

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
Tuesday, February 10, 2009
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Awards and Presentations

1. **Resolution** - Proclaiming the month of February as Black History Month.

Consent Agenda

- County Manager's Consent Agenda (Items No. 2 - 15)**

Administrative Services

Purchasing and Contracts

- 2 . Approve Change Order #4 to CC-2324-07/JVP - Wekiva Springs Road / Fox Valley Drive Improvements with Gibbs & Register, Inc., of Winter Garden, Florida, in the amount of \$46,724.30. (Ray Hooper)
- 3 . Award CC-4082-08/VFT - Elder Road/Orange Boulevard Water Main & Force Main Utilities in the amount of \$811,221.00 to Wal-Rose, Inc., of Sanford, Florida. (Ray Hooper)

Environmental Services

Planning Engineering Inspections

- 4 . Approve and authorize the Chairman to execute the Easement and the Underground Distribution Facilities Installation Agreement. District 5 - Carey (Hugh Sipes/Dennis Westrick)

Solid Waste Management

- 5 . Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc. (William (Johnny) Edwards)
- 6 . Approve renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, with Container Rental Company, Inc., for a period from October 1, 2008 to September 30, 2009. (William (Johnny) Edwards)
- 7 . Approve index adjustment for residential solid waste collection services as required by Franchise Agreements, to be retroactively effective on January 1, 2009. (William (Johnny) Edwards)

Fiscal Services

Administration - Fiscal Services

- 8 . Approve and authorize the Chairman to execute the authorizing resolution to ratify the anticipated issuance by the Orange County Housing Finance Authority of the Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds of up to \$90,000,000.00 over the next year on behalf of Seminole County. (Lisa Spriggs)
- 9 . Approve to partner with the Salvation Army - Family Focus Program to submit a grant application to the Office on Violence Against Women requesting \$350,000 through their Safe Haven: Supervised Visitation and Safe Exchange Program, and authorize the Chairman to execute supporting documents. (Jennifer Bero, Michele Saunders)

Budget

- 10 . Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-03 through the Stormwater Fund in the amount of \$100,000.00 in order to provide additional funding for the Whispering Winds Pond Retrofits project. (Fredrik Coulter)
- 11 . Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-04 through the Stormwater Fund in the amount of \$49,900.00 in order to establish and provide funding for the General Lake Assessment project. (Fredrik Coulter)
- 12 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-25 through the Transportation Trust Fund in the amount of \$59,940.00 to provide funding to connect 19 middle and elementary schools to the County's fiber network. (Fredrik Coulter)
- 13 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-27 through the General Fund in the amount of \$69,964.00 in order to carryforward unexpended project funding from FY 2007/08 to FY 2008/09. (Lin Polk)

MSBU

- 14 . Approve and authorize the Chairman to execute a Resolution adding wall reconstruction as an approved project type for MSBU consideration (Kathy Moore)

Public Works

Traffic Engineering

- 15 . Approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between Seminole County and the School Board of Seminole County, Florida for Communication Improvements. (Charles Wetzel)

•County Attorney's Consent Agenda (Items No. 16 - 17)

County Attorney's Office

Litigation

- 16 . **Ruggieri Property** - Approval of a proposed negotiated settlement relating to Parcel Number 755 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of \$61,500.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees, and cost reimbursements. Judge Alley. District 4 - Henley (Robert A. McMillan)

Property Acquisition

- 17 . **Chapman Road Improvement Project** - Authorize binding written offers/offers of judgment relating to the Chapman Road improvement project for Parcel Numbers 104, 105, 107, 145, 145A, 745, 146, and 746. District 1 - Dallari (Robert A. McMillan)

•Constitutional Officers Consent Agenda (Items No. 18 - 21)

Clerk's Office (Maryanne Morse, Clerk of the Court)

- 18 . Approval of Expenditure Approval Lists dated January 5, 12 and 20, 2009; and Payroll Approval Lists dated January 8 and 22, 2009; approval of BCC Minutes dated January 13, 2009; and Clerk's "Received and Filed" - for information only. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

- 19 . **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$200.00 from the Law Enforcement Trust Fund to provide funding in support of Rock Lake Middle School's "drug and alcohol free" graduation event. (Penny J. Fleming)
- 20 . **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$500.00 from the Law Enforcement Trust Fund to provide funding in support

of "Challenge Day", a nationally recognized program being hosted by Lake Mary High School. (Penny J. Fleming)

- 21 . **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$1,000.00 from the Law Enforcement Trust Fund to provide funding in support of Mothers Against Drunk Driving (MADD). (Penny J. Fleming)

County Manager's Briefing

County Attorney's Briefing

Constitutional Officers Briefing

- **Chairman's Report**
- **District Commissioner's and Committee Reports - 5, 1, 2, 3 and 4**
- **County Manager's Report**
- **County Attorney's Report**
- **Items For Future Agenda - Commission, Staff or Citizens**

Adjourn BCC Meeting

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7941.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE COUNTY MANAGER'S OFFICE, AT 407-665-7219. PERSONS ARE ADVISED THAT, IF THEY DECIDE TO APPEAL DECISIONS MADE AT THESE MEETINGS / HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, PER SECTION 286.0105, FLORIDA STATUTES.

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 10TH DAY OF FEBRUARY, 2009 A.D.

WHEREAS, we owe the celebration of Black History Month to Dr. Carter G. Woodson. He was born to parents who were former slaves, spent his childhood working in Kentucky coal mines, enrolled in high school when he was twenty, graduated two years later, and went on to earn a PhD. from Harvard University. In 1926 he launched an initiative to bring national attention to the contributions of black people throughout American History; and

WHEREAS, the month of February was chosen as it marks the birthdays of two men who greatly influenced the black American population – Frederick Douglas and Abraham Lincoln; and

WHEREAS, we pay tribute to some of the great black Americans who have helped shape who we are as a nation such as Hank Aaron, Mohammad Ali, Maya Angelou, Louis Armstrong, Chuck Berry, George Washington Carver, Nat King Cole, Ossie Davis, Sammy Davis, Jr., Duke Ellington, Medgar Evers, Michael Jordan, Martin Luther King, Jr., Thurgood Marshall, Jesse Owens, Rosa Parks, Colin Powell, Jackie Robinson, Dred Scott, and Booker T. Washington, Ralph Abernathy, Harriet Tubman, and President Barak Obama; and

WHEREAS, along with civil rights laws, Black History Month should be the reaffirmation of our determination to change attitudes and heighten the understanding of the African-American experience, and a challenge to the present generation to protect and preserve the humanity of all people; and

WHEREAS, we all would find strength in celebrating our differences by taking the things that set us apart and make them an occasion to complement each other and be thankful for each other; and

WHEREAS, Seminole County embraces the belief that people of all races, cultures, and walks of life make important contributions to the well-being of our society.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, hereby proclaims the month of February as

BLACK HISTORY MONTH

ADOPTED this 10th day of February, 2009 A.D.

ATTEST:

Maryanne Morse, Clerk to the Board of
County Commissioners in and for the
County of Seminole, State of Florida

Bob Dallari, Chairman
Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Change Order #4 to CC-2324-07/JVP - Wekiva Springs Road / Fox Valley Drive Improvements

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Change Order #4 to CC-2324-07/JVP - Wekiva Springs Road / Fox Valley Drive Improvements with Gibbs & Register, Inc., of Winter Garden, Florida, in the amount of \$46,724.30.

County-wide

Ray Hooper

BACKGROUND:

CC-2324-07/JVP provides for all labor, materials, equipment, transportation, coordination and incidentals necessary to improve Wekiva Springs Road / Fox Valley Drive to Orange County Line. These improvements include, but are not limited to, intersection improvements, sidewalks, pedestrian bridges and roadway milling and resurfacing.

Change Order #4 to CC-2324-07/JVP will provide for the overrun/underrun of contract Pay Items, and will also provide for additional labor, equipment and material to remove trees and grade an area located at station 182+95 to 183+45Lt, in order to correct a blind spot. Attached is a detailed justification for Change Order #4.

The following is a summary of the cost of the Agreement:

Original Agreement Sum	\$1,678,000.00
Change Order #1	(\$25,054.00)
Change Order #2	\$58,533.97
Change Order #3	\$44,776.84
Change Order #4	<u>\$46,724.30</u>
Revised Agreement Total	\$1,802,981.11

This is a budgeted project and funds are available in Eng - Wekiva Springs Road (Account #077541.560670, CIP #00192008).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Change Order #4 to CC-2324-07/JVP - Wekiva Springs Road / Fox Valley Drive Improvements with Gibbs & Register, Inc., of Winter Garden, Florida, in the amount of \$46,724.30.

ATTACHMENTS:

1. CC-2324-07_JVP - Change Order 4 (Gibbs & Register)

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS

PURCHASING & CONTRACTS DIVISION
(407) 665-7116

1101 E. First Street
Sanford, Florida 32771-1468

Contract Number: CC-2324-07 Change Order No.: 4

Contract Title:
Road Improvement Services Agreement

Contract Date: 1/14/08

☐ Work Order No.: _____

Project Description/Title:
Wekiva Springs Road (Fox Valley Rd to Orange County line)

You are requested to make the following change(s) in this Contract/Work Order: See Attached Justification

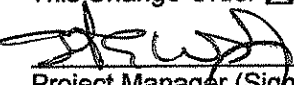
Original Contract/Work Order Sum	\$1,678,000.00
Contract/Work Order sum prior to this change order	\$1,756,256.81
Change Order Sum (<input checked="" type="checkbox"/> increase) (<input type="checkbox"/> decrease) (<input type="checkbox"/> unchanged)	\$ 46,724.30
New Contract/Work Order sum including this change order will be	\$1,802,981.11
Time will be (<input type="checkbox"/> increased) (<input type="checkbox"/> decreased) (<input checked="" type="checkbox"/> unchanged) by	-0- Days
Final Completion Date through this change order	November 8, 2008


Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract/Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

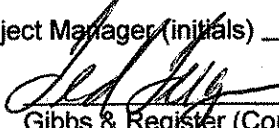
Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

This Change Order ☐ does involve changes to the design of the project, requiring signature by the Architect/Engineer of Record.

This Change Order ☒ does not involve changes to the design of the project. Project Manager (Initials) F.W.


Project Manager (Signature)
520 W. Lake Mary Blvd. #200
Sanford, FL. 32773
Public Works/Engineering
Department/Division
By: Forest "Joe" Weston
Date: 12/4/08


Resident Project Engineer
315 E. Robinson St., Ste. 570
Orlando, Florida 32801
Address (List Above)
By: George Sawaya, P.E.
(Print Name)
Date: 12-2-08


Gibbs & Register (Contractor)
(Seal & Signature)
232 S. Dillard St.
Winter Garden, FL.
Address (List Above)
By: Ted Ferguson
(Print Name) Vice President
Date: Dec. 2, 2008

☐ Purchasing & Contracts Approval Pursuant to Administrative Code:

WITNESSES:

Robert L. Hunter, Procurement Supervisor Date _____
As authorized by Section 8.153, Seminole
County Administrative Code

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS ☐ Board Approval:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County Commissioners of
Seminole County, Florida.

Bob Dallari, Chairman Date _____

Approved as to form & legal sufficiency:

As authorized for execution by the Board of County
Commissioners at their _____, 20____
regular meeting.

County Attorney Date _____

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER (AS APPLICABLE).

Attachment A

ITEM "A" – Additional Funds

What is the Change: Add a method to compensate the contractor for the overrun of contract pay items do to additional work that was required which was not included in the original contract.

Reason: Additional work was required to complete the contract. County agreed to overrun existing pay items in the contract to compensate the contractor. Attached is detail history and back up for Contract #CC2324-07. The additional funds required will be in the amount of \$45,235.97

Total See attached Back-up **\$45,235.97**

ITEM "B" – Removal of Trees for Blindspot

What is the Change: Provide Labor, equipment, and material to remove trees and grade area located station 182+95 to 183+45 Lt.. The lump sum pay item includes all cost necessary to complete this work.

Reason: Due to the new widening configuration, the trees located northeast corner of Sweetwater Cove entrance caused a blindspot when turning left on to Wekiva Springs Road. Therefore, for the safety of the traveling public the trees had to be removed and the area had to be regraded.

Total See attached Back-up **\$1,488.33**

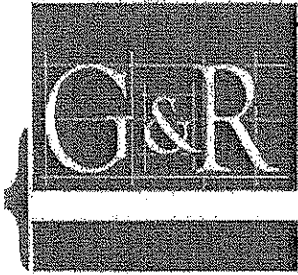
Change Order Summary			
Item	Description	Change in Contract Price	Change in Contract Time
A	Contract Quantity Adjustments	\$45,235.97	0
B	Removal of Blindspot	\$1,488.33	0
Total		\$46,724.30	0

11 ITEM A

SEMINOLE COUNTY PROJECT: CC 2324-07									
CONTRACTOR NAME: GIBBS & REGISTER, INC.									
CONTRACTORS PAY REQUEST									
JOB LOCATION: WEKIVA SPRINGS RD. From Fox Valley Rd. to County Line									
WORK ORDER NUMBER 2									
DESCRIPTION									
ROADWAY									
SILT FENCE STAKED (Type HD)	104-13-1	LF		2800.000	2078.4600				Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
TYPE ABC-3 STABILIZATION 4" ***Revised Qty see change order 1	285-70-4	SY		806.000	925.0000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
TYPE ABC-3 BASE COURSE 6" ***Revised Qty see change order 1	285-70-9	SY		806.000	925.0000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
MILLING EXISTING ASPHALT PAVMENT (1" AVG DEPTH)	327-70-1	SY		11811.000	12115.7000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
ASPHALTIC CONCRETE TYPE S (3")	333-2	TN		121.000	135.8400				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
ASPHALTIC CONCRETE TYPE S-111	333-2-8	TN		707.000	466.7800				Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (1")	337-7-3	TN		694.000	739.4700				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
CONCRETE CURB & GUTTER (TYPE F)	520-1-10	LF		598.000	668.0000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
CONCRETE SIDEWALK (4" THICK)	522-1	SY		1615.000	1199.2000				Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
SODDING (BAHIA)	575-1-1	SY		4887.000	2645.8000				Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
SODDING (ST. AUGUSTINE)	575-1-4	SY		200.000	11590.6000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
SUBTOTAL AMOUNTS(ROADWAY)									
SIGNALIZATION									
CONDUIT	630-1-12	LF		1030.600	1191.0000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
SIGNING & PAVEMENT MARKINGS									
RETRO-REFLECTIVE PAVMENT MARKERS (RED/WHITE)	706-3	EA		72.000	53.0000				Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
RETRO-REFLECTIVE PAVMENT MARKERS (YELLOW)	706-3	EA		123.000	269.0000				Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity

PAINTED PAVEMENT MARKINGS (FINAL SURFACE)	710-90	LS	1.000	1.2000	0.2000	5.500.00	1.100.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
DIRECTIONAL ARROWS, THERMOPLASTIC	711-4	EA	26.000	21.0000	-5.0000	40.00	-200.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
TRAFFIC STRIPE SKIP (WHITE)	711-33	LF	748.000	800.0000	52.0000	1.00	52.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
TRAFFIC STRIPE SKIP (YELLOW)	711-34	LF	440.000	212.0000	-228.0000	1.00	-228.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
TRAFFIC STRIPE SOLID (THERMPLSTC)(WHITE)(6")	711-35-61	LF	6366.000	5825.0000	-541.0000	1.00	-541.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
TRAFFIC STRIPE SOLID (THERMPLSTC)(WHITE)(12")	711-35-121	LF	492.000	475.0000	-17.0000	1.50	-25.50	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
TRAFFIC STRIPE SOLID (THERMPLSTC)(WHITE)(24")	711-35-181	LF	161.000	178.0000	17.0000	2.00	34.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
TRAFFIC STRIPE SOLID (THERMPLSTC)(YELLOW)(6")	711-36-61	LF	6369.000	6952.0000	583.0000	1.00	583.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
TRAFFIC STRIPE SOLID (THERMPLSTC)(YELLOW)(18")	711-36-181	LF	839.000	680.0000	-159.0000	2.00	-318.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
SUB TOTALS (SIGNING & PAVEMENT MARKINGS)								
							964.50	
TOTALS FOR WORK ORDER NUMBER 2								
WORK ORDER NUMBER 3 & 4								
ROADWAY								
TURBIDITY BARRIER, FLOATING	104-11	LF	173.000	194.0000	21.0000	10.00	210.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
SILT FENCE STAKED (TYPE III)	104-13-1	LF	4342.000	4658.0000	316.0000	2.00	632.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
FIBER LOGS	104-XX	LF	123.000	120.0000	-3.0000	20.00	-60.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
EXCAVATION REGULAR	120-1	CY	2572.000	2558.0000	-14.0000	5.00	-70.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
TYPE ABC-3 STABILIZATION 4"	285-70-4	SY	386.000	478.2000	92.2000	30.00	2,766.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
TYPE ABC-3 BASE COURSE 6"	285-70-9	SY	260.000	716.3600	456.3600	40.00	18,254.40	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
MILLING EXISTING ASPH (1" AVG DEPTH)	327-70-1	SY	2181.000	1811.5000	-369.5000	6.00	-2,217.00	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
ASPHALTIC CONCRETE TYPE S (3")	331-2	TN	39.000	63.8000	24.8000	120.00	2,976.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
ASPHALTIC CONCRETE FC-3 (1")	337-7-3	TN	141.200	140.2500	-0.9500	165.00	-156.75	Actual field measurements resulted in a quantity reduction and a credit due to Seminole County
PIPE PVC (SCH 80)(NOT ENCASED)(6")	430-902216	LF	57.000	87.0000	30.0000	35.00	1,050.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity
CONCRETE CURB & GUTTER (TYPE D)	520-1-10	LF	488.000	525.5000	37.5000	26.00	975.00	Actual field measurements resulted in a quantity increase and the contractor will be compensated for the additional quantity

Item B



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

October 27, 2008

Mr. George Sawaya, P.E.
Resident Engineer
Bermello, Ajamil & Partners, Inc.
315 E. Robinson Street
Suite 570
Orlando, FL 32801

RE: Wekiva Springs Road from County Line to Fox Valley Road
Seminole County Florida
G&R Project No J08003
G&R Letter 28
Additional Clearing of Blind Spot Area and Preparation for Sod Proposal

Dear Mr. Sawaya:

We are pleased to provide you with our proposal to clear a blind spot and prepare that area for sod. This work was not included in the original contract documents. This area is located at approximate station 182+95 to 183+45 (left). The cost of this proposal is \$1,488.33. A breakdown for this additional cost is attached. Please provide a change order in that amount for this additional work.

