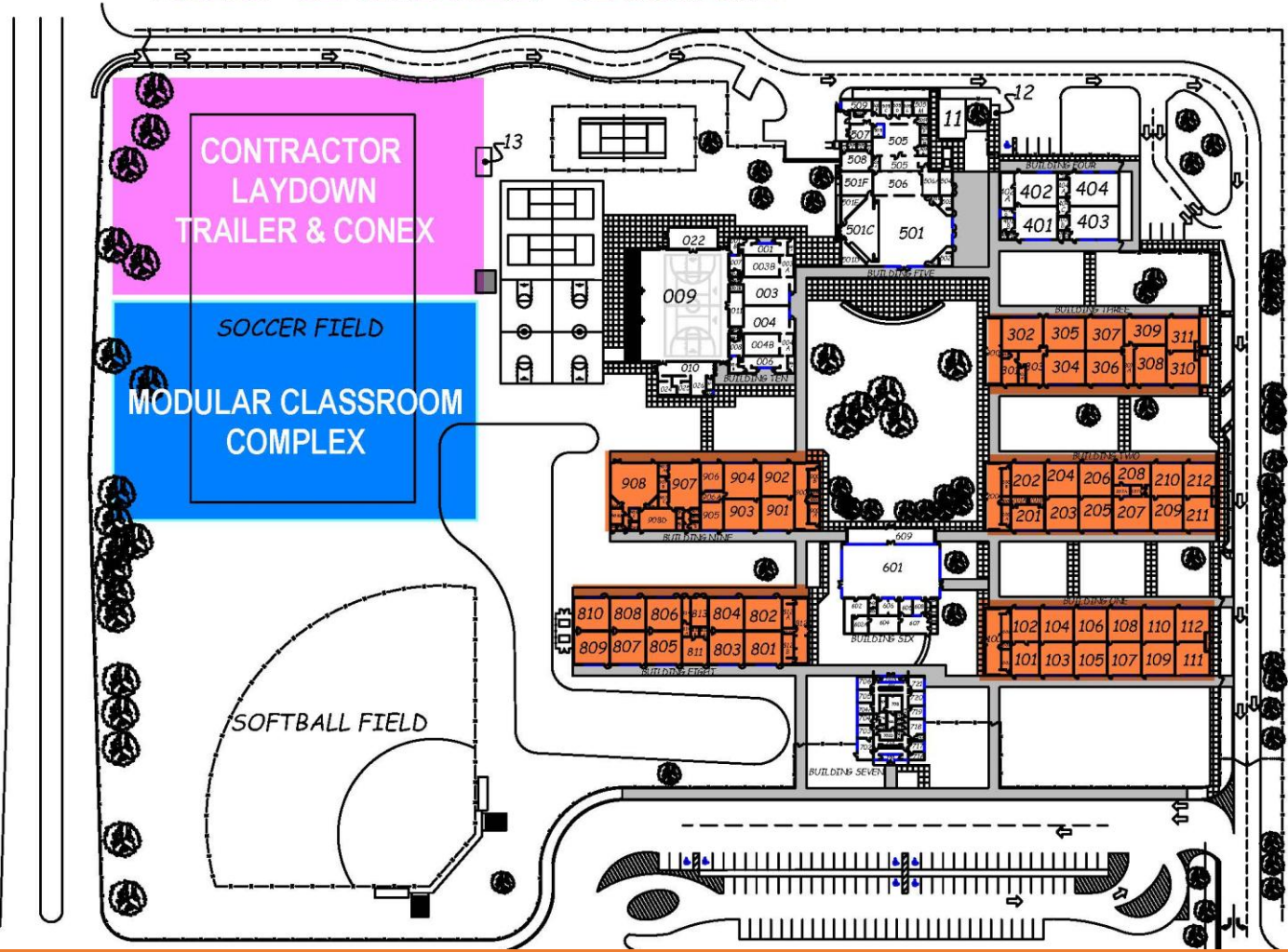


## Classroom C & Support Buildings

May – July 2027

# Project Approach

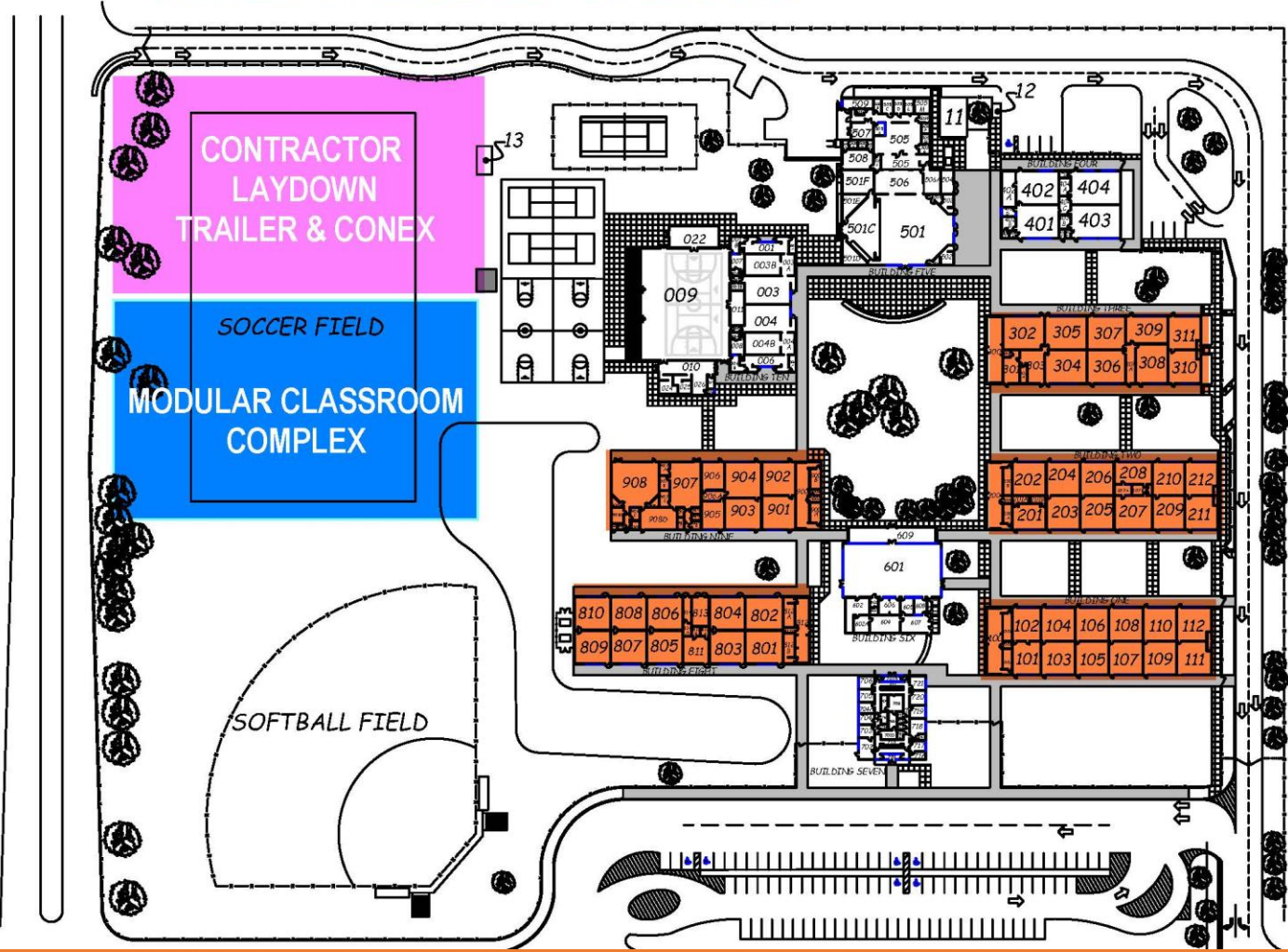
AUGUST - SEPTEMBER 2027 - CLASSROOM D



## Classroom D

# Project Approach

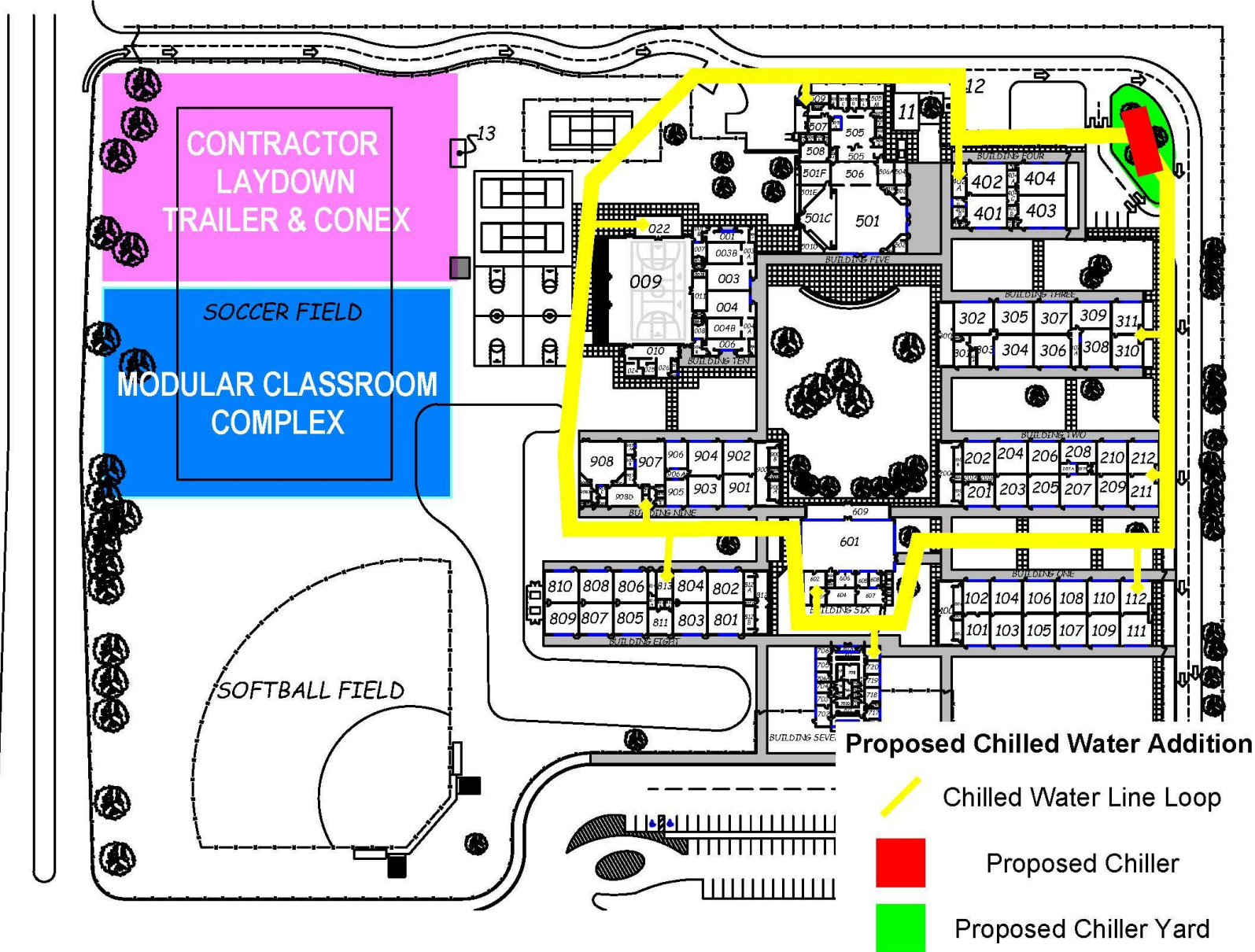
## OCTOBER - NOVEMBER 2027 - CLASSROOM E



### Classroom E



# Chilled Water Addition



# Featured Projects & Project Approach

The presentation should address the applicant's intended approach to anticipated challenges or unique characteristics of this proposed project. Items such as scheduling, staging, procurement, staffing, phasing, etc. as applicable.



## STEP ONE

Quarterly Walk through with key trades such as Mechanical, Electrical, coatings, joint sealants, and Door Hardware.

**SCHEDULE**

## STEP TWO

Verification of Systems and building components to ensure design intent is maintained.

**VERIFY**

## STEP THREE

Assemble comprehensive report noting deficiencies. Plan location, photos, responsibility, and description included.

**REPORT**

## STEP FOUR

Complete and verify deficiencies noted in the report.

**NO COST TO  
HERNANDO  
COUNTY SCHOOLS!**

**COMPLETE**

# *No cost to you!*

“ The Williams Company is the best contractor I have worked with during my time at Pasco County Schools. From pre-construction through the warranty phase, a high level of professionalism and responsiveness is consistently delivered.”

- **Caton Gantt, Project Coordinator**  
**District School Board of Pasco County**



PROJECT SURVEY

Project Name: Starkey Ranch K8 Classroom Addition  
 Client: District School Board of Pasco County  
 Contact: Caton Gantt, Project Coordinator

**Please rate the first three (3) questions on a scale of 1-10**  
 (1= Poor, 5 = Average, 10 = Excellent)

- 1) How was the overall performance of the Williams Company on your project? 10
- 2) How well did our Project Manager perform on the project? 10
- 3) How well did our Superintendent perform on the project? 10
- 4) What are we doing right?  
The Williams Company team is the best contractor I have worked with during my time at Pasco County Schools. From pre-con through the warranty phase, a high level of professionalism and responsiveness is consistently delivered. Keep up the good work!

5) What could we be doing better?  
I have no complaints at this time.

---



---

6) Would you recommend Williams Company for future projects?  
 (Please circle one)

**Would not recommend**      **Would recommend**      **Would highly recommend**

Additional Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature

4/30/24  
 Date





**G**ROWTH

**R**ESPECT

**O**WNSHIP

**W**INNING ATTITUDE

**L**EADERSHIP



*We build **QUALITY SCHOOLS**  
so you can provide  
our children with a  
**QUALITY EDUCATION.***





# WHY WILLIAMS COMPANY

- **Hernando County Trade Partners**
  - **Proven and Trusted Partner**
  - **100% Employee-Owned**
  - **Occupied Campus Experts**
- **We have the BEST LOCAL TEAM!**



It Will Be  
**Right**



It Will Be  
**On-Time**



It Will Be  
Delivered With  
**Incredible  
Service**

# Construction Management Approach

The presentation should indicate the applicant's ability and methods to perform pre-construction services, budgeting, cost analysis, bidding, contract management, quality control and other tasks related to this project.