10/27/08 JG Approved

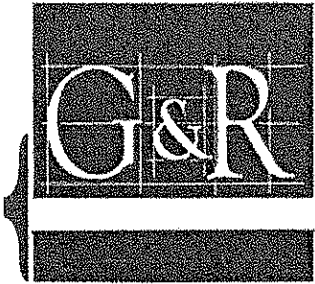
If you have any questions or need additional information, please contact me at 407-654-6133.

Sincerely,
GIBBS & REGISTER, INC.

Tim Harrington

Tim Harrington
Project Manager

Attachments: (4) pages.



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

March 4, 2008

Mr. George Sawaya, P.E.
Resident Engineer
Bermello, Ajamil & Partners, Inc.
315 E. Robinson Street
Suite 570
Orlando, FL 32801

RE: Wekiva Springs Road from County Line to Fox Valley Road
Seminole County Florida
G&R Project No J08003
G&R Letter 08
Change Order Labor & Equipment Rates

Dear Mr. Sawaya:

Per your request Gibbs & Register, Inc. is pleased to provide you with our change order labor and equipment rates. These rates can be found on the attached spreadsheet.

If you have any questions or need additional information, please contact me at 407-654-6133.

Sincerely,
GIBBS & REGISTER, INC.

Tim Harrington
Project Manager

Attachments: (1) page

CHANGE ORDER LABOR & EQUIPMENT RATES

LABOR			EQUIPMENT	
DESCRIPTION	HOURLY RATE WITHOUT BURDEN	HOURLY RATE WITH BURDEN	SIZE AND CLASS	HOURLY RATE
STANDARD TIME			CREW TRUCK	\$30.00
FOREMAN	\$30.00	\$46.80	330 EXCAVATOR	\$100.00
SURVEYOR	\$28.00	\$43.68	314 EXCAVATOR	\$75.00
EQUIPMENT OPERATOR	\$17.00	\$26.52	220 EXCAVATOR	\$85.00
DUMP TRUCK DRIVER	\$20.00	\$31.20	MINI EXCAVATOR	\$40.00
WATER TRUCK DRIVER	\$17.00	\$26.52	416 BACKHOE	\$50.00
PIPE LAYER	\$17.00	\$26.52	D41 DOZER	\$65.00
CONCRETE FINISHER	\$14.00	\$21.84	MOTOR GRADER	\$85.00
LABORER	\$13.00	\$20.28	950 LOADER	\$85.00
OVERTIME			938 LOADER	\$60.00
FOREMAN	\$45.00	\$70.20	SKID STEER	\$40.00
SURVEYOR	\$42.00	\$65.52	ROLLER	\$45.00
EQUIPMENT OPERATOR	\$25.50	\$39.78	TRAFFIC ROLLER	\$40.00
DUMP TRUCK DRIVER	\$30.00	\$46.80	DUMP TRUCK	\$55.00
WATER TRUCK DRIVER	\$25.50	\$39.78	WATER TRUCK	\$45.00
PIPE LAYER	\$25.50	\$39.78	EQUIPT TRANSPORT	\$175.00
CONCRETE FINISHER	\$21.00	\$32.76	CONCRETE PUMP	\$40.00
LABORER	\$19.50	\$30.42	MISC SMALL EQUIPT	\$15.00
			IDLE EQUIPMENT RATES	
			CREW TRUCK	\$12.00
			330 EXCAVATOR	\$38.00
			314 EXCAVATOR	\$33.00
			220 EXCAVATOR	\$35.00
			MINI EXCAVATOR	\$18.00
			416 BACKHOE	\$18.00
			D41 DOZER	\$33.00
			MOTOR GRADER	\$38.00
			950 LOADER	\$35.00
			938 LOADER	\$23.00
			SKID STEER	\$18.00
			ROLLER	\$19.00
			TRAFFIC ROLLER	\$16.00
			DUMP TRUCK	\$21.00
			WATER TRUCK	\$18.00
			EQUIPT TRANSPORT	\$67.00
			CONCRETE PUMP	\$16.00
			MISC SMALL EQUIPT	\$6.00

Proposal #		CHANGE ORDER SUMMARY		Date: 10/27/2008
		GIBBS & REGISTER, INC. 530 S. MAIN ST. WINTER GARDEN, FLORIDA 34787 PHONE: (407) 654-6133 FAX: (407) 654-6134		
DESCRIPTION OF WORK:		Light Clearing of Blindspot Area & Preparation of that area for Sod.		
LOCATION OF WORK:		Wekiva Springs Road (Station 182+95 to 193+45 Left)		

LABOR				MATERIAL				EQUIPMENT							
CREW DESCRIPTION	NO.	TOTAL HOURS	HOURLY RATE	AMOUNT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT	SIZE AND CLASS	QTY	EQUIP NO.	TOTAL Hours	HOURLY RATE	AMOUNT
STANDARD TIME															
FOREMAN															
EQUIPMENT OPERATOR	1	17.00	\$30.00												
DUMP TRUCK DRIVER			\$20.00	\$289.00											
WATER TRUCK DRIVER			\$17.00												
PIPE LAYER			\$17.00												
CONCRETE FINISHER			\$14.00												
LABORER	1	12.00	\$13.00	\$156.00											
OVERTIME															
FOREMAN			\$45.00												
EQUIPMENT OPERATOR			\$25.50												
DUMP TRUCK DRIVER			\$30.00												
WATER TRUCK DRIVER			\$25.50												
PIPE LAYER			\$25.50					7.0%							
CONCRETE FINISHER			\$21.00					15%							
LABORER			\$19.50												
SUBCONTRACTORS															
IDLE EQUIPMENT RATES															
Equipment Trans.															
938 LOADER IDLE															
314 EXC. IDLE															
220 EXC. IDLE															
416 BACKHOE IDLE															
ROLLER IDLE															
GRADER IDLE															
DOZER IDLE															
SKID STEER IDLE															
MINI EXC. IDLE															

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

700-050-59
CONSTRUCTION
01/01/2000

Date 09-03-2008

Financial Project ID No. N/A

Road No. WEKIVA SPRINGS ROAD Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime

☐ Subcontractor

☐ Subordinate Subcontractor

Description of Work Done this Date:


* REGRADED FOR SOD FROM STA 112+20 TO 128+26 RT.

LABOR			
NO.	POSITION	TOTAL HOURS	RATE
1	OPERATOR	10	

EQUIPMENT			
NO. UNITS	KIND	TOTAL HOURS	RATE
1	G35 B LEEBOY MINIGRADE	10	

MATERIAL USED		
QUANTITY	KIND	RATE

Signature



J. T. Leno

Signature

Inspector

Inspector

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Extra Work Summary (form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

700-050-59
 CONSTRUCTION
 01/01/2000

Date

9-5-08

Financial Project ID No.

N/A

Road No.

WEEKIVA SPRING ROAD

Work Order No.

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime

☐ Subcontractor

☐ Subordinate Subcontractor

Description of Work Done this Date:

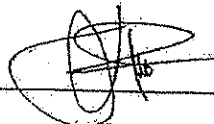
REMOVED TREES (CREATING A BLIND SPOT) FROM STA 182+95 TO 183+45 LT

LABOR			
NO.	POSITION	TOTAL HOURS	RATE
2	LABOR	2 X 6 = 12 Hr.	
1	OPERATOR	1	

EQUIPMENT			
NO. UNITS	KIND	TOTAL HOURS	RATE
1	924 G CAT FRONTEND LOADER	1	

MATERIAL USED		
QUANTITY	KIND	RATE

Signature



Signature

Inspector

Inspector

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Extra Work Summary (form 700-050-59) for each Work Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY RECORD OF EXTRA WORK
SITE SOURCE RECORD

700-050-58
CONSTRUCTION
01/01/2000

Date 09-04-2008

Financial Project ID No. NA

Road No. WEAVER SPRING ROAD Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☒ Prime

☐ Subcontractor


☐ Subordinate Subcontractor

Description of Work Done this Date:

- REGRADED FOR SUB FROM ST. 112+20 TO 128+26 ET.

LABOR			
NO	POSITION	TOTAL HOURS	RATE
<u>2</u>	<u>OPERATOR</u>	<u>2 x 3 = 6 hrs</u>	
		<u>1 hr</u>	
		<u>6 hrs</u>	
EQUIPMENT			
NO. UNITS	KIND	TOTAL HOURS	RATE
<u>1</u>	<u>635B LEEBOY MINIGRADED</u>	<u>2</u>	
<u>1</u>	<u>924G Frontend loader</u>	<u>1</u>	
MATERIAL USED			
QUANTITY	KIND	RATE	

Signature: _____



J. Tilley

Signature _____

Inspector

Inspector

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Extra Work Summary (form 700-050-59) for each Work Order.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-4082-08/VFT - Elder Road/Orange Boulevard Water Main & Force Main Utilities

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Award CC-4082-08/VFT - Elder Road/Orange Boulevard Water Main & Force Main Utilities in the amount of \$811,221.00 to Wal-Rose, Inc., of Sanford, Florida.

County-wide

Ray Hooper

BACKGROUND:

CC-4082-08/VFT will provide for all labor, materials, equipment, tools, transportation, services and incidentals required for new construction, relocation, and retiring of the Seminole County's existing potable water mains and wastewater forcemain. The completed work will provide for the construction of a non-contiguous 12-inch diameter potable water main, an 8-inch potable water main, and a non-contiguous 8-inch wastewater force main in the County's Northwest Service Area. The 12-inch potable water main and 8-inch wastewater force main will be located in three (3) non-contiguous sections of the Project.

The project was publicly advertised and the County received ten (10) responses, of which one (1) response was determined to be non-responsive. The Review Committee consisting of Patti Leviti, Project Manager; Carol Hunter, Principal Engineer; and Dennis Westrick, Manager, all of the Environmental Services Department, reviewed the remaining responses. Consideration was given to the bid price, experience and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Wal-Rose, Inc., of Sanford, Florida, in the amount of \$811,221.00. The completion time for this project is three hundred and thirty (330) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total agreement time of three hundred and sixty (360) days from issuance of the Notice to Proceed by the County. The back-up documentation includes the Tabulation Sheet.

The Engineer's Estimate for this project was \$1,600,000.00. Funds are available in Elder Rd/Orange Blvd Water Main (087817.560650, CIP #00216501).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-4082-08/VFT - Elder Road/Orange Boulevard Water Main & Force Main Utilities in the amount of \$811,221.00 to Wal-Rose, Inc., of Sanford, Florida.

ATTACHMENTS:

1. CC-4082-08_VFT - Award Agreement (Wal-Rose)
2. CC-4082-08_VFT - Backup Documentation

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
(CC-4082-08/VFT)
ELDER ROAD/ORANGE BOULEVARD WATER MAIN AND FORCE MAIN UTILITIES**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **WAL-ROSE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3848 Moores Station Road, Sanford, Florida 32772, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and the solicitation package and all addenda thereto. The Work is generally described as Elder Road/Orange Boulevard Water Main and Force Main Utilities.

The Project for which the Work under the Contract Documents is a part is generally described as Elder Road/Orange Boulevard Water Main and Force Main Utilities.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean HDR Engineering, Inc., whose address is 315 E. Robinsons Street, Suite 400, Orlando, Florida 32801-1948.


(b) "CEI" is the Seminole County Engineer or COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean

CH2M Hill, whose address is 510 W. Lake Mary Boulevard, Sanford, Florida 32773.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred thirty (330) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge  that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling

Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is EIGHT HUNDRED ELEVEN THOUSAND TWO HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$811,221.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.


(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold  additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time,

COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:




(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and


examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies  as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.


(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2)  year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Earl Harriman, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any

nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by  CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary

construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit A;
- (3) Trench Safety Act, attached hereto as Exhibit B; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit C;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:



- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;


- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.



(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense,

and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty,  one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.


(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the

General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors,  assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must

be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773

For CONTRACTOR:

Wal-Rose, Inc.
3848 Moores Station Road
Sanford, Florida 32772

SECTION 13. CONFLICT OF INTEREST.


(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach  of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

WAL-ROSE, INC.

, Secretary

By: _____
W. DUANE GRIFFITH, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

 As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/sjs
11/13/08, 1/15/09
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-4082-08.doc

Attachments:

- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit

"EXHIBIT A"

BID FORM

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: ELDER ROAD/ORANGE BOULEVARD WATER MAIN AND FORCE MAIN UTILITIES
RELOCATION
COUNTY CONTRACT NO. CC-4082-08/VFT

Name of Bidder: WAL-ROSE, INC.

Mailing Address: P.O. BOX 728

Street Address: 3848 MOORES STATION RD.

City/State/Zip: SANFORD, FL 32772

Phone Number: (407) 328-9999

FAX Number: (407) 328-4229

Contractor License Number: CUC 1224430

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID FORM
10/08

00100-1
CC-4082-08

Elder Road/Orange Boulevard Water Main & Forcemain Utilities Relocation

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$ 829,629.⁰⁰
Numbers

EIGHT HUNDRED TWENTY NINE THOUSAND
SIX HUNDRED TWENTY NINE AND ⁰⁰/100
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

BID FORM
10/08

00100-2
CC-4082-08

Elder Road/Orange Boulevard Water Main & Forcemain Utilities Relocation

ELDER ROAD/ORANGE BOULEVARD
WATER MAIN AND FORCEMAIN
BID FORM - FINAL SUBMITTAL

FINAL SUBMITTAL - Revision 1

PAY ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	TOTAL AMOUNT
1	LS	1	MOBILIZATION/DEMOLITION, BONDS, AND PERMITS DOLLARS CENTS	41,105. ⁰⁰	41,105. ⁰⁰
2	LS	1	SITE CLEARING AND GRUBBING DOLLARS CENTS	14,818. ⁰⁰	14,818. ⁰⁰
3	LS	1	EROSION AND POLLUTION CONTROL DOLLARS CENTS	5,368. ⁰⁰	5,368. ⁰⁰
4	LS	1	MAINTENANCE OF TRAFFIC AND PEDESTRIAN SAFETY DOLLARS CENTS	13,200. ⁰⁰	13,200. ⁰⁰
5	LF	758	8" DUCTILE IRON PIPE (CEMENT LINED) (RESTRAINED JOINT) DOLLARS CENTS	29. ⁵⁰	22,361. ⁰⁰
6	LF	778	8" DUCTILE IRON PIPE (CEMENT LINED) (PUSH JOINT) DOLLARS CENTS	31. ⁰⁰	24,118. ⁰⁰
7	LF	1692	12" DUCTILE IRON PIPE (CEMENT LINED) (RESTRAINED JOINT) DOLLARS CENTS	52. ⁰⁰	87,984. ⁰⁰
8	LF	2234	12" DUCTILE IRON PIPE (CEMENT LINED) (PUSH JOINT) DOLLARS CENTS	37. ⁰⁰	82,658. ⁰⁰
9	LF	133	4" C900 POLYVINYL CHLORIDE PIPE (RESTRAINED JOINT) DOLLARS CENTS	11. ⁰⁰	1,463. ⁰⁰
10	LF	50	6" C900 POLYVINYL CHLORIDE PIPE (RESTRAINED JOINT) DOLLARS CENTS	15. ⁰⁰	750. ⁰⁰
11	LF	1343	8" C900 POLYVINYL CHLORIDE PIPE (RESTRAINED JOINT) DOLLARS CENTS	19. ⁰⁰	25,517. ⁰⁰
12	LF	3064	8" C900 POLYVINYL CHLORIDE PIPE (PUSH JOINT) DOLLARS CENTS	18. ⁰⁰	55,152. ⁰⁰
13	LF	13	10" C900 POLYVINYL CHLORIDE PIPE (RESTRAINED JOINT) DOLLARS CENTS	35. ⁰⁰	455. ⁰⁰
14	LF	10	10" C900 POLYVINYL CHLORIDE PIPE (PUSH JOINT) DOLLARS CENTS	24. ⁰⁰	240. ⁰⁰
15	LF	626	12" C900 POLYVINYL CHLORIDE PIPE (RESTRAINED JOINT) DOLLARS CENTS	27. ⁰⁰	16,902. ⁰⁰
16	LF	681	12" C900 POLYVINYL CHLORIDE PIPE (PUSH JOINT) DOLLARS CENTS	22. ⁰⁰	14,982. ⁰⁰
17	LF	200	8" HDPE PIPE - DIRECTIONAL DRILLING DOLLARS CENTS	44. ⁰⁰	8,800. ⁰⁰
18	LF	200.0	12" HDPE PIPE - DIRECTIONAL DRILLING DOLLARS CENTS	78. ⁰⁰	15,600. ⁰⁰
19	TN	7.3	WATER PIPE FITTINGS (DI) DOLLARS CENTS	3,360. ⁰⁰	24,528. ⁰⁰
20	TN	2.4	WASTEWATER PIPE FITTINGS (DI) DOLLARS CENTS	7,670. ⁰⁰	18,408. ⁰⁰
21	EA	1	12" LINE STOP (RJ) DOLLARS CENTS	6,600. ⁰⁰	6,600. ⁰⁰