## HVAC Replacement Projects

Year	Project	Student Stations	SQFT	GMP Amount	\$/SQFT	\$/Student
2019	Sickles HS	2,471	321,539	\$18,316,450	\$56.96	\$7,412.57
2021	Burney MS	394	49,594	\$2,617,985	\$52.79	\$6,644.63
2022	Pierce MS	1,339	120,000	\$6,184,545	\$51.54	\$4,618.78
2023	Shields MS	1,746	129,215	\$6,328,817	\$48.98	\$3,624.75
2023	Westbrook ES	1,001	93,150	\$4,830,578	\$51.86	\$4,825.75

Year	Project	Student Stations	SQFT	GMP Amount	\$/SQFT	\$/Student
2027	Powell MS	1,061	126,132	\$8,634,997	\$68.46	\$8,138.55
			* Estimated		* Adjusted	

2RK8 HVAC Only - 90% Budget Check \$/SQFT:	\$53.28	\$61.80
KRK8 HVAC Only - DD Budget \$/SQFT:	\$59.02	\$68.46

# Featured Projects & Project Approach

*The presentation should establish the applicant's record of successfully completing projects of similar scope and complexity. Experience with public educational or technical facilities should be indicated.*

## HVAC Replacements – Occupied Campus



Sickles High School



Burney Elementary School



Boone High School



Blankner K-8 School



Shields Middle School



Pierce Middle School

# Featured Projects & Project Approach

*The presentation should establish the applicant's record of successfully completing projects of similar scope and complexity. Experience with public educational or technical facilities should be indicated.*

## HVAC Replacements – Occupied Campus



**Pierce Middle School – HVAC Replacement**



**Sickles High School Renovation**

**APPENDIX A2**

**RFQ #9009-2601-1001: Construction Manager at Risk Services - HVAC Replacement for Powell Middle School**

**STEP 2 FINAL RANKING MATRIX**

FIRM	QUALIFICATIONS					AVERAGE QUALS	QUALS SCORE	RANK
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5			
Williams Company Tampa	93	78	98	100	96	93.00	93.00%	1
Skanska Building USA, Inc.	93	67	94	91	77	84.40	84.40%	2
JE Dunn Construction	86	60	89	84	68	77.40	77.40%	3

**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® 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 Twenty-eighth 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  
352-797-7050

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

Williams Company Tampa  
291 Southhall Lane  
Maitland, FL 32751

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

Powell Middle School HVAC Replacement  
4100 Barclay Avenue, Brooksville, FL 34609  
Campuswide HVAC replacement as advertised in RFQ# 9009-2601-1001

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

Phoenix Engineering  
10012 N. Dale Mabry HWY, Suite 102  
Tampa, FL 33618

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
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- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
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- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
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- 12 DISPUTE RESOLUTION
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- 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.)*

§ 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:

\$8,500,000

Less Preconstruction Phase Services:

\$85,000

**Guaranteed Maximum Price Budget:**

**\$8,415,000**

§ 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

- .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 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# 9009-2601-1001

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Brian Ragan  
8016 Mobley Rd.  
Brooksville, FL 34601  
3527977050

ragan\_b@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 if required

.2 Civil Engineer:

N/A - To be a sub consultant to the Engineer

.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.)

Chad West  
10012 N. Dale Mabry HWY, Suite 102  
Tampa, FL 33618

cwest@phoenixeng.us

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

Dirk Heller  
291 Southhall Lane  
Maitland, FL 32751  
813-239-6012

dheller@williamsco.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 E234™-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 \$ 85,000 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***

<b>Individual or Position</b>	<b>Rate</b>
VP of Operations	\$189.64
Chief Estimator	\$166.89
Pre-Construction Manager	\$102.47
Scheduling Manager	\$112.65
Project Manager	\$105.13
Superintendent	\$117.88

**§ 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.

## § 5.2 Payments

§ 5.2.1 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

§ 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. Amounts unpaid (9090 ) 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.)*

2.00 % per annum

## 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.)*

Four and one-quarter percent (4.25%) of the Cost of the Work

### § 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 ( 100.00 %) 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 forgoing, any such agreed rates may still be audited and reduced at the option of Owner. All hourly rates, including labor burden, must be verifiable by payroll records and other actual costs and are subject to audit verification.

## **§ 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. Amounts for the Construction Managers insurance program shall not exceed 1.25% of the subcontract agreement amount for Subcontractor Default Insurance (SDI) and 0.85% of the Contract Sum for General Liability Insurance. Performance and Payment bonds will be limited to the actual cost as verified by invoices from the bonding company.

**§ 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 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.)*

2.00 % per annum

## 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

## **§ 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 and Zero Cents (\$ 1,000,000.00 ) for each occurrence and 2,000,000.00 (\$ Two Million Dollars and Zero Cents ) 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 and Zero Cents (\$ 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.

**§ 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 and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) 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 and Zero Cents (\$ 500,000.00 ) per claim and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00 ) in the aggregate.

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

<b>Coverage</b>	<b>Limits</b>
Builders 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 A-133 GMP Amendment	Exhibit A	2019	5
AIA Insurance and Bonds	Exhibit B	2019	7
HCSB Insurance and Bonds	Exhibit C	11-09-2020	

HCSB Standard Addendum	Exhibit D	2022	6
HCSB Conflicts of Interest Form	Exhibit E	8-25-2015	5
HCSB Construction Manager Guidelines	Exhibit F	2-03-2025	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 A 201-2017 General Conditions of the Contract for Construction  
 AIA A 201-2017 General Conditions of the Contract for Construction  
 Hernando County School District Construction Manager Guidelines (Exhibit F)

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 (Printed name and title)

*Dirk Heller*

\_\_\_\_\_  
 CONSTRUCTION MANAGER (Signature)

**DIRK HELLER, V.P. of OPS.**

\_\_\_\_\_  
 (Printed name and title)



## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty-eighth 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)*

Powell Middle School HVAC Replacement  
4100 Barclay, Brooksville, FL

**THE OWNER:**

*(Name, legal status, and address)*

Hernando County School District  
8016 Mobley Rd  
Brooksville, FL 34601

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Williams Company Tampa  
291 Southhall Lane  
« Maitland, FL 32751

### 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<sup>™</sup>-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<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-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 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, the Architect, and the Architect's consultants 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, and, with respect to the Architect and the Architect's consultants, CG 20 32 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 and Zero Cents (\$ 1,000,000.00 ) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars and Zero Cents (\$ 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 and Zero Cents (\$ 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 and Zero Cents ( \$ 1,000,000.00 ) per claim and One Million Dollars and Zero Cents ( \$ 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

§ 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 (Penal Sum (\$0.00).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**

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**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)

**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,

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.