ELDER ROAD/ORANGE BOULEVARD
WATER MAIN AND FORCEMAIN
BID FORM - FINAL SUBMITTAL

FINAL SUBMITTAL - Revision 1

PAY ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	TOTAL AMOUNT
22	EA	1	GATE VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (2") DOLLARS CENTS	583. ⁰⁰	583. ⁰⁰
23	EA	1	GATE VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (4") DOLLARS CENTS	665. ⁰⁰	665. ⁰⁰
24	EA	1	GATE VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (6") DOLLARS CENTS	855. ⁰⁰	855. ⁰⁰
25	EA	5	GATE VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (8") DOLLARS CENTS	1,204. ⁰⁰	6,020. ⁰⁰
26	EA	6	GATE VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (12") DOLLARS CENTS	2,227. ⁰⁰	13,362. ⁰⁰
27	EA	1	PLUG VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (4") DOLLARS CENTS	571. ⁰⁰	571. ⁰⁰
28	EA	5	PLUG VALVE ASSEMBLY W/ BOX AND EXTENSIONS (150 PSI) (8") DOLLARS CENTS	1,533. ⁰⁰	7,665. ⁰⁰
29	EA	1	6"X6" TAPPING SLEEVE AND 6" TAPPING VALVE ASSEMBLY (CI) (150 PSI) DOLLARS CENTS	2,632. ⁰⁰	2,632. ⁰⁰
30	EA	1	8"X8" TAPPING SLEEVE AND 8" TAPPING VALVE ASSEMBLY (CI) (150 PSI) DOLLARS CENTS	3,162. ⁰⁰	3,162. ⁰⁰
31	EA	1	10"X10" TAPPING SLEEVE AND 10" TAPPING VALVE ASSEMBLY (CI) (150 PSI) DOLLARS CENTS	4,504. ⁰⁰	4,504. ⁰⁰
32	EA	3	12"X12" TAPPING SLEEVE AND 12" TAPPING VALVE ASSEMBLY (CI) (150 PSI) DOLLARS CENTS	5,387. ⁰⁰	16,161. ⁰⁰
33	EA	1	AIR RELEASE VALVE ASSEMBLY, WATER SERVICE DOLLARS CENTS	3,885. ⁰⁰	3,885. ⁰⁰
34	EA	1	AIR RELEASE VALVE ASSEMBLY, WASTEWATER SERVICE DOLLARS CENTS	6,787. ⁰⁰	6,787. ⁰⁰
35	EA	4	WATER SERVICE CONNECTION (1-1/2") DOLLARS CENTS	488. ⁵⁰	1,954. ⁰⁰
36	EA	4	WATER SERVICE CONNECTION (2") DOLLARS CENTS	644. ⁰⁰	2,576. ⁰⁰
37	EA	3	WATER SERVICE CONNECTION (1-1/2") (LONG SIDE) DOLLARS CENTS	1,502. ⁰⁰	4,506. ⁰⁰
38	EA	1	WATER SERVICE CONNECTION (2") (LONG SIDE) DOLLARS CENTS	1,797. ⁰⁰	1,797. ⁰⁰
39	EA	12	FIRE HYDRANT ASSEMBLY DOLLARS CENTS	2,784. ⁰⁰	33,408. ⁰⁰
40	LF	970	RETIRE EXISTING PIPE BY GROUTING IN PLACE (4" FORCE MAIN) DOLLARS CENTS	4. ⁰⁰	3,880. ⁰⁰
41	LF	2755	RETIRE EXISTING PIPE BY GROUTING IN PLACE (10" FORCE MAIN) DOLLARS CENTS	7. ⁰⁰	19,285. ⁰⁰
42	LF	20	RETIRE EXISTING PIPE BY GROUTING IN PLACE (2" WATER MAIN) DOLLARS CENTS	4. ⁰⁰	80. ⁰⁰

ELDER ROAD/ORANGE BOULEVARD
WATER MAIN AND FORCEMAIN
BID FORM - FINAL SUBMITTAL

FINAL SUBMITTAL - Revision 1

PAY ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	TOTAL AMOUNT
43	LF	758	RETIRE EXISTING PIPE BY GROUTING IN PLACE (8" WATER MAIN) DOLLARS CENTS	6.00	4,548.00
44	LF	1316	RETIRE EXISTING PIPE BY GROUTING IN PLACE (10" WATER MAIN) DOLLARS CENTS	8.50	11,186.00
45	LF	2618	RETIRE EXISTING PIPE BY GROUTING IN PLACE (12" WATER MAIN) DOLLARS CENTS	10.00	26,186.00
46	LF	1500	RETIRE EXIST PIPE IN UTILITY EASEMENT ALONG I-4 BY GROUTING IN PLACE (12" WM) DOLLARS CENTS	10.05	15,075.00
47	LF	1500	RETIRE EXIST PIPE IN UTILITY EASEMENT ALONG I-4 BY GROUTING IN PLACE (10" FM) DOLLARS CENTS	8.45	12,675.00
48	LF	100	REMOVAL OF EXISTING PVC PIPE (4" FORCEMAIN) DOLLARS CENTS	7.35	735.00
49	LF	767	REMOVAL OF ASBESTOS CEMENT PIPE DOLLARS CENTS	29.00	22,243.00
50	LF	40	12" BORE & JACK CARRIER PIPE (DI) (RJ) DOLLARS CENTS	70.45	2,818.00
51	LF	40	8" BORE & JACK CARRIER PIPE (C900) (RJ) DOLLARS CENTS	42.75	1,710.00
52	LF	40	20" BORE & JACK CASING PIPE (STEEL) DOLLARS CENTS	51.70	2,068.00
53	LF	40	30" BORE & JACK CASING PIPE (STEEL) DOLLARS CENTS	88.15	3,526.00
54	TN	167	PAVEMENT (ASPHALT) TYPE S1 DOLLARS CENTS	110.00	18,370.00
55	SY	1651	BASE COURSE MATERIAL FOR TYPE S1 PAVEMENT DOLLARS CENTS	16.00	26,416.00
56	SY	1702	PAVEMENT/CONCRETE/SIDEWALK REMOVAL DOLLARS CENTS	2.00	3,404.00
57	SY	50	SIDEWALK REPLACEMENT DOLLARS CENTS	38.50	1,925.00
58	LF	246	TYPE D CURB DOLLARS CENTS	22.00	5,412.00
59	EA	20	REMOVE AND REPLACE EXIST BOLLARDS W/ NEW 4" CONC BOLLARDS DOLLARS CENTS	165.00	3,300.00
60	EA	1	REMOVE AND REPLACE EXIST 60" CMP CULVERT W/ (2) MITERED END SECTIONS DOLLARS CENTS	19,469.00	19,469.00
61	EA	6	REMOVE AND REPLACE EXIST SIGN DOLLARS CENTS	110.00	660.00
62	EA	2	REMOVE AND RELOCATE EXISTING TREES DOLLARS CENTS	1,320.00	2,640.00
63	EA	4	REMOVE AND REPLACE EXISTING SHRUBS DOLLARS CENTS	82.50	330.00
64	EA	4	REMOVE EXISTING FH ASSEMBLY DOLLARS CENTS	201.00	804.00

ELDER ROAD/ORANGE BOULEVARD
WATER MAIN AND FORCEMAIN
BID FORM - FINAL SUBMITTAL

FINAL SUBMITTAL - Revision 1

PAY ITEM NUMBER	UNIT	APPROX. QUANTITY	ITEM DESCRIPTION-UNIT OR LUMP SUM PRICE (PRICES WRITTEN IN WORDS)	UNIT PRICE	TOTAL AMOUNT
DRAINAGE STRUCTURES ALONG KASTNER PLACE					
65	EA	2	REMOVAL OF EXISTING DRAINAGE STRUCTURE _____ DOLLARS _____ CENTS	135. ⁰⁰	270. ⁰⁰
66	EA	1	DOUBLE PIPE CULVERT W/ MITERED END SECTIONS (CMP) (33"X49") _____ DOLLARS _____ CENTS	13,277. ⁰⁰	13,277. ⁰⁰
67	EA	1	DOUBLE PIPE CULVERT W/ MITERED END SECTIONS (CMP) (38"X57") _____ DOLLARS _____ CENTS	15,241. ⁰⁰	15,241. ⁰⁰

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 3RD day of DECEMBER, 2008.

WAL-ROSE, INC.
(Name of BIDDER)

W. Duane Griffith
(Signature of person signing this BID FORM)

W. DUANE GRIFFITH
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS 5 % BID BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

BID FORM
10/08

00100-4
CC-4082-08

Elder Road/Orange Boulevard Water Main & Forcemain Utilities Relocation

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

[illegible]

TOTAL \$ 34,136.⁰⁰

W. DUPRE GRIFFITH
Printed Name

W. Duane Griffith
Signature

WAL-ROSE, INC.
Bidder Name

Date DECEMBER 3, 2008

"EXHIBIT C"

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:

WAL-ROSE, INC.

Signature:

W. Duane Griffith

Printed Name:

W. DUANE GRIFFITH

Title:

PRESIDENT

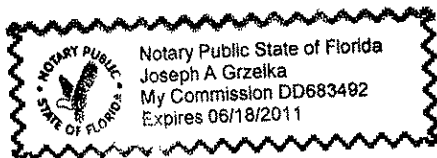
Date:

DECEMBER 3, 2008

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 3RD day of DECEMBER, 2008, by W. DUANE GRIFFITH of WAL-ROSE, INC. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.



Joseph A. Grzelka
Print Name JOSEPH A. GRZELKA
Notary Public in and for the County
and State Aforementioned

My commission expires: 6/18/2011

AMERICANS WITH DISABILITIES ACT AFFIDAVIT
10/08

00310-1
CC-4082-08

Elder Road/Orange Boulevard Water Main & Forcemain Utilities Relocation

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-4082-08/VFT
PROJECT TITLE: Elder Road/Orange Blvd Water Main & Force Main Utilities

BID OPENING DATE: December 3, 2008 at 2:00 P.M. Eastern

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 3

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Wal-Rose, Inc. *** 3848 Morris Station Rd. Sanford, FL 32772	Blue Ox Enterprises, LLC 235 N. Longwood Street Longwood, FL 32752	J.D. Weber Construction Company 1444 N. Hwy. US1 Ormond Beach, FL 32174	APEC, Inc. *** 4436 Old Winter Garden Rd. Orlando, FL 32811
	W. Duane Griffith (407) 328-9999 (Phone) (407) 328-4229 (Fax)	Ralph Lembrich (407) 339-4800 (Phone) (954) 339-4839 (Fax)	Joseph David Weber (386) 671-2727 (Phone) (386) 671-2471 (Fax)	Majid Fouladi (407) 522-0530 (Phone) (407) 532-8332 (Fax))
Total Amount of Bid	\$811,221.00	\$834,724.40	\$900,408.80	\$936,300.10
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes

B.C.C. – SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-4082-08/VFT Page 2 of 3

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Mercon Construction Co. 133 E. Pine Avenue Longwood, FL 32750	ZFI Engineering & Construction, Inc. 651 Danville Drive STE 100 Orlando, FL 32825	Gibbs & Register, Inc. 232 South Dillard Street Winter Garden, FL 34787	Mora Engineering Contractors, Inc.*** 34 Utrillo Place Palm Coast, FL 32164
	Mehrdad Moradi (407) 260-6710 (Phone) (407) 260-6714 (Fax)	Zhi (George) Guo (407) 281-1100 (Phone) (407) 281-1108 (Fax)	James C. Thompson (407) 814-8644 (Phone) (407) 814-8044 (Fax)	Carlos Mora (386) 263-2805 (Phone) (386) 263-2807 (Fax)
Total Amount of Bid	\$956,390.50	\$968,252.00	\$1,032,616.00	\$1,224,171.00
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	No	Yes
Bid Bond	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes

B.C.C. – SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-4082-08/VFT Page 3 of 3

ITEM DESCRIPTION	Response #9	Response #10
	Cathcart Contracting Company 1056 Willa Springs Drive Winter Springs, FL 32708 Matt T. Blanton (407) 629-2900 x21 (Phone) (407) 677-4212 (Fax)	Stately Contractors, Inc. 6028 33 rd Street E. Bradenton, FL 34203 Al Rahmankhah (407) 872-0530 (Phone) (407) 872-8332 (Fax)
Total Amount of Bid	\$1,263,240.00	\$1,274,793.00
Acknowledge addenda 1-2	Yes	Yes
Trench Safety Act	Yes	Yes
Bidder Information Form	Yes	Yes
Non-Collusion Affidavit	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes
Americans w/Disabilities Act	Yes	Yes
Drug-Free Workplace Form	Yes	Yes
Public Entity Crimes Form	Yes	Yes
Experience of Bidder	Yes	Yes
Bid Bond	Yes	Yes
W-9	Yes	Yes
Compliance w/ Public Records	Yes	Yes

Bid Opening: December 3, 2008 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St., Sanford, FL 32771

Bid Tabulated by Vagillia Taylor, Senior Procurement Analyst
(Posted by Vagillia Taylor on December 9, 2008 @ 11:35 am Eastern)

Recommendation of Award: Wal-Rose, Inc.
(Updated by Vagillia Taylor on January 15, 2009 @ 12:01 am Eastern)

BCC Agenda Date: February 10, 2009
(Updated by Vagillia Taylor on January 15, 2009 @ 12:01 am Eastern)

***Bids were revised to delete/exclude Wastewater Pipe Fittings (DI)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Florida Power and Light Company (FPL) Easement for Markham Reclaim Storage and Repump Station

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: Joe Forte

CONTACT: Hugh Sipes

EXT: 2117

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Easement and the Underground Distribution Facilities Installation Agreement.

District 5 Brenda Carey

Hugh Sipes/Dennis Westrick

BACKGROUND:

The Markham Reclaim Storage and Repump Station is under construction at the southeast corner of Orange Boulevard and First Street. The site is located immediately south of the existing Markham Regional Water Treatment Plant. FPL requires Seminole County to grant a 10 foot by 10 foot easement on the project site to accommodate a transformer that will provide power to the facility.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Easement and the Underground Distribution Facilities Installation Agreement.

ATTACHMENTS:

1. FPL Power Easement
2. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

Work Request No. 3294318

Sec. __, Twp __ S, Rge __ E

Parcel I.D. _____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Matthew Fraser
Co. Name: Florida Power & Light Company
Address: P.O. Box 2149
Sanford, FL 32771

pg 1 of 4.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment, including appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10' feet in width described as follows:

Reserved for Circuit Court

See Exhibit A

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

(Corporate's name)

By: _____
(President's signature)

Print Name: _____

Print Address: _____

Attest: _____
(Secretary's signature)

Print Name: _____

Print Address: _____

(Corporate Seal)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, and _____ respectively the _____ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

SCHEDULE "A"

EXHIBIT "A"
SHEET 1 OF 3

Description :

A portion of Section 31, Township 19 South, Range 30 East, Seminole County, Florida being more particularly described as follows :


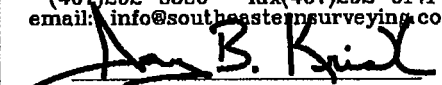
Commence at the intersection of the South right of way line of First Street and the West right of way line of Park Avenue as shown on the Plat of the Town of Sylvan Lake as recorded in Plat Book 2, Page 69, Public Records of Seminole County, Florida; thence N 89°46'22" W along said South right of way line a distance of 220.00 feet to the Point of Beginning; thence continue N 89°46'22" W along said right of way line a distance of 10.00 feet; thence S 00°13'38" W a distance of 10.00 feet; thence S 89°46'22" E along a line that is 10.00 feet South of and parallel with said right of way line a distance of 10.00 feet; thence N 00°13'38" E a distance of 10.00 feet to the Point of Beginning.

Containing 100 square feet more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the South right of way line of First Street as shown on the plat of the Town on Sylvan Lake, Plat Book 2, Page 69, Public Records of Seminole County, Florida, being N 89°46'22" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEET 2

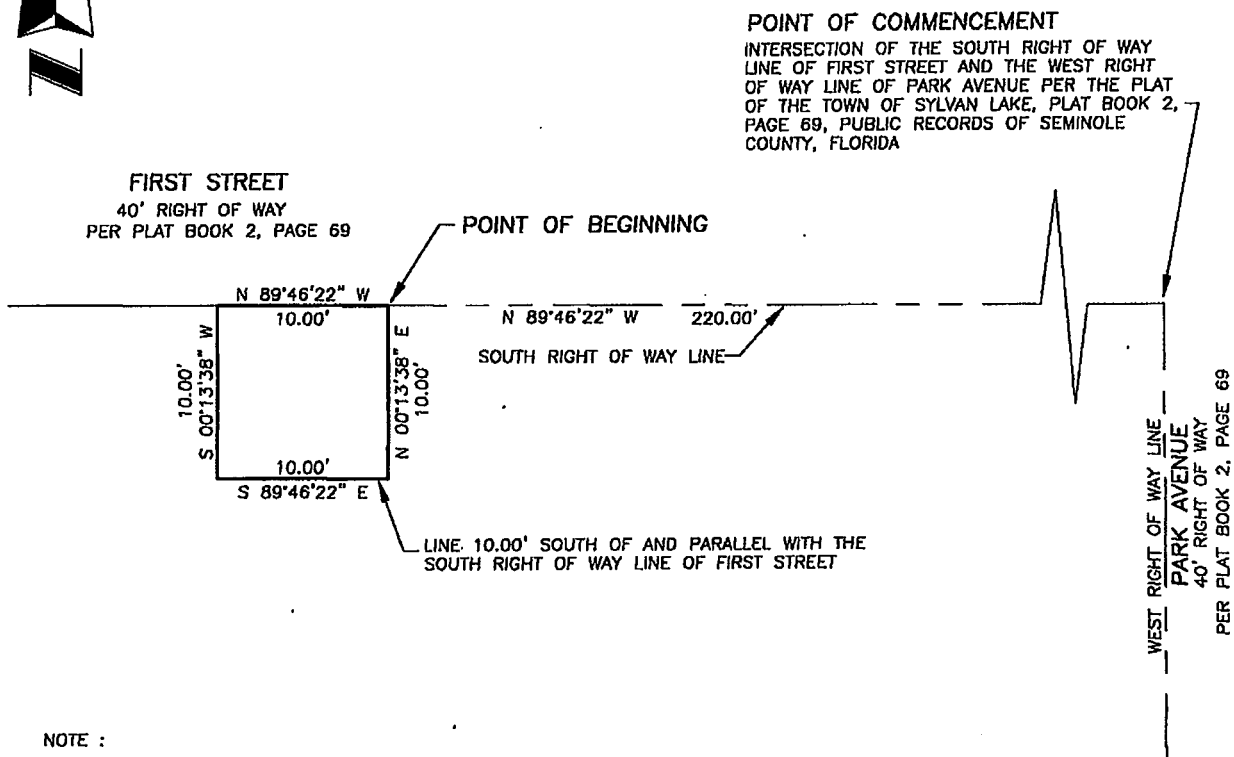
DESCRIPTION FOR Reiss Engineering, Inc.	Date: 10/08/2008 KR		CERT. NO. LB2108 49106026  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4246
	Job No.: 49106	Scale: 1"=10'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

EXHIBIT "A"
SHEET 2 OF 3



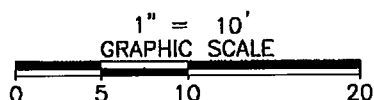
SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST



NOTE :
NOT VALID WITHOUT SHEET 1.



Drawing No. 49106026
Job No. 49106
Date: 10/8/2008
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8680 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

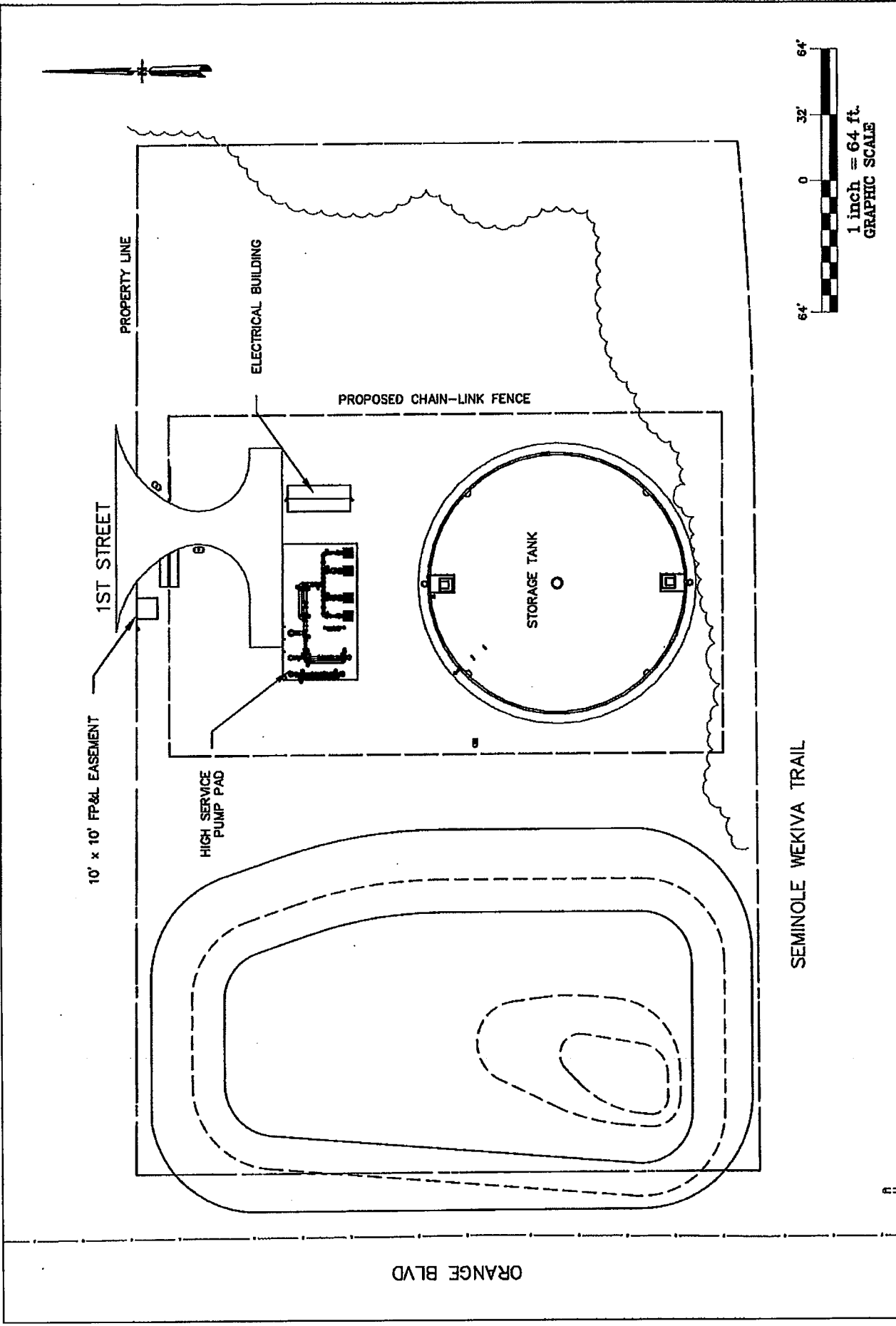


EXHIBIT "A"
SHEET 3 OF 3

MARKHAM RECLAIM STORAGE AND REPUMP STATION
FP&L EASEMENT SITE PLAN





UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 10th day of February, 2009, by and between Seminole County (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Markham Reclaim Storage & Repump Facility located in Sanford/Seminole, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$0.00 (the Contribution) to cover the cost of the new overhead line, bore across 1st St. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL.
2. That a credit of \$0.00 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That this agreement provides for 277/480 volt, Three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

- a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
- b) A construction schedule,
- c) An estimate of when electric service will be required, and
- d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

- a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
- b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling caused by Customer shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement by Customer on the subdivision or development layout or grade.
- f) Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

For FPL (Date)

Accepted:

Customer (Date)

Witness (Date)

Witness (Date)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Certificate of Public Convenience and Necessity

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: Joe Forte

CONTACT: William (Johnny) Edwards

EXT: 2253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc.

County-wide

William (Johnny) Edwards

BACKGROUND:

Chapter 235 of the Seminole County Code authorizes the Board to regulate the collection and disposal of waste within the unincorporated County. The above company has complied with the requirements set forth in the Seminole County Code and has requested a Certificate of Public Convenience and Necessity (COPCN) from Seminole County to perform the commercial collection of waste in the unincorporated areas of Seminole County. This firm has provided an application indicating that they only provide Construction and Demolition (C&D) Debris collection services, Special Waste collection services, or Recyclables collection services. Staff has verified this information through follow up investigation. This firm has provided insurance information in compliance with Chapter 235 of the Seminole County Code.

Firms that collect only C&D Debris, Special Wastes, or Recyclables are not required to obtain a non-exclusive commercial solid waste collection franchise. These firms are required to obtain COPCNs.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc.

ATTACHMENTS:

1. COPCN Application

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Orlando Waste Paper Company, Inc.

Street Address: 2715 Staten Road

City, State & Zip: Orlando, Florida 32804

Type of Operation: Collection Services: Recyclable Materials

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____

Bob Dallari, Chairman

Clerk to the Board of
County Commissioners of
Seminole County, Florida

Date: _____

For the use and reliance
of Seminole County only,
approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____, 20 _____,
regular meeting.

County Attorney

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2008 through September 30, 2009.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 8/18/08

Company Name: Orlando Waste Paper Company, Inc.
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: P.O. Box 787454

City: Orlando State: FL Zip: 32854

Site Street Address: 2715 Staten Road

City: Orlando State: FL Zip: 32804

Contact Person: (ms) Jerry Parrish Phone: 407-299-1380 FAX: 407-295-5956

Email Address: jerryp@orlandowastepaper.com

Owner/Stockholders/5% or more: Sterling Vestal/Owner/President

List Prior Companies & Forms of Business: _____

Person responsible for quarterly reports: (Ms) Jerry Parrish Phone: 407-299-1380

Email Address: jerryp@orlandowastepaper.com

Statement of Capability and Financial Responsibility

I certify that ORLANDO WASTE PAPER CO., INC. is capable of performing the service(s) applied for and is Financially Responsible.

Jerry Parrish
Signature
JERRY PARRISH
Print Name above

8/18/08
Date

11/10/08

Seminole County
Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?

If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLITION DEBRIS:

- Concrete, brick and fines _____
- Wood _____
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles _____

RECYCLABLE MATERIALS:

- Newspaper ☒
- Glass ☒
- Aluminum Cans ☒
- Plastic Bottles _____
- Steel Cans ☒
- Other Plastics _____
- Ferrous Metals ☒
- Non-Ferrous Metals ☒
- Corrugated Cardboard ☒
- Office Paper ☒
- Food Waste _____
- Textiles _____
- Other (specify) _____

SPECIAL WASTE

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?

If yes, please complete information below.

FACILITY:

Address: _____

City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery ☒
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

Newspaper _____	Non Ferrous Metals _____
Cardboard _____	Ferrous Metals _____
Office Paper _____	Steel Cans _____
Plastic _____	Glass _____
Aluminum Cans _____	_____

Tons handled annually (per material, if applicable)

Item	Tons per year
------	---------------

See 2007 annual report attached

Where do you deliver materials for disposal and / or processing?

Orlando Waste Paper Co., Inc.
2715 Staten Road
Orlando, FL 32804

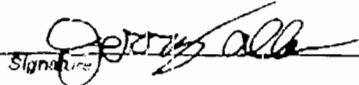
NOTE:

* Include Copies Of All Pertinent
Regulatory Agency Operation Permits.
Attach additional pages as needed.


SEMINOLE COUNTY
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
COMPLIANCE AGREEMENT

NAME OF COMPANY: Orlando Waste Paper Co Inc

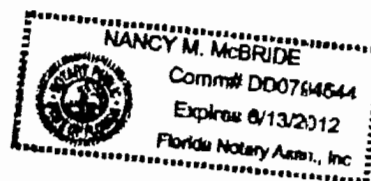
I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

By:  Date: 1/12/09

Print Name: Jerry Allen Title: VP

Notary:  Date: Jan 12, 09
Signature of Notary Public

Print Name: Nancy M McBride Commission Number: 6113112



Seminole County
Certificate of Public Convenience and Necessity
VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the \$20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: Orlando Waste Paper Co., Inc.

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER <i>For County Use Only</i>
2007	MACK		front-load	N0947L	FL 3	
2001	MACK		front-load	N9669L	FL 5	
2001	MACK		front-load	N3292L	FL 7	
2007	HINO		box truck	W891CA	201	

Total number of vehicles: 4

X 20.00 per vehicle 20.00

Sum: \$80.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF ORANGE


COMES NOW, Jerry Allen, being first duly sworn, who deposes and says:

- (1) That he/she is the Vice-President, an officer
of Orlando Waste Paper Co., Inc. corporation existing under
the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity
Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience
and Necessity for solid waste commercial collection services to the above-named corporation.

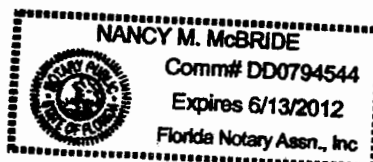
FURTHER AFFIANT SAYETH NAUGHT


_____, Affiant
Jerry Allen

The following Affidavit was signed, acknowledged and sworn to by Jerry Allen
_____ before me this 18th day of August, 20 08



Notary Public, State of Florida
My commission expires: 6/13/12



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[H](#)[Previous on List](#)[Next on List](#)[Return To List](#)

No Events

No Name History

Entity Name

Detail by Entity Name**Florida Profit Corporation**

ORLANDO WASTE PAPER COMPANY, INC.

Filing Information

Document Number P94000074594

FEI Number 593276128

Date Filed 10/07/1994

State FL

Status ACTIVE

Principal Address2715 STATEN RD.
ORLANDO FL 32804**Mailing Address**2715 STATEN RD.
ORLANDO FL 32804**Registered Agent Name & Address**VESTAL, STERLING S
2715 STATEN ROAD
ORLANDO FL 32804 US

Name Changed: 10/10/2007

Address Changed: 11/12/1999

Officer/Director Detail**Name & Address**

Title DP

VESTAL, STERLING S
2715 STATEN ROAD
ORLANDO FL 32804

Title V

ALLEN, JERRY L
2715 STATEN RD.
ORLANDO FL 32804

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/31/2008PRODUCER (407)898-2211 FAX (407)898-1850
Closson Insurance Agency, LLC
Post Office Box 547275
Orlando,, FL 32854-7275THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Orlando Waste Paper Company Inc.

2715 Staten Road
Orlando, FL 32854

INSURER A: American States Insurance Co

INSURER B: First National Insurance Co

INSURER C: Everest National Insurance Co.

INSURER D: Bridgefiedl Employers Ins. Comp

INSURER E:

24274

10120

10701

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	01CG725686-40	03/01/2008	03/01/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	25-CC-032720-4	03/01/2008	03/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY	71G9000021-071	03/01/2008	03/01/2009	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					10,000,000 \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0830-40500	01/01/2009	01/01/2010	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole County, officials, officers and employees are included as additional insureds. Certificate is provided in accordance with Seminole County Code, Chapter 235 and coverage is in full compliance with insurance requirements of Seminole County Code, Chapter 235. 30 day notice of restriction of coverage. Coverage is primary and non contributory

CERTIFICATE HOLDER

Seminole County
1101 East 1st Street
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lenise Zika/KSS

Lenise A. Zika

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services extension through September 30, 2009.

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: Joe Forte

CONTACT: William (Johnny) Edwards

EXT: 2253

MOTION/RECOMMENDATION:

Approve renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, with Container Rental Company, Inc., for a period from October 1, 2008 to September 30, 2009.

County-wide

William (Johnny) Edwards

BACKGROUND:

Firms collecting commercial garbage in unincorporated Seminole County are required to obtain Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service (Commercial Franchise Agreement) from the County. In this Commercial Franchise Agreement, Section 2. Term, permits the Agreement to be “. . . renewed thereafter at the County’s option for successive periods not to exceed one (1) year each, unless terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.” Staff is recommending renewal of this Commercial Franchise Agreement for a period of one (1) year, from October 1, 2008 through September 30, 2009. This firm submitted a timely franchise renewal application and application fees in September 2008. Staff has been working with the firm to assure that any outstanding administrative issues, including insurance concerns, were resolved before the Commercial Franchise Agreement was placed before the Board of County Commissioners for renewal. The firm provided complete and satisfactory Commercial Franchise Agreement renewal information to the County.

To provide additional background information on this item, a copy of the firm's Exhibit “C” Seminole County Non-Exclusive Commercial Franchise Holder Application / Annual Renewal and Update submittal is attached. Also, copies of the firm's original Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and Amendment to Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service are attached.

STAFF RECOMMENDATION:

Staff recommends that the Board approve renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services for a period from October 1, 2008 to September 30, 2009, with Container Rental Company, Inc.

ATTACHMENTS:

1. NE Agreement Annual Renewal

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)



EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Container Rental Company, Inc.
Contractor

October 1, 2008 to September 30, 2009

Year of Service

The following items are required to process the Application/Annual Renewal and Update Form. Complete all items below, attach additional sheets if necessary.

Date: 8/8/08

Company Name: Container Rental Company, Inc.

Company Address: 2715 Staten Road Orlando, FL 32804

Local Telephone Number: 407-298-8555

Designated Agent Name: (Ms.) Jerry Parrish, Sales Support

Email Address: jerryp@orlandowastepaper.com

The Contractor shall provide the County with the following: (☒ upon completion)

1. ☒ **Completed, Signed, and Notarized Form - Exhibit "C"**
2. ☒ **Vehicle Equipment List** - Include the following information for each truck:
(Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. ☒ **Collection Equipment List** - Include the following information for each container:
(Type, Size, Identification Number)
4. ☒ **Certificates of Insurance**

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☒ **Application Fee**
6. ☒ **Per Vehicle Fee** - Decals will be issued for each vehicle.
(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Container Rental Co., Inc. will abide by the terms and conditions of the Agreement.

JERRY PARRISH
Designated Agent Print Name

Jerry Parrish
Designated Agent Signature

8/8/08
Date

State of Florida
County of Orange

Acknowledged this 8th day of August month 2008 ~~2009~~

Nancy M. McBride
Signature of Notary Public, State of Florida



NANCY M. McBRIDE

Comm# DD0794544

Expires 6/13/2012

Florida Notary Assn., Inc

☒ Personally Known to Me
☒ Produced Identification



VEHICLE IDENTIFICATION LIST

[illegible]

Make copies as necessary



TYPE (roll off can, compactor, front load can- garbage, front load can- recycling, cart)	SIZE (cubic yards)	CONTAINER IDENTIFICATION NUMBER (if used by the Contractor)
roll-off can	10	
	20	
	30	
	40	
Compactor	30	
	35	
Compactor Box	40	
CTI	40	
Front load garbage	4	
	6	
	8	
	10	
Front load recycling	4	
	6	
	8	
	10	

Make copies as necessary

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF FLORIDA

COUNTY OF ORANGE


COMES NOW, Jerry Allen, being first duly sworn,
who deposes and says:

(1) That he/she is the Vice-President, an officer
of Container Rental Co., Inc. corporation existing
under the laws of the State of Florida;


(2) That he/she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and

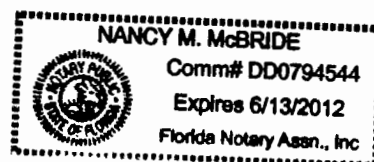
(3) That this Affidavit is made to induce Seminole County to issue a
Non-Exclusive Franchise Agreement for commercial solid waste collection
services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT


Jerry Allen, Affiant

The following Affidavit was signed, acknowledged and sworn to by Jerry
Allen before me this 8th day of August, 2008


Notary Public, State of Florida
My commission expires: 6/13/12



FLORIDA DEPARTMENT OF STATE
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Detail by Entity Name

Florida Profit Corporation

CONTAINER RENTAL COMPANY, INC.

Filing Information

Document Number P94000083637

FEI Number 593288113

Date Filed 11/14/1994

State FL

Status ACTIVE

Principal Address

2715 STATEN ROAD
ORLANDO FL 32804

Mailing Address

2715 STATEN ROAD
ORLANDO FL 32804

Registered Agent Name & Address

VESTAL, STERLING S
2715 STATEN ROAD
ORLANDO FL 32804

Name Changed: 10/10/2007

Address Changed: 11/12/1999

Officer/Director Detail

Name & Address

Title DP

VESTAL, STERLING S
2715 STATEN ROAD
ORLANDO FL 32804

Title V

ALLEN, JERRY L
2715 STATEN RD.
ORLANDO FL 32804

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/31/2008
PRODUCER (407)898-2211 FAX (407)898-1850 Closson Insurance Agency, LLC Post Office Box 547275 Orlando,, FL 32854-7275		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Container RentalCompany Inc. 2715 Staten Road Orlando, FL 32854		
		INSURERS AFFORDING COVERAGE INSURER A: American States Insurance Co INSURER B: First National Insurance Co INSURER C: Everest National Insurance Co. INSURER D: Bridgefiedl Employers Ins. Comp INSURER E:
		NAIC # 24274 10120 10701

COVERAGES									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01CG725686-40	03/01/2008	03/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000			
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				25-CC-032720-4	03/01/2008	03/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000							71G9000021-071
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	0830-40500	01/01/2009	01/01/2010	WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole County, Officials, Officers and Employees are included as additional insureds. Certificate is provided in accordance with Seminole County Non Exclusive Agreement and coverage is in full compliance with insurance requirements of Seminole County non exclusive agreement. 30 day notice of restriction of coverage. Coverage is primary and non contributory

CERTIFICATE HOLDER Seminole County 1101 East 1st Street Sanford, FL 32771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Lenise Zika/KSS
--	---

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cynthia Baker
DEPUTY CLERK

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this 12 day of December, 2005 and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **CONTAINER RENTAL CO., INC.**, whose address is 2715 Staten Road, Orlando, Florida 32804, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be

equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the

Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CONTAINER RENTAL CO., INC.

By: 

Date: 10-5-05

(CORPORATE SEAL)

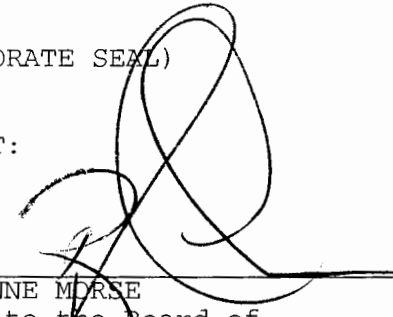
ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

CARLTON HENLEY, Chairman

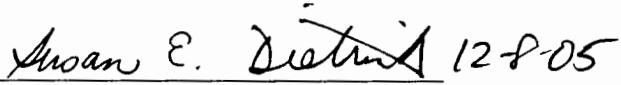
Date: Dec. 12, 2005


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their Oct. 25, 2005
regular meeting.