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

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:** Williams Company Tampa



Printed Name: Dirk Heller

Title: Vice President of Operations

Date: 4/7/2026

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: Williams Company Tampa

Vendor FEIN: 26-0869181

Vendor's Authorized Representative Name and Title: Dirk Heller, Vice President of Operations

Address: 291 Southhall Lane

City: Maitland State: FL ZIP: 32751

Phone Number: 813-418-3810

Email Address: dheller@williamsco.com


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: Dirk Heller, Vice President of Operations

Date: 4/7/2026

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: Dirk Heller

Title: Vice President of Operations

Signature: 

Date: 4/7/2026

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.

Dirk Heller  
Signature of Officer/Agent authorized

Williams Company Tampa  
Company Name

Dirk Heller  
Print Name

291 Southhall Lane  
Business Address

Maitland, FL 32751  
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

<b>Bid Package: Gypsum Board</b>	<b>Bidder 1 [name]</b>	<b>Bidder 2 [name]</b>	<b>Bidder 3 [name]</b>	<b>Bidder 4 [name]</b>
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**

HCS D 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 HCS D 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 HCS D 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 HCS D, 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

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			<b>WORK COMPLETED</b>						
1	<b>GENERAL CONDITIONS</b>	154,222.00							
2	<b>CM FEE</b>	57,000							
3	<b>REIMBURSABLE ITEMS</b>								
	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	<b>SITework: \$31,000 [SUBCONTRACTOR NAME]</b>								
	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:	<b>9,600.00</b>							
AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT								Page 4 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
<b>12</b>	<b>FLOORING \$15,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Hard Tile	4,000.00							
	2) VCT	11,000.00							
	Revised contract value:	<b>15,000.00</b>							
<b>13</b>	<b>GYP BOARD &amp; FRAMING – 140,000.00 [SUBCONTRACTOR NAME]</b>								
	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:	<b>100,000.00</b>							
<b>14</b>	<b>ACOUSTICAL CEILINGS \$7,800.00 [SUBCONTRACTOR NAME]</b>								
	1) Acoustical Ceilings	7,800.00							
	Revised contract value:	<b>7,800.00</b>							
<b>15</b>	<b>PLASTER &amp; STUCCO \$104,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Stucco	100,000.00							
	2) Plaster Ceilings	4,000.00							
	Sub CO#1 – Owner Direct Purchase credit	-3,000.00							
	Revised contract value:	<b>101,000.00</b>							

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16	<b>PAINING \$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					
<b>17</b>	<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>							
<b>18</b>	<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>							
<b>19</b>	<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:	4,900.00							
<b>20</b>	<b>SPRAYED FIRE RESISTIVE \$14,000.00 [SUBCONTRACTOR NAME]</b>								
	1) Sprayed fire proofing	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	WORK COMPLETED		MATERIAL STORED THIS PERIOD	COMPLETE & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
<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	← 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.						
	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

**A. Item Currently Budgeted -**

Account Name	Half Cent Funds- Powell Middle School HVAC Renovation Pre-Construction Services					
Account Number	3983E	7400	6800	0221	M2010	
	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
\$ 85,000.00	\$ 0.00	\$ 0.00	\$ 85,000.00	\$ 85,000.00	\$ 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:**   
**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

Agenda Item # 20. 26-3706

4/28/2026

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

Approve the piggyback of the Sourcewell Cooperative, RFP No. 010925 Contract Nos. 010925-MBI, 010925-BAN, 010925-VRM: Tree Maintenance Equipment, Attachments & Accessories, awarded to Morbark, LLC., Bandit Industries, Inc., & Vermeer Manufacturing Company dba Vermeer Corporation and authorize the purchase of related 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 approve the piggyback of the Sourcewell Cooperative, RFP No. 010925, Contract Nos. 010925-MBI, 010925-BAN, 010925-VRM: Tree Maintenance Equipment, Attachments & Accessories, awarded to Morbark, LLC, Bandit Industries, Inc., and Vermeer Manufacturing Company dba Vermeer Corporation, and authorize the purchase of related goods and services, on an as-needed basis, for an estimated annual spending of \$60,000.00

This contract can be utilized District wide.

HCSB Bid No. 26-020-41 PB has been assigned for internal tracking purposes.

### **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 28, 2026**

**Bid No. 26-020-41 PB**

**Bid Title: Tree Maintenance Equipment,  
Attachments & Accessories**

*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/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 (Sourcewell) | <input type="checkbox"/> Responsive/Responsible Bidders   |   |

**Bid Contract Period:**

**04/28/2026 through 02/24/2029**

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  
3

Length of  
Each Term (month)

Length of  
Each Term (year)  
1

None

**Rationale/Reason:** Piggyback the Sourcewell Cooperative, RFP #010925 Contract #010925-MBI, #010925-BAN, 010925-VRM: Tree Maintenance Equipment, Attachments & Accessories, awarded to Morbark, LLC., Bandit Industries, Inc., & Vermeer Manufacturing Company dba Vermeer Corporation. HCSB Bid No. 26-020-41 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:**

Christopher Reckner  
Director of Purchasing & Warehousing

**School(s):** District Wide

**Requested By:**

Joseph Rychcik  
Director of Maintenance

**Department(s):** Maintenance Department

Recommended award: (See attached)

**T/C CODE: 2641**

**Awarded Vendor:**

**Bandit Industries, Inc.**

Jason Morey  
(989)561-6175  
[jmorey@banditchippers.com](mailto:jmorey@banditchippers.com)  
[www.banditchippers.com](http://www.banditchippers.com)

Products & Services: Brush chippers, Wood chippers, Hand-fed chippers, Stump grinders, Wood waste grinders, Horizontal grinders, Slow speed shredders

Pricing:

- ◇ 12% off MSRP on 1 machine
- ◇ 15% off MSRP on 2 or more machines

**Morbark, LLC**

[www.morbark.com](http://www.morbark.com)  
James Cheney  
(844)966-7227  
[James.cheney@morbark.com](mailto:James.cheney@morbark.com)

Products & Services: Brush chippers: Stump cutters, Mini skid steers, Articulated wheel loaders, Forestry crawlers, Mulching head attachments, Whole tree chippers, Horizontal grinders, Tub grinders, Chiparvestors, Flails

Pricing:

- ◇ 13% discount off all whole goods with automatic Net 30 Day terms

**Vermeer Manufacturing Company dba Vermeer Corporation**

Chad Tousey  
(641)628-3141  
[government@vermeer.com](mailto:government@vermeer.com)  
[www.vermeer.com](http://www.vermeer.com)

Products & Services: Brush chippers, Stump cutters, Compact utility loaders, Articulated compact loaders, Compact utility loader attachments, Articulated compact loader attachments

Pricing:

- ◇ A discount of up to 14% for the tree maintenance equipment, attachments and accessories.
- ◇ In addition to the discount off MSRP, Vermeer's dealership network has the authority to consider volume discounts, member loyalty, and additional discounts at their discretion. Contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.