 12-8-05
County Attorney

SED/lpk

5/27/05 9/27/05

am franchise agt commercial solid waste-container

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
Cayla Cole
DEPUTY CLERK

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE**

THIS AGREEMENT made and entered into this 14 day of November 2003, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "County") and Container Rental Co., Inc., a Florida corporation authorized to do business in Florida, whose address is 2715 Staten Rd Orlando, FL 32804 (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

WHEREAS, the County desires to ensure that such activities are performed by a competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement.** This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste.** Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any non-vegetative tangible item such as furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

(d) **Collection.** The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.

(h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(i) **Contract Administrator.** The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County.** This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(s) **Recovered Materials.** Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

(u) **Residential Solid Waste.** Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(v) **Residential Unit.** A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which are separated from solid waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **Uncontrollable Forces.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as but not limited to, leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2003.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.

(3) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall be clearly labeled for identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

(c) Commercial Yard Waste Collection Services. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.

(b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The Contractor's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, County staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection Services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

Section 18. Insurance.

(a) General. The Contractor shall, at the Contractor's own cost, procure the insurance required under this Section.

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than

(30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement; provided further, that in lieu of the statement on the Certificate, the Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the County, the Contractor shall, within thirty (30) days after receipt of the request, provide the County with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies

for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company. The Business Auto Policy may be issued by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement

termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

LIMITS

\$500,000.00	(Each Accident)
\$500,000.00	(Disease Each Employee)
\$500,000.00	(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	\$1,000,000.00
Personal Injury & Advertising Limit,	\$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	\$1,000,000.00

(3) Business Automobile Liability.

(A) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to

an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

LIMITS

Bodily Injury and Property	\$ 1,000,000.00
Damage Liability Combined	
Per Occurrence	

(d) Coverage. The insurance provided by Contractor pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the County or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the Contractor, its employees or agents of liability from any obligations under a Section or any other portions of this Agreement.

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any

claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract

Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
500 W. Lake Mary Blvd.
Sanford, Florida 32773

For Contractor:

Jerry Vestal, President
2715 Staten Road
Orlando, FL 32804
Container Rental Company, Inc.

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the

Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 32. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 33. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

CONTRACTOR

Stirling Vestal
Secretary

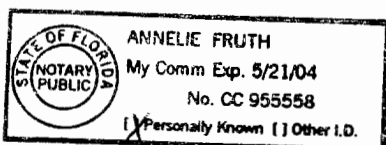
By: *Jerry L Vestal*
President

(CORPORATE SEAL)

Date: 11-18-03

STATE OF FLORIDA)
COUNTY OF ORANGE)


I HEREBY CERTIFY that, on this 18th day of NOVEMBER, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JERRY L VESTAL and _____, as President and Secretary respectively, of who is personally known to me or who has produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



Annelie Fruth
Print Name Annelie FRUTH
Notary Public in and for the County
and State Aforementioned
My commission expires: 5/21/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.


By: 
DARYL G. MCLAIN, Chairman

Date: 1-8-04

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their 14 Oct., 2003
regular meeting.


County Attorney
SED/lpk
10/15/03
solid waste collect franchise agt 9

4 Attachments:

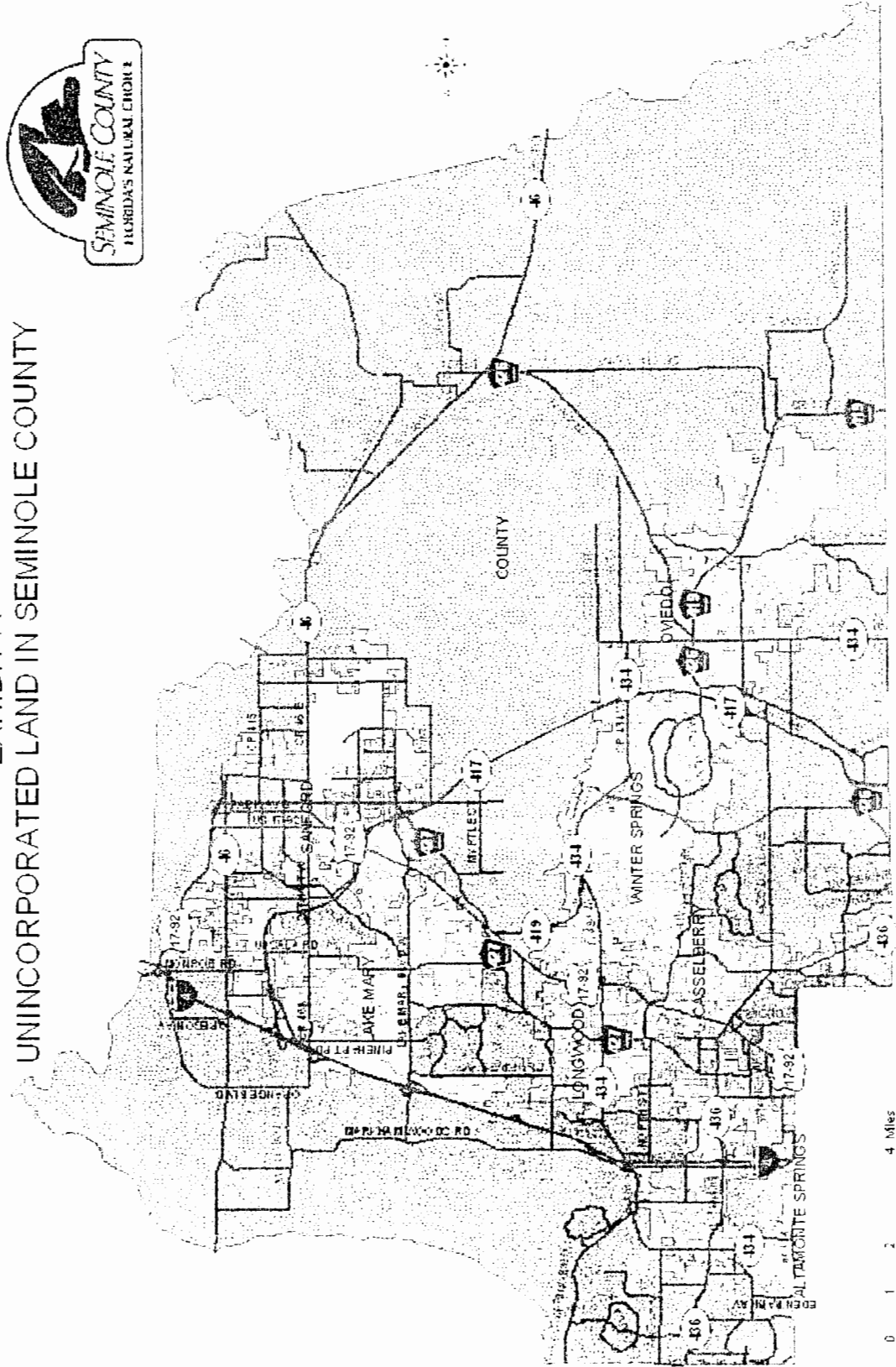
- Exhibit "A" - Map of Franchise Area
- Exhibit "B" - County Designated Disposal Facility
- Exhibit "C" - Application/Annual Renewal and Update Form
- Exhibit "D" - Monthly Report

EXHIBIT "A"

Service Area

EXHIBIT A

UNINCORPORATED LAND IN SEMINOLE COUNTY



“Exhibit B”
Seminole County Non-Exclusive Commercial Franchise Holder
Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

- 1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva,
and
- 2) The Central Transfer Station located at 1950 State Road 419, Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires, and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.



EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

CONTAINER RENTAL COMPANY, INC.
 Contractor

2003

Year of Service

The following items are required to process the Application/Annual Renewal and Update Form.
 Complete all items below, attach additional sheets if necessary.

Date: 11/17/03

Company Name: Container Rental Co., Inc.

Company Address: 2715 Staten Road Orlando, FL 32804

Local Telephone Number: 407-298-8555

Designated Agent: Name: (Ms.) Jerry Parrish Sales Support

Email Address: www.orlandowastepaper.com

The Contractor shall provide the County with the following: (☒ upon completion)

1. ☐ **Completed, Signed, and Notarized Form - Exhibit "C"**
2. ☐ **Vehicle Equipment List** - Include the following information for each truck:
 (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. ☐ **Collection Equipment List** - Include the following information for each container:
 (Type, Size, Identification Number)
4. ☐ **Certificates of Insurance**

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☒ **Application Fee**

already submitted w/ COCPH

6. ☒ **Per Vehicle Fee** - Decals will be issued for each vehicle.

(Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Container Rental Co., Inc. will abide by the terms and conditions of the Agreement.

TERRY PARRISH

Designated Agent Print Name

Jerry Parrish

Designated Agent Signature

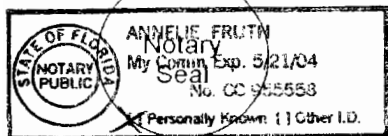
11/17/03
Date

State of FLORIDA
 County of ORANGE

Acknowledged this 17th day of November month, 2003

Annelie Frucht

Signature of Notary Public, State of Florida



- ☒ Personally Known to Me
☐ Produced Identification



VEHICLE IDENTIFICATION LIST

[illegible]

Make copies as necessary

[illegible]

Make copies as necessary

TABLE 1**Estimated Percent of Deliveries 10/1/03 to 10/31/03**

AREA SERVICED	ESTIMATED TONS (or)	ESTIMATED (%) OF DELIVERIES
Altamonte Springs	56.87	
Casselberry	6.87	
Lake Mary	1.92	
Longwood	0	
Oviedo	13.14	
Sanford	0	
Winter Springs	0	
Unincorporated Seminole County	139.26	
Other		

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID ML
ORLW001

DATE (MM/DD/YYYY)

12/18/03

PRODUCER
Huckleberry, Sibley & Harvey
Insurance & Bonds, Inc.
1020 N Orlando Ave, Suite 200
Maitland FL 32751
Phone: 407-647-1616

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Orlando Waste Paper Company,
Container Rental Company, Inc.
2715 Staten Road
Orlando FL 32804

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Southern-Owners Insurance Co.

10190

INSURER B: AIG COMPANIES

INSURER C: Auto-Owners Insurance Company

18988

INSURER D: VALLEY FORGE INSURANCE COMPANY

01839

INSURER E: Florida Petroleum Liability

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	20571974-99	03/01/03	03/01/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Per Project Agg.				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
C	AUTOMOBILE LIABILITY	9542144801	03/01/03	03/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
B	EXCESS/UMBRELLA LIABILITY	BE8710452	03/01/03	03/01/04	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1077125245	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
3	Storage Tank Liab	FPL7511303	06/02/03	06/02/04	Aggregate Occurrence 2000000 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as addl. insured with respects to GL....Fx:
407-24-5731

CERTIFICATE HOLDER


SEMINOL

Seminole County, Solid Waste
Division
Attn: Coleen Puglisi
500 W Lake Mary Blvd
Sanford FL 32773-7499

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Solid Waste MSBU Collection Adjustment

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: Joe Forte

CONTACT: William (Johnny) Edwards

EXT: 2253

MOTION/RECOMMENDATION:

Approve index adjustment for residential solid waste collection services as required by Franchise Agreements, to be retroactively effective on January 1, 2009.

County-wide

William (Johnny) Edwards

BACKGROUND:

As set forth in Section 13. Rate Adjustments of the Amended Solid Waste Franchise Agreement Seminole County, Florida Residential Collection Service, a Contractor may request a collection rate increase equal to the change in the Consumer Price Index All Urban Customers (CPI-U) on or before August 1, 2005 and annually thereafter. The Franchise Agreements further provide that the CPI-U shall be calculated based on the change in the CPI-U from January 1, 2006 to December 31, 2006. Thereafter, CPI-U adjustments shall be calculated for the CPI-U during the period from January 1st to December 31st.

This is the fourth annual CPI adjustment to the current Franchise Agreements. The Franchise Agreements expire on March 31, 2010. Based on CPI-U data as compiled from the Bureau of Labor Statistics and analyzed by staff, the Franchise Agreement contractors under the MSBU program are entitled to positive adjustments to individual collection rates consistent with the attached schedule for the levels of service identified in the Franchise Agreements. This recommended adjustment equates to an average increase of 3.84%, or approximately \$0.37 monthly (per household) above current levels to all participants in the MSBU Collection program.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the index adjustment for residential solid waste collection services as required by the Franchise Agreements, effective January 1, 2009.

ATTACHMENTS:

1. 2009 Hauler Rates

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

**SEMINOLE COUNTY FLORIDA
DEPARTMENT OF FISCAL SERVICES
MUNICIPAL SERVICES BENEFIT UNIT
SUMMARY OF SOLID WASTE COLLECTION, DISPOSAL AND USER RATES
CALENDAR YEAR 2009**

2007 CPI 207.342
2008 CPI 215.303
% Increase 3.84%

Waste Services	851	Proposed CPI Adjustment	New Rate to Hauler/2009	Dec. 08 Customers	District Percent
2 Garbage, 1 Recycle, 1 Yard	\$10.01	3.84%	\$ 10.39	14,762	69.4%
2 Garbage, 1 Recycle	\$8.79	3.84%	9.13	2,070	9.7%
1 Garbage, 1 Recycle, 1 Yard	\$8.49	3.84%	8.82	2,580	12.1%
1 Garbage, 1 Recycle	\$7.26	3.84%	7.54	1,846	8.7%
			Total	21,258	
Waste Pro	852				
2 Garbage, 1 Recycle, 1 Yard	\$11.04	3.84%	\$ 11.46	15,553	69.5%
2 Garbage, 1 Recycle	\$10.71	3.84%	11.12	2,816	12.6%
1 Garbage, 1 Recycle, 1 Yard	\$10.05	3.84%	10.44	1,701	7.6%
1 Garbage, 1 Recycle	\$9.92	3.84%	10.30	2,293	10.3%
			Total	22,363	
Waste Management	853				
2 Garbage, 1 Recycle, 1 Yard	\$10.17	3.84%	\$ 10.56	15,906	73.8%
2 Garbage, 1 Recycle	\$9.93	3.84%	10.31	2,325	10.8%
1 Garbage, 1 Recycle, 1 Yard	\$8.95	3.84%	9.29	1,316	6.1%
1 Garbage, 1 Recycle	\$8.83	3.84%	9.17	2,007	9.3%
			Total	21,554	

County-wide Rates per Residence	2009 Rate	Collection Component	Est. Rate Per Customer/2010	Dec. 08 Customers	County Percent
2 Garbage, 1 Recycle, 1 Yard	\$191.00	\$121.00	\$195.65	46,221	70.1%
2 Garbage, 1 Recycle	\$185.00	\$115.00	\$189.42	7,211	10.9%
1 Garbage, 1 Recycle, 1 Yard	\$176.00	\$106.00	\$180.07	5,597	8.5%
1 Garbage, 1 Recycle	\$170.00	\$100.00	\$173.84	6,146	9.3%
Disposal Component Only	\$70.00		\$ 70.00	791	1.2%
			Total	65,966	

County-wide Rates per Residence	Annual Increase	Monthly Increase	Dec. 08 Customers	County Percent
2 Garbage, 1 Recycle, 1 Yard	\$ 4.65	\$0.39	46,221	70.9%
2 Garbage, 1 Recycle	4.42	0.37	7,211	11.1%
1 Garbage, 1 Recycle, 1 Yard	4.07	0.34	5,597	8.6%
1 Garbage, 1 Recycle	3.84	0.32	6,146	9.4%
			65,175	
Average	\$ 4.50	\$0.37		

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.6	164.0	164.0	163.9	163.0	162.3	163.7
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3	166.6	165.4	167.8
2000	168.8	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0	172.2	170.8	173.6
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1	176.6	177.5
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9	178.9	180.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0	183.3	184.6
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Issuance by Orange County Housing Finance Authority of the Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Angela Singleton

EXT: 7168

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the authorizing resolution to ratify the anticipated issuance by the Orange County Housing Finance Authority of the Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds of up to \$90,000,000.00 over the next year on behalf of Seminole County.

County-wide

Lisa Spriggs

BACKGROUND:

Under the authority granted through an agreement dated February 1, 1982 between Seminole County and the Orange County Housing Finance Authority, the Authority has approved a plan of financing pursuant to which the Authority anticipates authorizing the issuance of Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds in one or more series in an aggregate principal amount of tax-exempt bonds not to exceed \$90,000,000 over the next year. The proceeds of the bonds would be to assist in the financing of purchases by individual first-time homeowners of new or existing owner-occupied single family residences situated within Orange, Seminole, Lake and Osceola Counties and/or to refund indebtedness incurred for such purposes.

A "TEFRA" public hearing was held on Wednesday, January 28, 2009 at the Seminole County Services Building at 2:00 pm, Room #3026 for the proposed issuance of the bonds. The purpose of the hearing was to provide opportunity for public comments regarding the issuance of the Homeowner Revenue and Homeowner Subordinated Revenue Bonds. Any comments made during the hearing will be provided to the Board.

Section 147(f) of the Internal Revenue Code of 1986, as amended, requires all private activity bonds, including qualified mortgages bonds, be approved by the issuer of the bonds and by each governmental unit having jurisdiction over the area in which the residences to be financed are located. Attached for Board approval is an authorizing resolution approving the issuance and sale of the bonds by the Authority, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended.

.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the authorizing resolution to ratify the anticipated issuance by the Orange County Housing Finance Authority of the Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds of up to \$90,000,000.00 over the next year on behalf of Seminole County.

ATTACHMENTS:

1. Notice of Public Hearing
2. Affidavit of Publication
3. TEFRA minutes
4. Resolution

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

EXHIBIT A

NOTICE OF PUBLIC HEARING ORANGE COUNTY HOUSING FINANCE AUTHORITY HOMEOWNER REVENUE BONDS AND HOMEOWNER SUBORDINATED REVENUE BONDS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing on Wednesday, January 28, 2009, concerning a plan of financing (within the meaning of Section 147(f) of the Internal Revenue Code of 1986) pursuant to which the Authority will issue its Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds in one or more series in an aggregate principal amount not to exceed \$90,000,000 (collectively, the "Bonds"). The proceeds of the Bonds would be used to assist in financing purchases by individual first-time homeowners of new or existing owner-occupied single-family residences situated within Orange, Seminole, Osceola and Lake Counties and/or to refund indebtedness incurred for such purposes.

The public hearing will be held at the following time and location:

TIME	LOCATION
2:00 P.M. Wednesday, January 28, 2009	Seminole County Services Building 3 rd Floor, Room No. 3026 1101 E. First Street Sanford, FL 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before January 26, 2009. Oral comments will be limited to no more than 3 minutes per person. Written comment or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority
2211 E. Hillcrest Street
Orlando, Florida 32803
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE

Before the undersigned authority personally appeared Claudia Escobar, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at Altamonte Springs in Seminole County, Florida; that the attached copy of advertisement, being a Public Hearing in the matter of JANUARY 28, 2009 In the Seminole Court, was published in said newspaper in the issue; of 01/11/09

Affiant further says that the said Orlando Sentinel is a newspaper published at Altamonte Springs, in said Seminole County, Florida, and that the said newspaper has heretofore been continuously published in said Seminole County, Florida, each Week Day and has been entered as second-class mail matter at the post office in Altamonte Springs in said Seminole County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledge before me this 13th day of January, 2009, by Claudia Escobar, who is personally known to me and who did take an oath.

(SEAL)



Order# 916422

NOTICE OF PUBLIC HEARING ORANGE COUNTY HOUSING FINANCE AUTHORITY HOMEOWNER REVENUE BONDS AND HOMEOWNER SUBORDINATED REVENUE BONDS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing on Wednesday, January 28, 2009, concerning a plan of financing (within the meaning of Section 147(f) of the Internal Revenue Code of 1986) pursuant to which the Authority will issue its Homeowner Revenue Bonds and Homeowner Subordinated Revenue Bonds in one or more series in an aggregate principal amount not to exceed \$90,000,000 (collectively, the "Bonds"). The proceeds of the Bonds would be used to assist in financing purchases by individual first-time homeowners of new or existing owner-occupied single-family residences situated within Orange, Seminole, Osceola and Lake Counties and/or to refund indebtedness incurred for such purposes.

The public hearing will be held at the following time and location:

TIME

2:00 P.M.
Wednesday,
January 28, 2009

LOCATION

Seminole County Services
Building 3rd Floor,
Room No. 3026
1101 E. First Street
Sanford, FL 32771

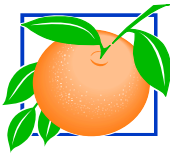
Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before January 26, 2009. Oral comments will be limited to no more than 3 minutes per person. Written comment or notice of intent to present oral comments should be directed to:

Orange County Housing
Finance Authority
2211 E. Hillcrest Street
Orlando, Florida 32803
Attention: Executive
Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

SLSP16422-JAN.11

attached



ORANGE COUNTY
HOUSING FINANCE AUTHORITY

W.D. Morris
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

Jeffery A. Stueve
CHAIRMAN

Barbara Ashley Jones
VICE CHAIRMAN

Clemente Cuevas
BOARD MEMBER

Vernice Atkins-Bradley
BOARD MEMBER

Sascha Rizzo
BOARD MEMBER

MEMORANDUM

TO:	File
FROM:	Tony Burrell
DATE:	January 28, 2009
RE:	TEFRA Public Hearing for Homeowner Revenue Bonds and Homeowner Subordinate Revenue Bonds

Today, Wednesday, January 28, 2009, a TEFRA Hearing was conducted in Seminole County at 2:00 P.M.; located at Seminole County Services Bldg., Rm. #3026, 3rd Floor.; 110th East First St., Sanford, FL 32771

The meeting was presided over by: Tony Burrell, Director Single Family Programs. The purpose of the hearing was to receive public comments regarding the anticipated issuance by the Orange County Housing Finance Authority of Homeowner Revenue Bonds and Homeowner Subordinate Revenue Bonds on behalf of Seminole County.

No comments were received at the hearing. The meeting adjourned at 3:00 P.M.

WDM/ab
Attachments

2009 - _____
RESOLUTION

WHEREAS, the Orange County Housing Finance Authority (the "Authority") was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), has created a requirement that all private activity bonds, including qualified mortgage bonds, issued on or after August 16, 1986, for the purpose of financing the purchase of owner-occupied single family residences for first-time homebuyers or to refund indebtedness incurred for such purpose be approved by the issuer of the bonds and by each governmental unit having jurisdiction over the area in which the residences to be financed are located; and

WHEREAS, such approval is to be given after a public hearing for which reasonable notice has been given; and

WHEREAS, the Authority is contemplating the issuance of its Homeowner Revenue Bonds and Homeowner Subordinate Revenue Bonds, [series to be designated], in one or more series in a combined aggregate principal amount not to exceed \$90,000,000 (the "Bonds"), to assist in financing purchases by individual first-time homeowners of new or existing owner-occupied single-family residences situated within Seminole, Lake, Orange and Osceola Counties and/or to refund indebtedness incurred for such purposes; and

WHEREAS, a public hearing was held at 2:00 p.m. on Wednesday, January 28, 2009, with regard to the proposed issuance of the Bonds, at the place and at the time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published a reasonable time in advance of the hearing date in a newspaper of general circulation in Seminole County; and

WHEREAS, the Authority presented the issue of the Bonds in a combined aggregate principal amount not to exceed \$90,000,000 for approval to the Board of County Commissioners of Seminole County (the "Board");

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

SECTION 1. Authority. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. The issuance of the Bonds and the expenditure of the proceeds thereof to assist in financing purchases by individual first-time homeowners of new or existing owner-

occupied single-family residences situated within Seminole, Lake, Orange and Osceola Counties and/or to refund indebtedness incurred for such purposes will have a substantial public benefit to Seminole County.

B. The Board is the elected legislative body of Seminole County and has jurisdiction over areas where such residences are located.

C. Seminole County has entered into an Interlocal Agreement with the Authority dated February 1, 1982, pursuant to which Seminole County has permitted the Authority to operate in certain respects within its boundaries.

SECTION 3. Ratification and Approval. The Board hereby finds that the issuance of the Bonds and the expenditure of the proceeds thereof to assist in financing purchases by individual first-time homeowners of new or existing owner-occupied single-family residences situated within Seminole, Lake, Orange and Osceola Counties and/or to refund indebtedness incurred for such purposes will help alleviate the shortage of housing for persons and families of low and moderate income in Seminole County.

Solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board hereby approves the issuance and sale of the Bonds by the Authority in a combined aggregate principal amount not to exceed \$90,000,000 to assist in financing purchases by individual first-time homeowners of new or existing owner-occupied single-family residences situated within Seminole, Lake, Orange and Osceola Counties and/or to refund indebtedness incurred for such purposes. The Bonds shall be issued on such terms and in such manner as shall be established by subsequent proceedings of the Authority.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall not constitute an indebtedness of any kind or pledge of the general credit or taxing power of Seminole County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a trust agreement entered into by the Authority prior to or contemporaneously with the issuance of the Bonds.

SECTION 5. Limited Approval. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to any residences that may be financed from the proceeds of the Bonds and the Board shall not be construed by reason of its adoption of this resolution to (i) attest to the Authority's ability to repay the indebtedness represented by the Bonds, (ii) recommend to prospective purchasers of the Bonds to purchase the same, or (iii) have waived any right of Seminole County or estopping Seminole County from asserting any rights or responsibilities it may have in that regard.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 10th day of February, 2009.

SEMINOLE COUNTY, FLORIDA

By: Board of County
Commissioners

By: _____

Seminole County Chairman

Attest:

By: _____
Clerk

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Safe Haven: Supervised Visitation and Safe Exchange Program - Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve to partner with the Salvation Army - Family Focus Program to submit a grant application to the Office on Violence Against Women requesting \$350,000 through their Safe Haven: Supervised Visitation and Safe Exchange Program, and authorize the Chairman to execute supporting documents.

County-wide

Jennifer Bero, Michele Saunders

BACKGROUND:

The US Department of Justice – Office on Violence Against Women is accepting applications for its Safe Havens Supervised Visitation and Safe Exchange Grant Program. This program provides an opportunity for communities to support the supervised visitation and safe exchange of children in situations involving domestic violence, dating violence, child abuse, sexual assault, or stalking.

The Salvation Army-Family Focus Program provides supervised visitation services for children who by court order are not permitted unsupervised contact with their non-custodial parent or parents due to family violence, abuse, and neglect. Family Focus also provides the Nurturing Parenting Program, a series of classes designed to address the needs and supplement the knowledge of skills to parents involved in dependency procedures and conflicted relationships.

On February 12, 2008, the Board of County Commissioners approved to partner with the Salvation Army-Family Focus Program in pursuit of the grant for planning and enhancements to their supervised visitation services. The grant was not awarded; however, a new funding cycle is now available and resubmission is being requested.

Family Focus is requesting Seminole County support their program by committing to be the applicant and subsequent fiscal administrator for the Safe Haven grant program as only government entities are eligible to apply. Should the grant be awarded, Seminole County would enter into an agreement with the Salvation Army-Family Focus Program to define the responsibilities of each agency. As the applicant, the County's Community Services Department would oversee the grant, and project planning and implementation. No financial commitment from the County is requested as there is no match requirement for this grant program.

The proposed application would request up to \$350,000 over a three-year period with the first

year being a development planning year. During this period, Seminole County, SafeHouse of Seminole and Family Focus would utilize the services of the Office of Violence Against Women to implement improvements to the quality of the program. Such improvements would be based upon needs identified through an assessment process completed during the planning phase.

STAFF RECOMMENDATION:

Staff recommends the Board approve to partner with the Salvation Army - Family Focus Program to submit a grant application to the Office on Violence Against Women requesting \$350,000 through their Safe Haven: Supervised Visitation and Safe Exchange Program, and authorize the Chairman to execute supporting documents.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #09-03 - \$100,000 - Public Works - Stormwater Fund - Additional Funding for Whispering Winds project

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-03 through the Stormwater Fund in the amount of \$100,000.00 in order to provide additional funding for the Whispering Winds Pond Retrofits project.

County-wide

Fredrik Coulter

BACKGROUND:

The **Whispering Winds Pond Retrofits** project is an operating project for the major repair of three existing ponds in our stormwater system. These ponds are not currently functioning as designed and permitted and need major repair of the underdrain, outfall structures, and grading in order to achieve regulatory compliance and maximum pollution reduction. By converting the non-functional dry ponds to functional wet ponds, the County will also receive additional pollutant load reduction credits for the Little Wekiva River Basin due to the increased pollutant load reduction capacity.

The project was included as an operating project in the FY 2008/09 Adopted Budget, with \$250,000 in funding provided by the Stormwater Fund.

Bids were requested and submitted for the entire project, with costs ranging from \$338,852.50 to \$604,216.40, significantly above the funded amount. The attached Budget Change Request (BCR) increases the funding for the project from \$250,000 to \$350,000, which is adequate to provide funding for the lowest bid received.

In addition to requesting additional funding, the Public Works Department is planning on rebidding the project in three separate phases, which should provide additional savings over the current single phase approach for completion of the project.

Funding for this BCR is provided by reducing the operating budget for the Water Quality Program. The Water Quality Program's adopted operating budget for FY 2008/09 included \$100,000 in the Repairs and Maintenance (530460) account described as Contracted Pond Retrofit Projects (construction) without designating a specific project for this funding. The attached BCR designates this amount as part of the Whispering Winds Pond Retrofits project.

The attached BCR does not affect the budgeted Reserves of the Stormwater Fund.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #09-03 through the Stormwater Fund in the amount of \$100,000.00 in order to provide additional funding for the Whispering Winds Pond Retrofits project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 1/13/09

FROM: Department Public Works

Division Road / Stormwater

BCR	<input checked="" type="checkbox"/>	09-03

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center">Project Adjustment</p> <p><input checked="" type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
--	--

Detailed Explanation:

To provide additional funding for the Whispering Winds Pond Retrofit project.

	Fund # <u>13000</u>	Fund Name <u>Stormwater Fund</u>		
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>13000.077430.530460</u>		<u>Repairs and Maintenance</u>	<u>\$ 100,000</u>
			TOTAL	\$ 100,000
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>13000.077430.530460</u>	<u>00282001</u>	<u>Repairs and Maintenance (Whispering Winds Pond Retrofit)</u>	<u>\$ 100,000</u>
			TOTAL	\$ 100,000

RECOMMENDATION: ☒ Approval Date 1/13/2009 Analyst F V Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 2/10/09 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #09-04 - \$49,900 - Public Works - Stormwater Fund - Establishment of Lake Assessment project

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-04 through the Stormwater Fund in the amount of \$49,900.00 in order to establish and provide funding for the General Lake Assessment project.

County-wide

Fredrik Coulter

BACKGROUND:

The purpose of the **General Lake Assessment** operating project is to conduct an initial in-lake and aquatic plant management assessment and initial prescriptive design for Total Maximum Daily Load (TMDL)/TMDL associated waterbodies. This project will include, but is not limited to, the following lakes; Bear Gully, Howell, Jesup, Harney, Monroe, Ann, Deforest, Buck, Tuskawilla-Little Lake Howell, East Crystal (chain of lakes: West Crystal, East Crystal, Belaire, Deforest, Bear, Cub, Asher, Burkett, Prairie, Pearl, Florence, Yankee, Sylvan, Tony, Marion, Brantley, Seminary, Lake of the Woods (tentative Municipal Services Benefit Unit (MSBU) lake) Destiny (tentative MSBU lake), Springwood (tentative MSBU lake), Mobile, Kiwanis, Mills, Mirror, Myrtle, Spring, Amory, Pickett. This project's objective is to determine the most cost-effective means to meet state and federal TMDL regulatory requirements.

This project is managed by the Public Works Department, Roads-Stormwater Division, Lake Management Program, which was initiated to address state and federally mandated assessments and restoration projects for water bodies which have been identified as impaired (not meeting state water quality standards verified by the Florida Department of Environmental Protection).

The attached Budget Change Request (BCR) provides the funding for this project, by reducing the current operating budget for the Lake Management Program, Stormwater Fund. Reserves of the Stormwater Fund are not affected by this BCR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #09-04 through the Stormwater Fund in the amount of \$49,900.00 in order to establish and provide funding for the General Lake Assessment project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 1/15/09

FROM: Department Public Works

Division Road / Stormwater

BCR	<input checked="" type="checkbox"/>	09-04

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center">Project Adjustment</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input checked="" type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
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Detailed Explanation:

To provide funding for the General Lake Assessments project.

	Fund # <u>13000</u>	Fund Name <u>Stormwater Fund</u>		
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>13000.077450.530310</u>		<u>Professional Services</u>	<u>\$ 49,900</u>
			TOTAL	\$ 49,900
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>13000.077450.530310</u>	<u>00282401 New</u>	<u>Professional Services (General Lake Assessments)</u>	<u>\$ 49,900</u>
			TOTAL	\$ 49,900

RECOMMENDATION: ☒ Approval Date 1/15/2009 Analyst F V Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 2/10/09 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #09-25 - \$59,940 - Public Works - Transportation Trust Fund - New Fiber Installation

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-25 through the Transportation Trust Fund in the amount of \$59,940.00 to provide funding to connect 19 middle and elementary schools to the County's fiber network.

County-wide

Fredrik Coulter

BACKGROUND:

The Public Works Department, Traffic Engineering Division, Fiber Program currently maintains approximately 250 miles of fiber optic cables within Seminole County. The fiber optic network was initially created in order to provide connectivity for the County's traffic signals. Subsequently, based upon the excess capacity provided by this network, connectivity is also provided for most County facilities, six cities within Seminole County, Seminole Community College, and twenty-eight schools of the Seminole County School Board.

The connectivity services provided to entities outside of the Seminole County government generated approximately \$209,000 in revenues in FY 2007/08. In the FY 2008/09 Budget, the Fiber program was established as a separate program, with \$212,000 budgeted for revenues, offsetting budgeted expenditures of \$518,047. As such, the Fiber program has a net budgeted cost to the County of \$306,047.

The Seminole County School Board has requested the assistance of the Public Works Department to connect nineteen additional elementary and middle schools to the County's network. (A Memorandum of Understanding regarding this matter is being presented separately on this meeting's consent agenda.) It is estimated that approximately \$59,940 in overtime and material costs by County staff will be required to connect these schools to the County fiber network. Seminole County School Board has agreed to repay the County for the costs of connecting the additional schools. As such, there is no net cost to the County related to connecting the schools to the fiber network.

In the future, the Seminole County School Board will pay an additional \$98,000 per year to maintain the additional fiber connections. The Fiber Program estimates that there will be no additional costs to the Fiber program related to the new connections for the first two or three years of connection. Due to the timing of the connectivity, it is unlikely that any fiber maintenance revenues will be received in the current fiscal year.

The attached Budget Amendment Request (BAR) provides the funding necessary to establish the connectivity to the additional schools, as well as the reimbursement to be received from the Seminole County School Board. Reserves of the Transportation Trust Fund will not be affected by the attached BAR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-25 through the Transportation Trust Fund in the amount of \$59,940.00 to provide funding to connect 19 middle and elementary schools to the County's fiber network.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Public Works**
 Fund(s): Transportation Trust Fund

PURPOSE: To provide funding for connection to additional schools.

FS Recommendation

<u>Fredrik Coulter</u>	<u>1/14/09</u>
Analyst	Date

<u>Budget Manager</u>	<u>Date</u>
-----------------------	-------------

<u>Director</u>	<u>Date</u>
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<u>09-25</u>	
BAR	

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
10101.344920.077708		Fiber Charge for Services	\$ 59,940
Total Sources			\$ 59,940

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
10101.077708.510140		Overtime	\$ 58,590
10101.077708.530520		Operating Supplies	1,350
Total Uses			\$ 59,940

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Bob Dallari,
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #09-27 - \$69,964 - Administrative Services - General Fund - County Services Roof Replacement Project Carryforward

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Timothy Jecks

EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-27 through the General Fund in the amount of \$69,964.00 in order to carryforward unexpended project funding from FY 2007/08 to FY 2008/09.

County-wide

Lin Polk

BACKGROUND:

The general budgetary policy of Seminole County government is to budget the entire cost of a project (or the cost of a specific phase of a project) in the first year that it is anticipated the project (or phase) will commence. Many projects extend from one fiscal year into the next. As such, unexpended funds for projects, which have not yet been completed in one fiscal year, are carried forward into the next fiscal year.

The budget for the County Services Roof Replacement project was not included as part of the carry forward process, but the project was not fully completed until after year-end necessitating a carryforward in the amount of \$69,964 to closeout the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-27 through the General Fund in the amount of \$69,964.00 in order to carryforward unexpended project funding from FY 2007/08 to FY 2008/09.

ATTACHMENTS:

1. BAR 09-27 CSB Reroof Carryforward

Additionally Reviewed By: No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Administrative Services**
 Fund(s): General Fund
 PURPOSE: Carryforward forward unexpended budget from the
 County Services Building Roof Replacement Project.