A. Item Currently Budgeted -										
Account Name <u>2025-2026 District Wide Equipment Accounts</u>										
Account Number		<u>3XX / 1100</u>	<u>7400 / 8100</u>	<u>64100</u>	<u>various</u>	<u>various</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
	-									
\$		\$		\$		\$		\$		\$
						60,000.00				

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:	<input type="checkbox"/>
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 # 21. 26-3711**

4/28/2026

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**Title and Board Action Requested**

Approve the Purchase and Implementation for the Hand2Mind Program and Authorize the Issuance of Purchase Orders in an Estimated Amount of \$78,637.63

**Executive Summary**

The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby request the Board to approve the purchase and implementation of the Hand2Mind program. This program aims to provide innovative, hands-on educational resources to enhance student learning and engagement in STEM (Science, Technology, Engineering, and Mathematics) subjects. Hand2Mind offers a comprehensive suite of educational tools designed to improve student outcomes through interactive, hands-on materials that align with the district's curriculum standards. By integrating these resources into the classroom, the program seeks to enhance STEM education, support teacher effectiveness, and improve student engagement.

The primary objectives of the Hand2Mind program are to enhance STEM education, support teacher effectiveness, and improve student engagement. To achieve these goals, the implementation plan will be executed in three phases. Phase 1 involves planning and training, where collaboration with Hand2Mind will tailor the program to the district's specific needs, and professional development sessions will equip teachers with the necessary skills to utilize the resources effectively. In Phase 2, deployment and support, materials and resources will be distributed to schools, with ongoing support from Hand2Mind's team to ensure successful implementation. Phase 3 focuses on evaluation and adjustment, with regular assessments to evaluate the program's effectiveness and make necessary adjustments to enhance its impact.

Funding in the amount of \$63,637.63 will be allocated from Title I to support the purchase of Hand2Mind mathematics manipulatives for grades K-12. Additionally, \$15,000.00 will be funded through Title II to provide aligned professional learning for instructional staff.

**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

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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.



## Quotation

Page 1 of 1  
 Number QUO041666-3  
 Date 4/9/2026  
 Requisition  
 Your ref. John Morris  
 Prepared By Enedelia Flores  
 Quotation deadline 7/8/2026  
 Payment Net 30 days  
 Invoice Acct # 74956

hand2mind  
 500 GREENVIEW COURT  
 VERNON HILLS, IL 60061-1862  
 USA

Telephone 800.445.5985  
 Fax 800-875-9643

Bill To:  
 HERNANDO CO SCHOOL  
 DISTRICT  
 919 N BROAD ST  
 BROOKSVILLE, FL 34601-  
 2397  
 USA

Ship to:  
 HERNANDO CO SCHOOL  
 DISTRICT  
 919 N BROAD ST  
 BROOKSVILLE, FL 34601-2397  
 USA

Item number	Description	Quantity	Unit	Sales price	Discount percent	Discount	Price after discount	Amount
96089	Numberblocks® Blockzee™ Balance Activity Set	130.00	EA	\$36.99	15.00	\$5.55	\$31.44	\$4,087.20
95402	Numberblocks, Adding and Subtracting Puzzle Set	104.00	EA	\$16.99	15.00	\$2.55	\$14.44	\$1,501.76
94589	NUMBER ROUTINES WITH NUMBERBLOCKS	12.00	EA	\$419.99	15.00	\$63.00	\$356.99	\$4,283.88
84791	MAGNETIC FRACTION NUMBER LINE	262.00	EA	\$22.99	15.00	\$3.45	\$19.54	\$5,119.48
91040	BASE TEN DIFFERENTIATED, DEMO MAGNETIC	250.00	EA	\$34.99	15.00	\$5.25	\$29.74	\$7,435.00
77291	VIEW THRU GEOMETRIC SOLIDS	78.00	EA	\$19.99	15.00	\$3.00	\$16.99	\$1,325.22
93411	NUMBERLINE CLOCK™, ADV, MAGNETIC DEMO	30.00	EA	\$54.99	15.00	\$8.25	\$46.74	\$1,402.20
93410	NUMBERLINE CLOCK™, ADV, STUDENT, S/6	65.00	EA	\$69.99	15.00	\$10.50	\$59.49	\$3,866.85

Sales Rep Information  
 ELIZABETH ABEL  
 (352) 346-9511  
 eabel@hand2mind.com

Purchase Orders can be sent to orders@hand2mind.com  
 Credit card orders can be called in to 800-445-5985



## Quotation

Page 1 of 1  
 Number QUO041666-3  
 Date 4/9/2026  
 Requisition  
 Your ref. John Morris  
 Prepared By Enedelia Flores  
 Quotation deadline 7/8/2026  
 Payment Net 30 days  
 Invoice Acct # 74956

hand2mind  
 500 GREENVIEW COURT  
 VERNON HILLS, IL 60061-1862  
 USA

Telephone 800.445.5985  
 Fax 800-875-9643

Bill To:  
 HERNANDO CO SCHOOL  
 DISTRICT  
 919 N BROAD ST  
 BROOKSVILLE, FL 34601-  
 2397  
 USA

Ship to:  
 HERNANDO CO SCHOOL  
 DISTRICT  
 919 N BROAD ST  
 BROOKSVILLE, FL 34601-2397  
 USA

Item #	Description	Quantity	Unit	Unit Price	Net Price	Tax	Freight	Total
93429	REKENREKS, MINI, 20-BEAD, WD, CLS S/25	100.00	EA	\$104.99	15.00	\$15.75	\$89.24	\$8,924.00
96980	Area Model Tray with Base Ten Blocks	100.00	EA	\$24.99	15.00	\$3.75	\$21.24	\$2,124.00
76027	XY CORD PEGBRD CLSRM BASIC KIT	66.00	EA	\$269.99	15.00	\$40.50	\$229.49	\$15,146.34
77293	MAGNETIC ALGEBRA TILES	50.00	EA	\$14.99	15.00	\$2.25	\$12.74	\$637.00
40818	FOLDING SOLIDS, GEO SET/16	50.00	EA	\$41.99	15.00	\$6.30	\$35.69	\$1,784.50
67385	ALGEBRA TILE CLASS SET	50.00	EA	\$124.99	15.00	\$18.75	\$106.24	\$5,312.00
92431	PERCENT BAR, MAGNETIC DEMO	30.00	EA	\$26.99	15.00	\$4.05	\$22.94	\$688.20

Currency	Sales subtotal amount	Freight / Service	Net amount	Sales tax	Total
USD	\$63,637.63	\$7,636.52	\$63,637.63	\$0.00	\$63,637.63

Discount Savings	\$11,232.60
Freight Savings	\$7,636.52
<b>Total Savings</b>	<b>\$18,869.12</b>

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 ELIZABETH ABEL  
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## Quotation

Page 1 of 1  
 Number QUO040971-4  
 Date 4/14/2026  
 Requisition QUOTE 5  
 Your ref.  
 Prepared By Laura Cortez  
 Quotation deadline 6/17/2026  
 Payment Net 30 days  
 Invoice Acct # 74956

hand2mind  
 500 GREENVIEW COURT  
 VERNON HILLS, IL 60061-1862  
 USA

Telephone 800.445.5985  
 Fax 800-875-9643

Bill To:  
 HERNANDO CO SCHOOL  
 DISTRICT  
 919 N BROAD ST  
 BROOKSVILLE, FL 34601-  
 2397  
 USA

Ship to:  
 HERNANDO CO SCHOOL  
 DISTRICT  
 919 N BROAD ST  
 BROOKSVILLE, FL 34601-2397  
 USA

Item number	Description	Quantity	Unit	Sales price	Amount
99372	PL Implementation Training Full Day	5.00	EA	\$3,000.00	\$15,000.00

Currency	Sales subtotal amount	Freight / Service	Net amount	Sales tax	Total
USD	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00

Sales Rep Information  
 ELIZABETH ABEL  
 (352) 346-9511  
 eabel@hand2mind.com  
 Purchase Orders can be sent to orders@hand2mind.com  
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**The School District of Hernando County, Florida**

PURCHASING DEPARTMENT

8050 Mobley Road

Brooksville, FL 34601

Phone: (352) 797-7060

Fax: (352) 797-7160



**HERNANDO  
SCHOOL DISTRICT**

Learn it. Love it. Live it.

Superintendent: Ray Pinder

Board Chairperson: Kayce Hawkins

Vice Chairperson: Shannon Rodriguez

Board Members:

Michelle Bonczek

Susan Duval

Mark Johnson

## MEMORANDUM

TO: Ms. Janice Brown, Assistant Deputy Commissioner, Florida Department of Education

From: Magen Schlechter, Director of Federal Programs

Date: April 14, 2026

RE: Request for Noncompetitive Procurement

In reference to FLDOE Memo dated June 7, 2022, *Department Approval of Non-Competitive Procurement for Federal Grants*, the Hernando County School Board (“District”) is requesting an exception to noncompetitive procurement in accordance with 2 CFR 200.320(c)(4) for the purchase of Math Manipulative Resources from *Hand2Mind*, using Federal Grant Funding. The total purchase amount is \$63,637.63 (see quote attached).

The District is requesting to make this purchase pursuant to the following justification and applicable District policies, procedures, and Rule 6A-1.012 (11) of the Florida Administrative Code and Florida Law.

- **Florida Administrative Code 6A-1.1012(11) (a)**
- Hernando County School Board (“District”) Policy 6320: **Purchasing and Contracting for Commodities and Contractual Services - Exception to Competitive Bidding Requirements (E) (1) – (Educational Services)**
- Hernando County School Board (“District”) Policy 6320: **Purchasing and Contracting for Commodities and Contractual Services - Exception to Competitive Bidding Requirements (E)(2) (Professional Services)**
- Hernando County School Board (“District”) Policy 6325: **Procurement – Federal Grants/Funds Noncompetitive Procurement (B)(3)(d)**

Attached is a copy of our policies for your review.

Thank you for your consideration.

Sincerely,



Book	Policy Manual
Section	6000 Finances
Title	PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES
Code	po6320
Status	Active
Adopted	June 13, 2017
Last Revised	December 12, 2023

#### 6320 - PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES

Any School Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of school funds. The Board will not approve any expenditure for an unauthorized purchase or contract.

Purchases may be made through an online procurement system, an electronic auction service, or other efficient procurement tool.

#### Scope

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 6330 - *Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services*;
- C. acquisition of auditing services pursuant to F.S. 218.391;
- D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants, and other business or operational consultants
- E. contracts which are exempted, in whole or in part, from this policy's requirements, as set forth below;
- F. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.057(12).

#### Definitions

- A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.
- B. "Invitation to bid" means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.
- C. "Invitation to negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.
- D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.
- E. "Request for proposals" means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- F. "Superintendent" means the "Superintendent or designee".
- G. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.

#### Standards and Specifications

Before making any purchase of commodities or contractual services which the Superintendent is authorized by the Board to make or before recommending any purchase to the Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

#### Pre-Purchasing Review of Available Purchasing Agreements and State Term Contracts for Nonacademic Commodities and Contractual Services

Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State-term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts.

Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State-term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium private organizations pursuant to F.S. 1001.451. This policy does not apply to services that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company.

#### Competitive Solicitation Requirements for Commodities and Contractual Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than \$50,000.

The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement.

#### A. Bid Solicitation

The Superintendent is authorized to issue invitations for bids. Any solicitation for the procurement of commodities, contractual services or leases must include a provision notifying vendors that the Board will not request documentation of, consider, or give any preference based on, the vendor's social, political, or ideological interests.

#### B. Bid Publication

Notice of the invitation for bids or requests for proposals shall be published at least once in a newspaper of general circulation within the District or on the publicly accessible District website and may be otherwise issued electronically, direct delivery, or other means which are appropriate under the circumstances. The required bid return date is to be announced at the time of the bid offering and shall not be less than five (5) working days from the bid offering date.

All advertisements and public notices published on a website as provided in F.S. Chapter 50 must be in a searchable form and indicate the date on which the advertisement or public notice first appeared on the website.

#### C. Bid Opening

Bids will be opened in the office designated in the bid document with the Superintendent's designee and at least one (1) other District employee present.

#### D. Bid Rejection

The Board may reject any or all bids and request new bids.

#### E. Bid Award

In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. The Board may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased, should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders, when such multiple awards are clearly stated in the bid solicitation documents.

#### F. Bidder/Vendor Qualifications

For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications which would affect the amount of the bid or otherwise provide a competitive advantage.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

1. the experience (type of product or service being purchased, etc.) of the bidder;

2. the financial condition;
3. the conduct and performance on previous contracts (with the District or other agencies);
4. the bidder's facilities;
5. the ability to execute the contract properly.

The Board will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Nor will the Board give any preference to a vendor based on the vendor's social, political, or ideological interests.

Award of a bid by the Board shall only represent an indication by the Board that a bid represents the lowest responsive bid from a responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid. Award of a bid shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

#### Identical/Tie Low Bids

When identical low bids are received from an out-of-District vendor and a local vendor, the local vendor shall be recommended for award. The term "local vendor" means a vendor who has an established business presence in the District indicated by the following:

- A. Has a physical business location within the District for at least six (6) months immediately prior to issuance of the competitive solicitation.
- B. Provides customer access at the business location.
- C. Holds any required business license through a jurisdiction in the District.
- D. Employs one (1) full-time or two (2) part-time employees in the District, or if the business has no employees, is at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the District.

When two (2) or more local vendors present tie low bids on the same items, the company receiving the larger dollar award of the total bid shall be recommended for tie items.

In the event two (2) or more local vendors present exact tie low bids and the dollar award is not a criterion, the successful bidder shall be selected by applying the following criteria in order:

- A. drug-free workplace program in accordance with Florida law
- B. minority business enterprise (MBE) certified by the State of Florida Office of Supplier Diversity
- C. veteran business enterprise, certified by the State of Florida Department of Management Services

When two (2) out-of-District vendors submit identical low bids, the criteria noted above shall be used to determine the successful bidder.

#### Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations, under the following conditions:

- A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by the Board at the same terms, conditions, and unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the Board.
- B. The Superintendent is authorized to purchase commodities and contractual services where the total amount does not exceed \$50,000.00 and does not exceed the applicable appropriation in the budget.
- C. The Superintendent is authorized to purchase commodities and contractual services under the Department of Management Services State term contracts.
- D. Competitive solicitations are not required for pool purchases made as provided in F.S. 1006.27.
- E. The State Board has waived the requirement for requesting competitive solicitations from three (3) or more sources for purchases by the Board of:
  1. Professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board Policy 6540;
  2. Educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;
  3. Commodities and contractual services when:
    - a. competitive solicitations have been requested in the manner prescribed by this policy; and
    - b. the Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.
  4. Commodities and contractual services when fewer than two (2) responsive proposals are received. The Board may then negotiate on the best terms and conditions or decide to reject all proposals. The Board will document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.
- F. Information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(19), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.
- G. Purchases of insurance, risk management programs, or contracting with third-party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.
- H. Purchase of milk is exempt from competitive bid requirements if:
  1. the Board has made a finding that no valid or acceptable firm bid has been received within the prescribed time; or
  2. the Board has made a finding that an emergency situation exists.