FS Recommendation	
T.Jecks	1/21/09
Analyst	Date
Budget Manager	Date
Director	Date
09-27	
BAR	

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
00100.399999		Beginning Fund Balance	69,964
Total Sources			\$ 69,964

Uses:

Account Number	Project #	Account Title	Amount
00100.010560.560650	00236601	Capital In Progress (CSB Roof)	69,964
Total Uses			\$ 69,964

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Bob Dallari,
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Resolution - MSBU Wall Reconstruction Projects

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kathy Moore

EXT: 7179

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution adding wall reconstruction as an approved project type for MSBU consideration

County-wide

Kathy Moore

BACKGROUND:

Per Board direction received on December 9, 2008, the proposed Resolution provides authorization to the MSBU Program for accepting applications for wall reconstruction projects as per the general criteria listed below and as further documented in the Resolution. Wall reconstruction projects are subject to the standard MSBU creation criteria and processes for community initiated requests for establishing MSBU as defined in the Seminole County Administrative Code Section 22.10. The base criteria for accepting applications and for establishing a MSBU for wall reconstruction is as follows:

- Existence of a damaged, destroyed, and/or deteriorating wall
- Community has no means to levy/enforce a private assessment for wall replacement
- Owner signed Letter(s) of Intent for temporary easement/leasehold to be granted to the County
- Construction material requested is brick, block/stucco, or precast concrete
- Applicant [1] will provide sealed design/engineering plans suitable for public bid/procurement, [2] will substantiate ability to fund preliminary engineering, or [3] requests precast concrete construction that does not require design/engineering

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution adding wall reconstruction as an approved project type for MSBU consideration.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON FEBRUARY 10, 2009.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA utilizes non-ad valorem assessment as a funding alternative for various improvement projects within the boundaries of unincorporated Seminole County; and

WHEREAS, community wall reconstruction is identified as a suitable project type for non-ad valorem assessment funding consideration; and

WHEREAS, the application criteria for accepting community based requests for wall reconstruction projects requires specific definition; and

WHEREAS, the MSBU creation process for wall reconstruction will be subject to the provisions documented in the Seminole County Administrative Code Section 22:10;

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

Section 1. Community wall reconstruction is hereby authorized as an approved project type for reconstruction and funding via non-ad valorem assessment. The Municipal Service Benefit Unit Program is authorized to accept and process applications for wall reconstruction through non-ad valorem assessment districts [Municipal Services Benefit Unit – MSBU] providing the following application criteria are met:

- Existence of a damaged, destroyed, and/or deteriorating community wall
- Community has no means to levy/enforce a private assessment for wall replacement
- Owner signed Letter(s) of Intent for temporary easement/leasehold to be granted to the County
- Construction material requested is brick, block/stucco, or precast concrete
- Applicant [1] will provide sealed design/engineering plans suitable for public bid/procurement, [2] will substantiate ability to fund preliminary engineering, or [3] requests precast concrete construction that does not require design/engineering

Section 2. The MSBU creation process for wall reconstruction projects shall follow the standards noted for community based requests in Section 22:10 of the Seminole County Administrative Code. Community wall reconstruction projects may include provisions for:

- demolition and removal of existing wall;
- receipt of wall design plans that are secured independent of County assistance via private funding,

- wall design plan services that are (a) County contracted and prepaid by the applicant or other community liaisons, and/or (b) obtained in conjunction with construction services base on preliminary drawings of desired design
- replacement construction

Section 3. A community wall is defined as a permanent upright structure constructed of concrete block, brick or precast concrete used to prevent entrance, provide sound barrier, provide light abatement, and/or to mark a subdivision or community boundary. Replacement of fencing structures, defined as a barrier enclosing or bordering property usually made of posts and wire or wood used to define subdivision/community boundaries are not eligible for replacement via non-ad valorem assessment. The potential use of the MSBU funding format to provide a reconstruction upgrade from a community fence structure to a community wall structure, or from no prior community structure is excluded from consideration.

Section 3. Application for wall reconstruction improvements to be coordinated through the Municipal Service Benefit Unit Program may be accepted as of this date.

ADOPTED this 10th day of February, 2009.

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

ATTEST:

Maryanne Morse, Clerk to the Board
of County Commissioners in and for
Seminole County, Florida

By: _____

Bob Dallari, Chairman

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding (MOU) Between Seminole County and the School Board of Seminole County, Florida for Communication Improvements

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Charles Wetzel

EXT: 5686

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between Seminole County and the School Board of Seminole County, Florida for Communication Improvements.

County-wide

Charles Wetzel

BACKGROUND:

The Public Works Department, Traffic Engineering Division, Fiber Program currently maintains approximately 250 miles of fiber optic cables within Seminole County. The fiber optic network was initially created to provide connectivity for the County's traffic signals. Subsequently, based upon available capacity provided by this network, connectivity is also provided for most County facilities, six (6) cities within Seminole County, Seminole Community College, and twenty-eight (28) Seminole County Public Schools. The connectivity services provided to entities outside of Seminole County Government generated approximately \$209,000 in revenue in FY 2007/08.

The Seminole County School Board has requested assistance from the Public Works Department to connect nineteen (19) additional middle and elementary schools to the County's network. It is estimated approximately \$60,000 in overtime and material costs by the County will be required to connect these schools to the County's fiber network. The Seminole County School Board has agreed to reimburse the County for the cost of connecting the additional schools. As such, there is no net cost to the County related to connecting these new schools to the fiber network. The Seminole County School Board will pay an additional \$98,000 per year to maintain fiber connections to these new schools. Staff estimates there will be no additional costs to the Fiber Program related to the new connections for the first two or three years of connection. Because of the timing of the connectivity, it is unlikely any fiber maintenance revenue will be received in the current fiscal year. This Memorandum of Understanding (MOU) between Seminole County and the School Board of Seminole County outlines the responsibilities of each entity relative to the connection of the nineteen (19) new schools.

A budget amendment, BAR #09-25 in the amount of \$59,940, providing the funding necessary for Traffic Engineering to deliver this service, is presented for Board approval in the Budget Division Consent Section of this agenda.

STAFF RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding (MOU) Between Seminole County and the School Board of Seminole County, Florida for Communication Improvements.

ATTACHMENTS:

1. Memorandum of Understanding - School Board Communication Improvements

Additionally Reviewed By:

- ☒ County Attorney Review (Susan Dietrich)
- ☒ Revenue Review (Cecilia Monti, Lisa Spriggs)
- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)

Board Approved

5/27/09

MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
FOR COMMUNICATION IMPROVEMENTS

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on the _____ day of _____, 2009, between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" and SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127, hereinafter referred to as "SCHOOL BOARD".

W I T N E S S E T H:

WHEREAS, the SCHOOL BOARD wishes to make on-site communication improvements at various educational facilities it owns within Seminole County as described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the COUNTY and SCHOOL BOARD have determined that such improvements are warranted and in the best interest of Seminole County and its public educational system in order to facilitate safe and efficient communication services at and around each such educational facility site and Seminole County generally; and

WHEREAS, the COUNTY and SCHOOL BOARD desire to enter into a mutually beneficial relationship whereby the SCHOOL BOARD will pay the COUNTY to provide in-field design, project management, link set up and testing for communication services installed by the SCHOOL BOARD at the locations depicted in Exhibit "A",

NOW, THEREFORE, for and in consideration of the mutual covenants, premises and agreements hereinafter contained and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this MOU upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this MOU is to establish the terms and conditions under which the COUNTY shall provide to the SCHOOL BOARD in-field design, project management, link set up and testing for communication services to connect nineteen (19) educational facility sites to the COUNTY network and the SCHOOL BOARD shall pay for all labor hours and minor material costs associated with the provision of such services.

SECTION 3. RESPONSIBILITIES OF THE COUNTY. The COUNTY shall provide project management, in-field design, link set up and testing for communication services to the SCHOOL BOARD for the SCHOOL BOARD'S installation of communication equipment at certain educational facility sites as listed in Exhibit "A". The COUNTY shall also perform necessary coordination with the SCHOOL BOARD'S contractor upon request of the SCHOOL BOARD.

SECTION 4. RESPONSIBILITIES OF THE SCHOOL BOARD. The SCHOOL BOARD agrees to pay the COUNTY as set forth in Exhibit "A" in advance for all labor hours and minor material costs associated with the in-field design, project management, link set up and testing for

communication services provided by the COUNTY and described in Section 3 hereinabove.

SECTION 5. TERM. The term of this MOU is from January 1, 2009 through September 30, 2009, the date of signature by the parties notwithstanding, unless earlier terminated as set forth in Section 6 hereinbelow.

SECTION 6. TERMINATION OF THE MOU. Either party may terminate this MOU, at any time, by giving the other party thirty (30) days written notice thereof.

SECTION 7. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR THE COUNTY

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR THE SCHOOL BOARD

Superintendent
School Board of Seminole County, Florida
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

Either of the parties may change, by written notice as provided herein, the addresses or persons designated for receipt of notices.

SECTION 8. SEVERABILITY. If any provision of this MOU or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to this end the provisions of this MOU are declared severable.

SECTION 9. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire MOU of the parties is contained herein and that this MOU supersedes all oral

agreements, negotiations and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU shall be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this MOU.

SECTION 10. INDEMNIFICATION. SCHOOL BOARD and COUNTY mutually agree to indemnify each other for any injury or loss of property, personal injury, or death to the extent determined to have been caused by the negligent or wrongful act or omission of any employee of the indemnifying party while acting within the scope of the employee's office or employment under circumstances in which the indemnifying party, if a private person, would be liable to the claimant, but only to the extent of the partial waiver of sovereign immunity set forth in Section 768.28, Florida Statutes, and then only to the limits prescribed by Section 768.28(5), Florida Statutes, to-wit: the indemnifying party shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$100,000.00 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the State or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$200,000.00, unless and except that portion of any judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature. In the event that both parties to this MOU shall be deemed to be at fault or liable, they agree to pay any judgment or settlement agreement in

proportion to their degree of fault or liability, but in no event in excess of the limits set forth in Section 768.28(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU for the purposes stated herein.

ATTEST:

SCHOOL BOARD OF SEMINOLE COUNTY,
FLORIDA

Bill Vogel

WILLIAM VOGEL, Superintendent

BY:

DeDe Schaffner

DEDE SCHAFFNER, Chairman

Date:

1/27/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:

BOB DALLARI, Chairman

Date:

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/sb
12/23/08 1/14/09

Attachment:

Exhibit "A" - Description of Educational Facility Sites

P:\Users\Sberrie\Sdietrich\Mou Sc And Schoo Bd.Docx

MOU for Communication Improvements

	FROM	Traffic Engineering Man Hours					Hrly Rate	Total Cost Labor	Traffic Materials	Total	Target Date
		Design	Proj Mgmt	Setup	Testing	Total					
1	Lake Orienta	8	12	105	2	127	\$ 45	\$ 5,715	\$ 225	\$ 5,940	Feb.2009
2	Eastbrook	4	6	36	2	48	\$ 45	\$ 2,160		\$ 2,160	Feb.2009
3	Tuskawilla MS	4	4	9	2	19	\$ 45	\$ 855	\$ 225	\$ 1,080	Feb.2009
4	Milwee MS	4	6	24	2	36	\$ 45	\$ 1,620	\$ 225	\$ 1,845	Feb.2009
5	Bentley	8	16	81	2	107	\$ 45	\$ 4,815		\$ 4,815	Apr.2009
6	Evans	4	8	36	2	50	\$ 45	\$ 2,250		\$ 2,250	Apr.2009
7	Pinecrest	6	12	54	2	74	\$ 45	\$ 3,330		\$ 3,330	Apr.2009
8	Rainbow	4	12	36	2	54	\$ 45	\$ 2,430		\$ 2,430	Apr.2009
9	Red Bug	6	12	84	2	104	\$ 45	\$ 4,680	\$ 225	\$ 4,905	Apr.2009
10	Lawton ES	4	8	27	2	39	\$ 45	\$ 1,755		\$ 1,755	Jun.2009
11	Longwood	6	12	60	2	80	\$ 45	\$ 3,600	\$ 225	\$ 3,825	Jun.2009
12	Spring Lake	8	14	54	2	78	\$ 45	\$ 3,510		\$ 3,510	Jun.2009
13	Stenstrom	8	12	45	2	67	\$ 45	\$ 3,015		\$ 3,015	Jun.2009
14	Teague MS	8	14	81	2	105	\$ 45	\$ 4,725		\$ 4,725	Jun.2009
15	Highlands	4	8	45	2	59	\$ 45	\$ 2,655		\$ 2,655	Aug.2009
16	Idyllwilde	4	8	36	2	50	\$ 45	\$ 2,250		\$ 2,250	Aug.2009
17	Markham Woods	4	8	36	2	50	\$ 45	\$ 2,250		\$ 2,250	Aug.2009
18	South Seminole	6	8	63	2	79	\$ 45	\$ 3,555		\$ 3,555	Aug.2009
19	Sterling Park	6	8	60	2	76	\$ 45	\$ 3,420	\$ 225	\$ 3,645	Aug.2009
	Subtotal					1302		\$ 58,590	\$ 1,350	\$ 59,940	

EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Ruggieri

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Ruggieri. Approval of a proposed negotiated settlement relating to Parcel Number 755 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of \$61,500.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees, and cost reimbursements. Judge Alley.

District 4 Carlton D. Henley

Robert A. McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed negotiated settlement relating to Parcel Number 755 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of \$61,500.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees, and cost reimbursements.

ATTACHMENTS:

1. Ruggieri

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

From: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*
Ext. 5736

Concur: Antoine Khoury, P.E., Assistant County Engineer/Engineering Division *AEK*
3-16-09

Date: January 22, 2009

Subject: Settlement Authorization
Lake Emma Road
Parcel No. 755
Owners: Joseph A. Ruggieri and Cindy L. Ruggieri
Seminole County v. Huntington Pointe Homeowners Association, Inc.
• Case No.: 2007-CA-3987-0126-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Temporary Construction Easement (TCE) Parcel No. 755 on the Lake Emma Road project. The proposed negotiated settlement is \$61,500.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements. The total sum is allocated as follows:

\$30,500.00	TCE value
\$15,000.00	attorney's fees
<u>\$16,000.00</u>	experts' fee and cost reimbursements
<u>\$61,500.00</u>	Total

I PROPERTY

A. Location Data. Parcel No. 755 is located along the east side of Lake Emma Road opposite the Ridge Pointe Cove subdivision. A location map depicting the location of the parcel is attached as Exhibit A.

B. Address. The physical address is 1961 and 1987 (the temporary construction easement is a strip taking extending into two access driveways) Lake Emma Road, Longwood, Florida. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2007-R-29 on February 13, 2007. The Lake Emma Road project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take to obtain Parcel No. 755 was successful and occurred on February 7, 2008 with title vesting in Seminole County on February 18, 2008, the date of the good faith deposit in the amount of \$30,500.00.

III ACQUISITION

The TCE contains 2,537 square feet. There will be no remainder. The purpose of the easement was for use of the property for construction of a wall along the right-of-way frontage.

IV APPRAISED VALUES

A. County Report. The County's reports were prepared by The Spivey Group, Inc. The initial appraisal for Parcel No. 755 was performed on March 26, 2007 and reported full compensation at \$30,300.00. The updated appraisal for the Order of Taking showed the value as of December 16, 2007, to be \$30,500.00.

B. Owners' Report. The owner has not had an appraisal prepared but hired an MAI appraiser to review the County's appraisal reports.

V BINDING OFFERS/NEGOTIATION

The Board approved a binding written offer of \$37,500.00 based on the initial appraisal on June 14, 2007.

The settlement is at the County's updated appraised value. As a result of negotiations with the owners, the County has revised its plans and eliminated the need for the wall. The project savings will be greater than the amount of this settlement.

VI ATTORNEY'S FEES AND COST REIMBURSEMENTS

The attorney's fee in the instant case was not statutorily computed. The statutory attorney's fees based on this settlement would be zero. Based upon the creative approach in concluding this settlement and the billable hours by the attorney, the amount of \$15,000.00 for the attorney's fee is reasonable. The attorney has originally requested \$20,000.00 in fees. Apart from this settlement, the attorney may have litigated an award of fees under a "betterment" theory. The experts' fee and costs reimbursement of \$16,000.00 is reasonable. If a formal appraisal report was obtained, and if this case were to proceed to trial, the costs would likely become more significant.

VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of \$61,500.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements.