The Board may then enter into negotiations with suppliers of milk and has the authority to execute contracts under whatever terms and conditions the Board determines to be in the best interest of the District.
- I. The Board may dispense with requirements for a competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.
- J. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - *Bid Protests*, and may negotiate on the best terms and conditions with the single source vendor.
- K. The Board may make purchases of construction project materials directly from vendors, on behalf of the awarded construction contractor/manager, to take advantage of the District's "sales tax" exempt status.
- L. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.
- M. A contract for regulated utilities or government-franchised services may be awarded without competitive solicitations.

#### Contract

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- A. keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service under the contract;
- B. provide the public with access to its public records on the same terms and conditions as the Board would provide the records, and at a cost that does not exceed the cost provided in Policy 8310 - *Public Records*;
- C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
- D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the Board, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the Board's information technology systems;
- E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District, immediately upon receipt to the District's Director of Finance and Purchasing or designee.

Each contract must also include the following statement, in substantially the following form, identifying the contact information of the District's custodian of public records in at least fourteen (14) point boldface type: "IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF F.S. CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352)797-7070 ext. 414, [shepard\\_a@hcsb.k12.fl.us](mailto:shepard_a@hcsb.k12.fl.us), 919 N. Broad Street, Brooksville, FL 34601".

Contracts shall be approved and executed as follows:

- A. Superintendent/Designee Authority

The Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than \$50,000.00, so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts, purchase orders to the same provider which are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of commodities or contractual services so as to avoid the monetary cap

imposed by this policy. Designations of contracting authority by the Superintendent shall be in writing and shall specify the maximum obligation permitted up to \$50,000.00.

**B. Emergency Purchases**

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than \$50,000.00, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount of \$50,000 or greater when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action.

**C. Board Approval**

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving the expenditure of public funds in an amount greater than \$50,000. When the Superintendent has determined that an emergency exists, the emergency purchase is placed, after the fact, on the first available Board meeting (F.A.C. 6A-1.012(12) (e)).

**Purchase Order Approval**

**A. Bids/Exceptions**

The Superintendent is authorized to issue purchase orders in accordance with bids awarded pursuant to below without further action of the Board so long as the obligation created does not exceed \$50,000.00. Board approval shall be obtained for all purchase orders greater than \$50,000.00.

**B. Contracts**

Contracts shall be approved as follows:

1. Obtain approval by the Board attorney.
2. Principals have the authority to approve contracts for purchases involving the expenditure from internal account funds for one(1) year and not to exceed the bid limit as set forth by the School District.
3. The Superintendent has the authority to approve purchase contracts in an amount up to \$50,000.00.
4. Board approval shall be obtained for all purchase contracts in an amount of \$50,000.01 or more.

**Consultant Agreements**

The Superintendent may enter into agreements with consultants not to exceed \$50,000 for the total school year to provide training and advisory services. Agreements must be signed by the consultant and approved to form by the general counsel authority prior to the performance of services. Amounts in excess of these must be approved by the School Board. Partial payments shall be made to the consultant while services are rendered. Final payment will not be paid until all services and supportive documentations have been completed.

**Debarment**

The Director of Finance and Purchasing or designee shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If a suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

**A. Cause of Debarment**

The term "debar" or "debarment" means to remove a vendor from bidding on District work. Causes for debarment include, but are not limited to the following:

1. a conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract
2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor
3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals
4. violation of contract provisions, including:
  - a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and
  - b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment
5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response
6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received
7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section
8. violation of the ethical standards set forth in State law
9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of a contract or purchase items from a contractor
10. the existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered
11. any other cause the Director of Finance and Purchasing or designee determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

**B. Notice of Recommended Decision**

The Director of Finance and Purchasing or designee shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reason(s) for the action taken; and
2. inform the vendor of its right to petition the Board for reconsideration.

**C. Right to Request a Hearing**

Any person who is dissatisfied or aggrieved with the notification of the determination to debar or suspend must, within ten (10) calendar days of such notification, appeal such determination to the Board.

**D. Hearing Date**

The Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Finance and Purchasing or designee should be overturned. All parties shall be given notice of the hearing date.

Revised 8/28/18  
Revised 2/5/19  
Revised 7/20/21  
Revised 10/25/22  
Revised 12/13/22  
Revised 7/25/23  
Revised 12/12/23

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Legal	F.S. 50.0311
	F.S. 119.0701
	F.S. 255.05
	F.S. 255.0516
	F.S. 255.0518
	F.S. 282.0041
	F.S. 287.056
	F.S. 287.084
	F.S. 287.087
	F.S. 287.132
	F.S. 287.133
	F.S. 295.187
	F.S. 1001.43
	F.S. 1001.451
	F.S. 1010.04
	F.S. 1010.07(2)
	F.S. 1010.48

F.A.C. 6A-1.012, Purchasing Policies  
F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

Last Modified by Tamela Moody on December 21, 2023



Book	Policy Manual
Section	6000 Finances
Title	PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	Active
Adopted	June 13, 2017
Last Revised	December 12, 2023

#### 6325 - PROCUREMENT - FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and administrative procedures.

The Superintendent shall have and hold a procurement and contract administration system in accordance with Federal requirements (2 C.F.R. 200.317-.326; 7 C.F.R. 210.21) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320, AP 6320A, and AP 6325.

All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. of public buildings or public works must comply with Davis-Bacon and Related Acts prevailing wage requirements.

The District will not request documentation of, consider, or give a preference based on a vendor's social, political, or ideological interests.

The District shall take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance with 2 C.F.R. 200.321.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1129, Policy 3129, and Policy 4129 - *Conflict of Interest*.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### Competition

All procurement transactions for the acquisition of property or services required under a Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive pricing practices between firms or between affiliated companies
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

The District shall require that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

#### Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

Any solicitation for the procurement of commodities, contractual services, or leases will include a provision notifying vendors that the Board will not request documentation of, consider, or give a preference based on the vendor's social, political, or ideological interests.

The Board will not approve any expenditure for an unauthorized purchase or contract.

#### Procurement Methods

The District shall have and use documented procedures, consistent with the standards described for the following methods of procurement:

##### A. Informal Procurement Methods

###### 1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$4,999.99. To the maximum extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable based on research, experience, purchase history or other relevant information and documents filed accordingly. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

###### 2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of \$10,000.00. Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$50,000.00. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

##### B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

###### 1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$50,000.00 or greater and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.00.

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. three (3) or more responsible bidders are willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly posted.
- b. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
- c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- d. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
- e. The Board reserves the right to reject any or all bids for sound documented reason.

## 2. Proposals

Procurement by proposals is a method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicly posted and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
- d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- e. All Requests for Proposals (RFPs) and Invitations to Bid (ITBs) shall be opened publicly in accordance with F.S. 287.057.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms are a potential source to perform the proposed effort.

## 3. Noncompetitive Procurement

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. micro-purchases
- b. the item is available only from a single source
- c. the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation
- d. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
- e. after solicitation of a number of sources, competition is determined to be inadequate

### **Domestic Preference for Procurement**

As appropriate and to the extent consistent with law, the District shall, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. (See 7 C.F.R. 210.21(d)). If a non-domestic agricultural product is to be provided, the vendor must obtain written approval of the product to be used in advance. Such requirements shall be included in all subawards including all contracts and purchase orders for work or products under the Federal award.

### **Contract/Price Analysis**

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000.00, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is to be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

### **Time and Materials Contracts**

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wage, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

### **Suspension and Debarment**

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

### **Maintenance of Procurement Records**

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

Revised 2/27/18  
 Revised 2/5/19  
 Revised 8/27/19  
 Revised 2/23/21  
 Revised 7/20/21  
 Revised 10/25/22  
 Revised 4/11/23  
 Revised 12/12/23

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Legal  
 2 C.F.R. 200.317-.326  
 Appendix II to Part 200  
 2 C.F.R. 200.520

Last Modified by Tamela Moody on December 21, 2023

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**Fw: Procurement Exemption Request**

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**From** Magen Schlechter <schlechter\_m@hcsb.k12.fl.us>

**Date** Mon 4/13/2026 2:17 PM

**To** Jodi Grinnen <grinnen\_j@hcsb.k12.fl.us>; John Morris <morris\_j@hcsb.k12.fl.us>; Lauren Blackwell <blackwell\_l@hcsb.k12.fl.us>

 4 attachments (767 KB)

Policy 6320.pdf; Policy 6325.pdf; Hand2Mind Procurement Exemption.pdf; QUO041666.pdf;

FYI - for the Hand2Mind Purchase.

Magen C. Schlechter  
Director of Federal Programs  
Hernando County School District  
919 N. Broad Street  
Brooksville, FL 34601  
352-797-7000 ext. 70295

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**From:** Brown, Janice <Janice.Brown@fldoe.org>

**Sent:** Monday, April 13, 2026 2:09 PM

**To:** Magen Schlechter <schlechter\_m@hcsb.k12.fl.us>

**Subject:** FW: Procurement Exemption Request

**CAUTION:** This email originated from outside of the Hernando County School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Magen

Under the description in the attachments, instructional materials from Hand2Mind. is approved using rule 6A1-.012(11)(a) as the method of procurement.

However, this still has to be approved as part of the program and budget narratives in each application.

Thanks  
Janice

Janice A. Brown, FCCM, FCCN  
Assistant Deputy Commissioner  
Finance and Operations  
325 West Gaines Street, Suite 344C, Tallahassee, FL 32399-0400  
Office: 850-245-0819



Please note that Florida has a very broad public records law. Most written communication to or from state officials are public records available to the public and media upon request.

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**From:** Magen Schlechter <schlechter\_m@hcsb.k12.fl.us>  
**Sent:** Monday, April 13, 2026 12:13 PM  
**To:** Brown, Janice <Janice.Brown@fldoe.org>  
**Cc:** Lauren Blackwell <blackwell\_l@hcsb.k12.fl.us>; John Morris <morris\_j@hcsb.k12.fl.us>; Jodi Grinnen <grinnen\_j@hcsb.k12.fl.us>  
**Subject:** Procurement Exemption Request

Good afternoon, Ms. Brown.

Please find Hernando County School District's requests for an exemption for federal procurement for supplemental materials from Hand2Mind for Math Manipulatives. Please reach out if you have questions.

Thanks, Magen

Magen C. Schlechter  
Director of Federal Programs  
Hernando County School District  
919 N. Broad Street  
Brooksville, FL 34601  
352-797-7000 ext. 70295

**IMPORTANT NOTICE:** All e-mails sent to this address are public record unless specifically exempted by Florida law, and are archived accordingly. The School District does not allow use of School District equipment and e-mail for non-School District business purposes.



## Federal Terms & Conditions

### Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**  
Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.
2. **DAVIS-BACON ACT:**  
(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2,000 awarded by the district and subgrantees when required by Federal grant program legislation).
3. **COPELAND "ANTI-KICKBACK" ACT:**  
(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).
4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**  
(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers).
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**  
If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement s", and any implementing regulations issued by awarding agency.
6. **CLEAN AIR ACT**  
(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
7. **BYRD ANTI-LOBBYING AMENDMENT:**  
Contractors that apply or solicitation for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



## Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

**14. RECORDS RETENTION:**

(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

**15. CIVIL RIGHTS:**

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

**16. BUY AMERICAN:**

(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

**17. ENERGY POLICY AND CONSERVATION ACT:**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**18. DISCOUNTS, REBATES, AND CREDITS:**

The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.



### Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

**19. ACCESS TO RECORDS:**

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**20. DHS SEAL, LOGO, AND FLAGS:**

The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

**22. NO OBLIGATION BY FEDERAL GOVERNMENT:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Approved as to Content & Form  
Caroline Mocker, Esq.  
Staff Counsel, HCSD  
10:23 am, 04/29/2025

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): hand2mind, Inc. Date: 4/13/2026

Authorized Signature: *Sara Straube*

Printed Name: Sara Straube

Title: RFP and Bid Specialist

**A. Item Currently Budgeted -**

Account Name	Special Revenue - Federal Basic Ed Supplies Title I Grant-Title I Part A2025/26					
Account Number	4210E	5100	5100	9462	82600	
	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
\$ 114,892.71	\$ 0.00	\$ 24,181.62	\$ 90,711.09	\$ 63,637.63	\$ 27,073.46	

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: Title II Part A (amendment waiting on approval)

Account Name: Title II Part A

Account Number	4210E	6400	3100	9008	90600	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 15,000.00					

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: \$ \_\_\_\_\_

\*\* 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. 26-3695**

4/28/2026

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**Title and Board Action Requested**

Accept notification of the Florida School Safety Compliance Inspection Report for Quarter 3 to document compliance with safety requirements.

**Executive Summary**

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby provides the Board with the Quarter 3 District Safety Compliance Inspection Report as received from the Florida Department of Education. This update is submitted in accordance with House Bill 1473 and Section 1006.07(6), Florida Statutes, to fulfill the statutory requirement that school safety compliance reporting be communicated to the governing board and superintendent.

The attached report summarizes required safety compliance activities conducted during the third quarter. All Hernando County School District sites are currently in compliance with Office of Safe Schools' legislative safety requirements, with no citations issued during the reporting period.

No action is required at this time. This communication is provided for informational purposes to ensure transparency and keep the School Board informed of required compliance reporting.

**My Contact**

Angel Pagan  
Director of Safe Schools  
352-797-7233

**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.

District	Number of School Facilities	Number of Schools Inspected or Reinspected	Percentage of Schools Inspected or Reinspected	Number of Inspected Schools With No School Safety Requirement Deficiencies	Percentage of Inspected Schools With No School Safety Requirement Deficiencies
HERNANDO	26	5	19.23	4	100

<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 # 23. 26-3735**

4/28/2026

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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: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

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.