AHS/dre

Attachments

Exhibit A - Location map

Exhibit B - Parcel sketch

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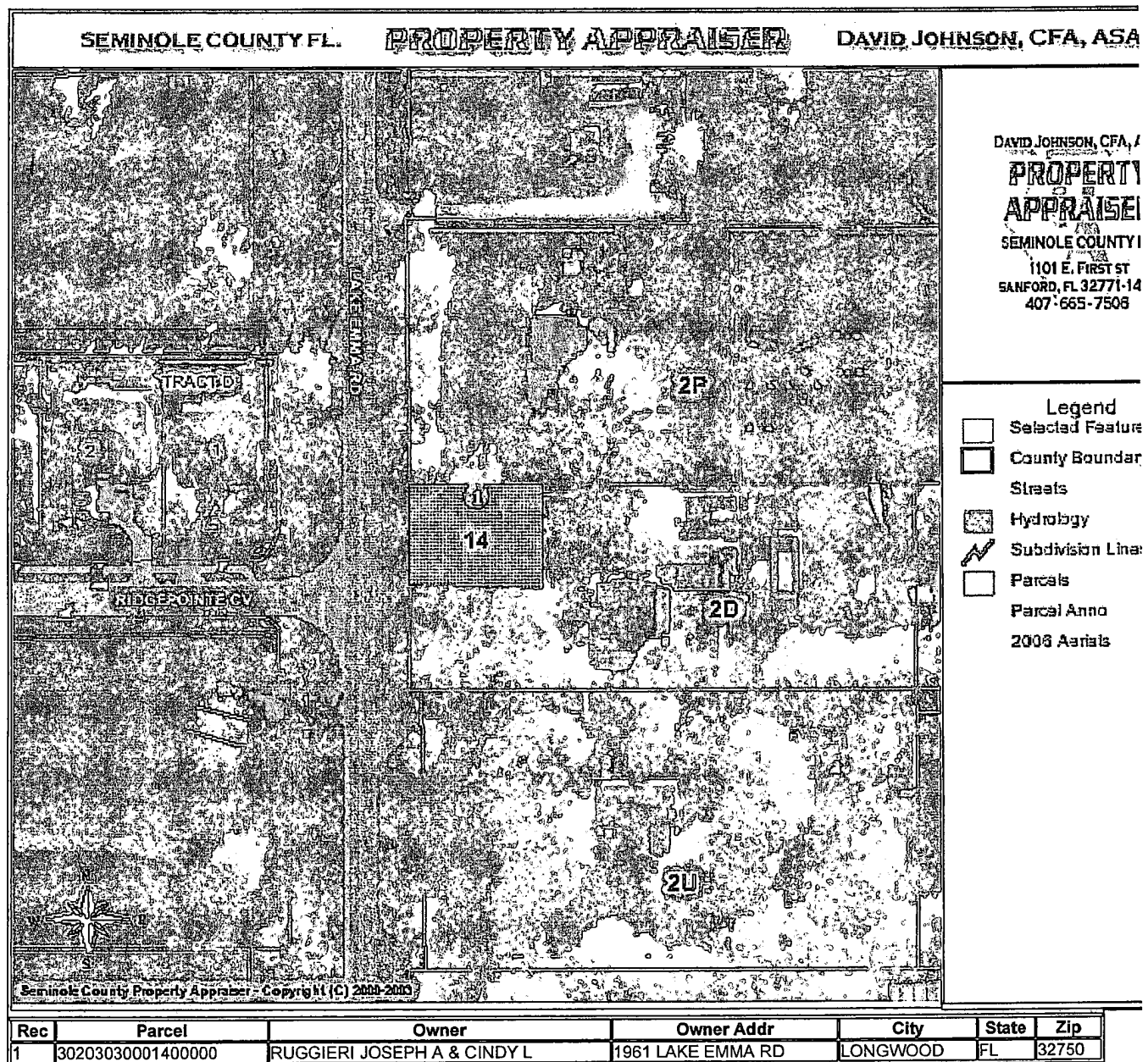


EXHIBIT A-1

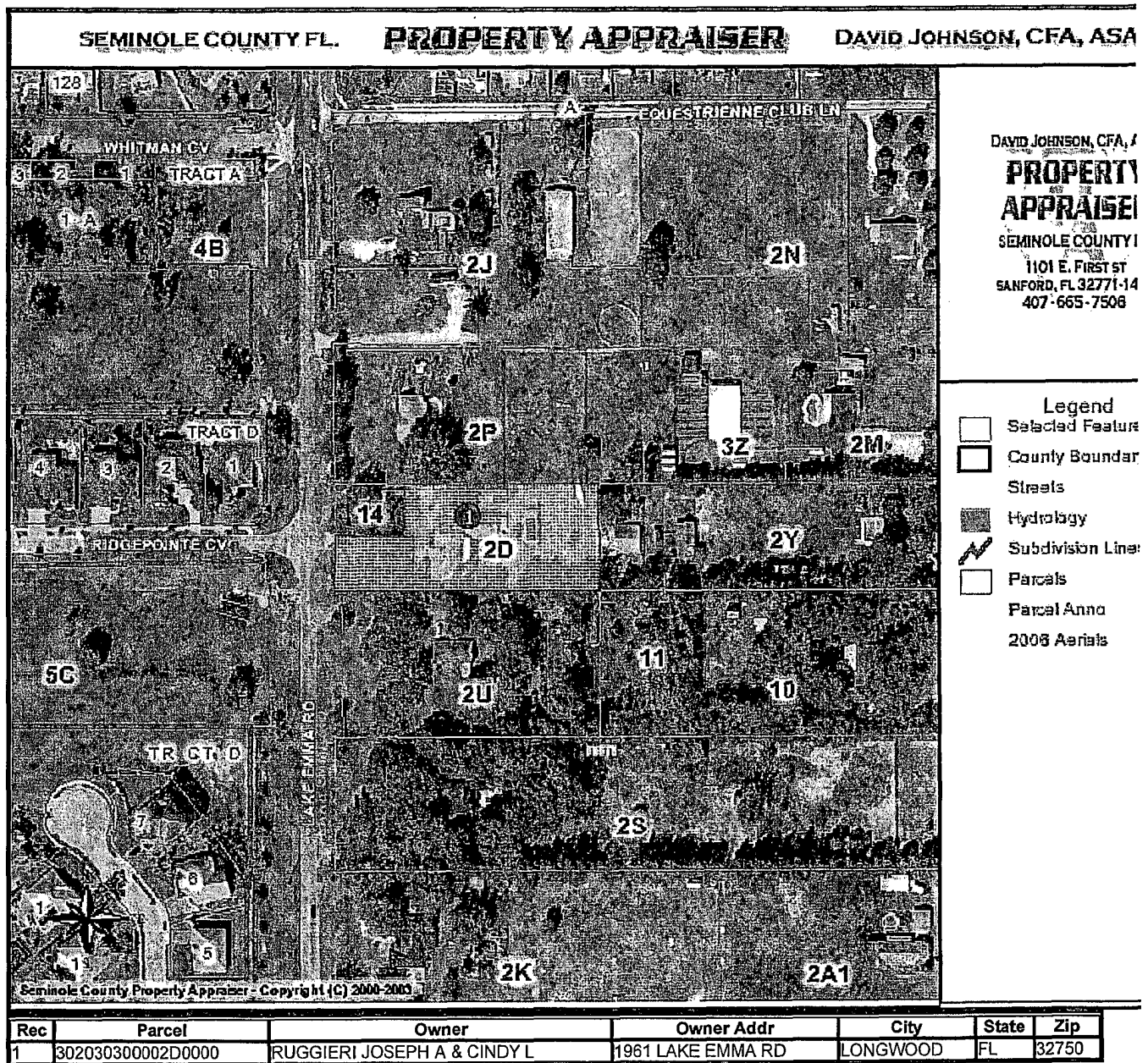


EXHIBIT A-2

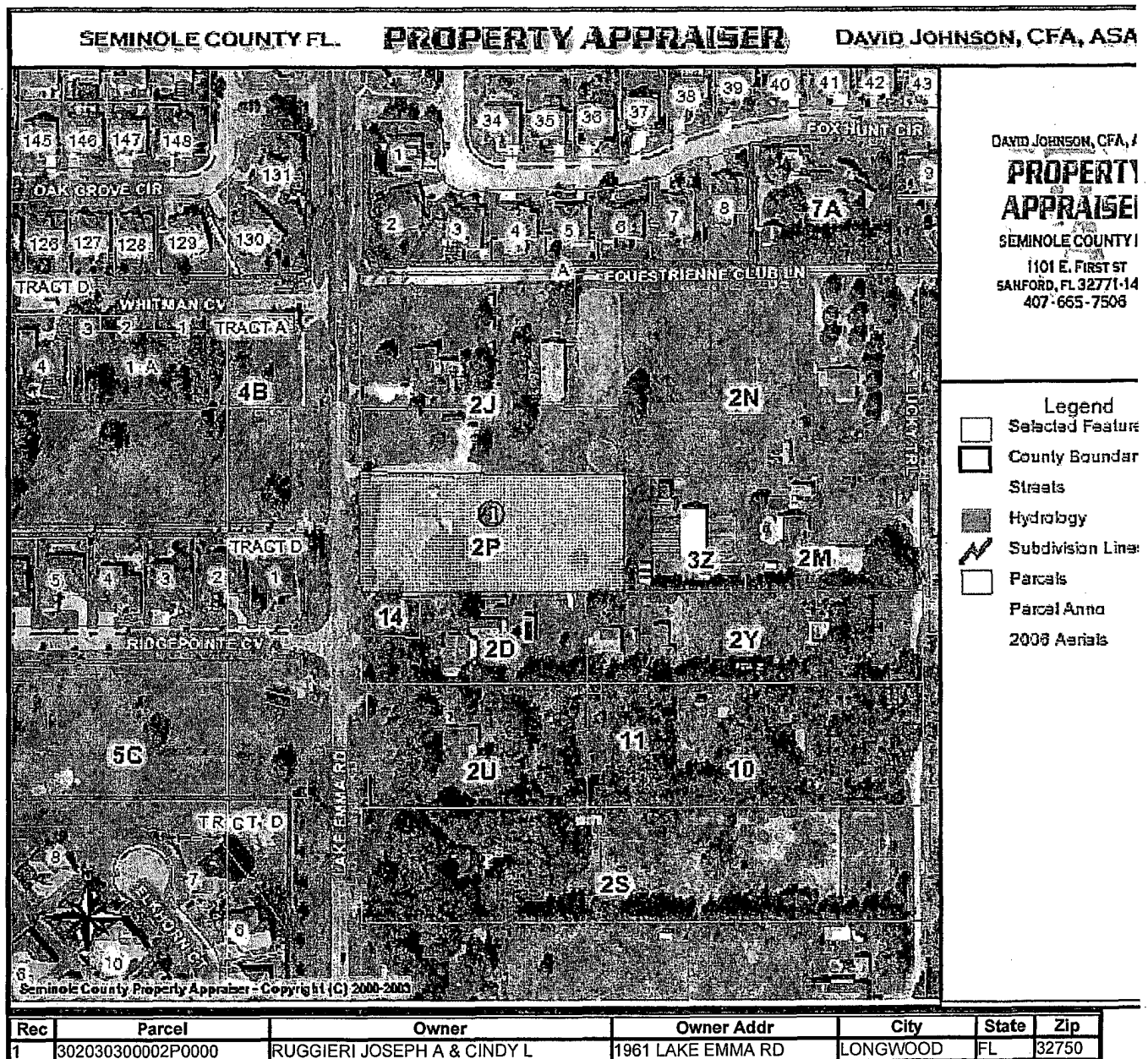


EXHIBIT A-3

LAKE EMMA ROAD - SEMINOLE COUNTY, FLORIDA
 PARCEL 755 - SKETCH OF SURVEYED PARCEL
 PARCEL DESCRIPTION: COMMERCIAL
 JOSEPH A. RUGGIERI & CINDY L. RUGGIERI, HIS WIFE

SKETCH BY: CORNERSTONE LAND SURVEYING, INC.

SKETCH DATE: 2/9/07
 FIELD BOOK/PAGE: 124/38

AREA OF PARENT TRACT = (3.845 ACRES)
 AREA OF TAKING = 0.0 SF
 AREA OF REMAINDER = (3.845 ACRES)
 AREA OF TEMPORARY CONSTRUCTION EASEMENT (756) = 2,637 SF

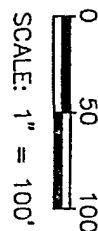


EXHIBIT B

LINE	LENGTH	BEARING
L1	28.00	S89°49'52"V
L2	22.57	N00°10'08"V
L3	23.00	N89°49'52"E
L4	22.28	N00°10'08"V
L5	24.00	S89°49'52"V
L6	26.50	N00°10'08"V
L7	24.00	N89°49'52"E
L8	6.00	N00°10'08"V
L9	5.00	N89°49'52"E
L10	62.58	N00°10'08"V

LEGEND

UTILITY POLE AND GUY	OVERHEAD ELECTRIC
POWER POLE	DRAINAGE MANHOLE
SIGN	SANITARY SEWER MANHOLE
WHEEL STOP	BACK OF CURB
RIGHT OF WAY	SPRINKLER HEAD
BROKEN SCALE	ELECTRIC OUTLET
EDGE OF PAVEMENT	SIGNAL SPIN
CONCRETE	TRAFFIC SERVICE CABINET
WATER VALVE	MANHOLE SERVICE POLE
BACKFLOW PREVENTER	TRAP
CURB & GUTTER	FLAO POLE
TELEPHONE PEDESTAL	SEWER VALVE
FIRE HYDRANT	IS AREA
MIS	LANDSCAPING

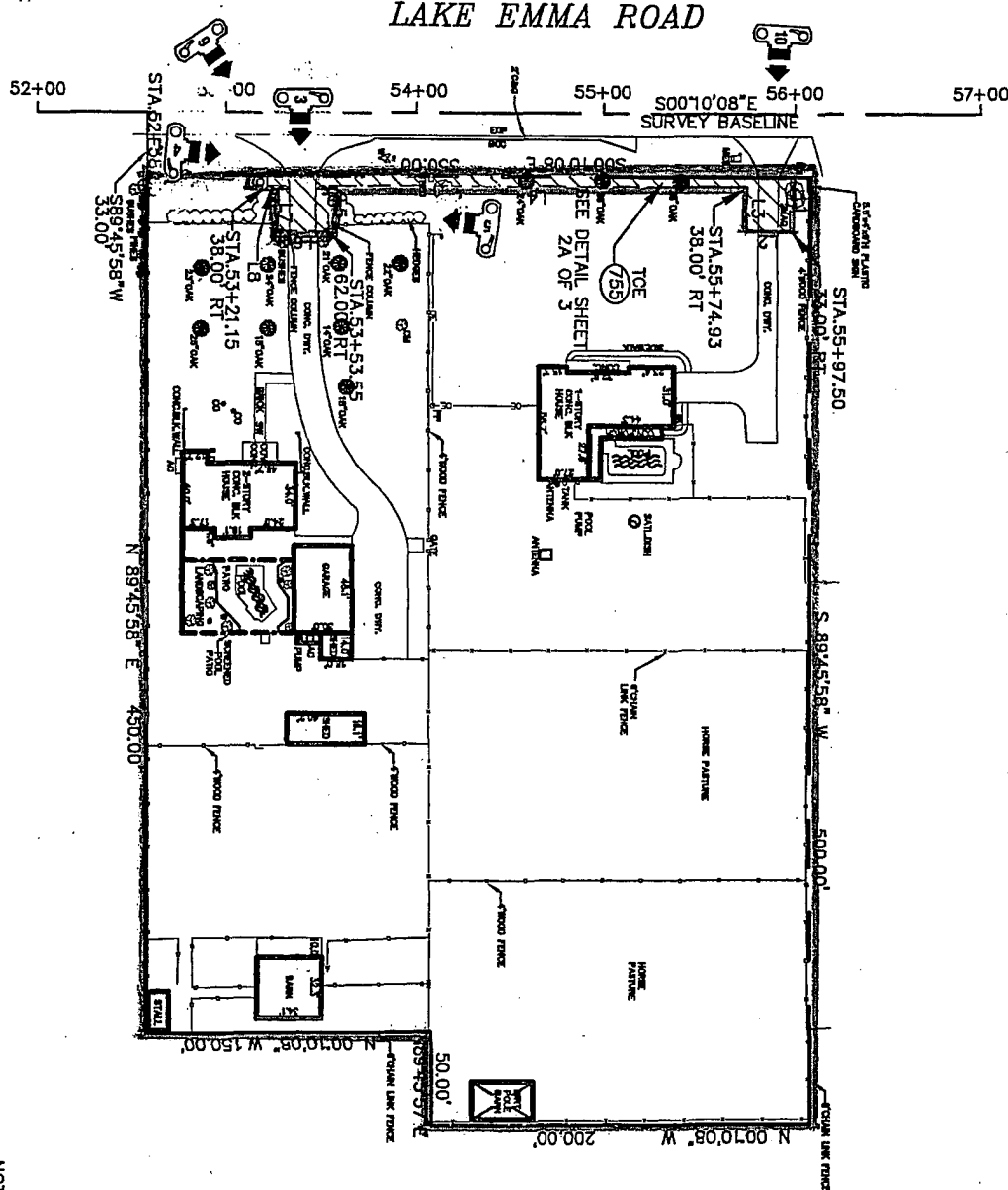
CLIENT
 KELLY COLLINS
 & GENTRY

SEMINOLE COUNTY, FLORIDA
 LAKE EMMA ROAD-PARCEL 755

PARENT TRACT AND AREA OF TCE
 SHEET
 2 of 3

ALL BOUNDARY INFORMATION AND
 CALCULATIONS ARE BASED ON
 SEMINOLE COUNTY RIGHT OF WAY
 MAPS, F.A. PROJECT PS-332, LAKE
 EMMA ROAD.

NOTES:
 THIS IS A SKETCH ONLY. THIS IS
 NOT A BOUNDARY SURVEY
 THE PURPOSE OF THIS SKETCH IS
 TO AID IN THE APPRAISAL OF THE
 SUBJECT PARCEL.



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Chapman Road

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Authorize binding written offers/offers of judgment relating to the Chapman Road improvement project for Parcel Numbers 104, 105, 107, 145, 145A, 745, 146, and 746.

District 1 Bob Dallari

Robert A. McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board authorize binding written offers/offers of judgment relating to the Chapman Road improvement project for Parcel Numbers 104, 105, 107, 145, 145A, 745, 146, and 746.

ATTACHMENTS:

1. Chapman Road

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *M G Minter*

FROM: Neil Newton, R/W-NAC, Major Projects Acquisition Coordinator *N*
Ext. 5736

CONCUR: Antoine Khoury, P.E. / Assistant County Engineer *AK 1-20-09*

DATE: January 22, 2009

RE: Chapman Road road Improvement Project
Binding Written Offers/Offer of Judgment

This Memorandum requests authorization by the Seminole County Board of County Commissioners (BCC) to make binding first written offers/offers of judgment as to the parcels and at the amounts set forth below:

I THE PROPERTY

The subject parcels are located on Chapman Road. Chapman Road extends from SR 426 to SR 434. See Location Map attached as Exhibit "A".

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2008-R-140 on June 10, 2008, authorizing the acquisition of the subject parcels, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITIONS AND REMAINDERS

N/A

IV APPRAISED VALUES

Clayton, Roper & Marshall, Inc. completed appraisals for the below-referenced parcels. County staff reviewed and approved the appraisals.

V PROPERTY OWNERS/APPRaised VALUES

PARCEL NOS.	PROPERTY OWNER	PROPERTY TO BE ACQUIRED	COUNTY'S APPRAISED VALUE	PROPOSED OFFER
104	Lutheran Haven, Inc.	14,589 sf	\$322,000.00	\$350,000.00
105	St. Luke's Evangelical Lutheran Church, Inc., of Slavia Florida	911 sf	\$ 12,300.00	\$ 20,000.00
107	Lutheran Haven, Inc.	1.703 ac	\$223,000.00	\$275,000.00
145	Lutheran Haven, Inc.	22,754 sf	\$154,800.00	\$174,000.00
145A	Lutheran Haven, Inc.	18,874 sf	\$ 89,400.00	\$ 99,800.00
745	Lutheran Haven, Inc.	552 sf	\$ 1,200.00	\$ 1,200.00
146	Lutheran Haven Nursing Home and Assisted Living Facility, LLC	34,107 sf	\$315,200.00	\$345,000.00
746	Lutheran Haven Nursing Home and Assisted Living Facility, LLC	7,380 sf	\$ 14,690.00	\$ 15,000.00
TOTAL			\$1,132,590.00	\$1,280,000.00

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The County is required to extend a written offer/offer of judgment to a property owner prior to filing suit to acquire property through eminent domain. The proposed binding offer amounts are over the appraised values, except for Parcel No. 745 which is at appraised value. The written offer/offer of judgment also acts as a limitation on attorney's fees if the property owner retains an attorney.

VII RECOMMENDATION

County staff recommends that the BCC authorize binding written offers/offers of judgment at the amounts stated above.

NN/dre

Attachment

Location Map

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CHAPMAN ROAD

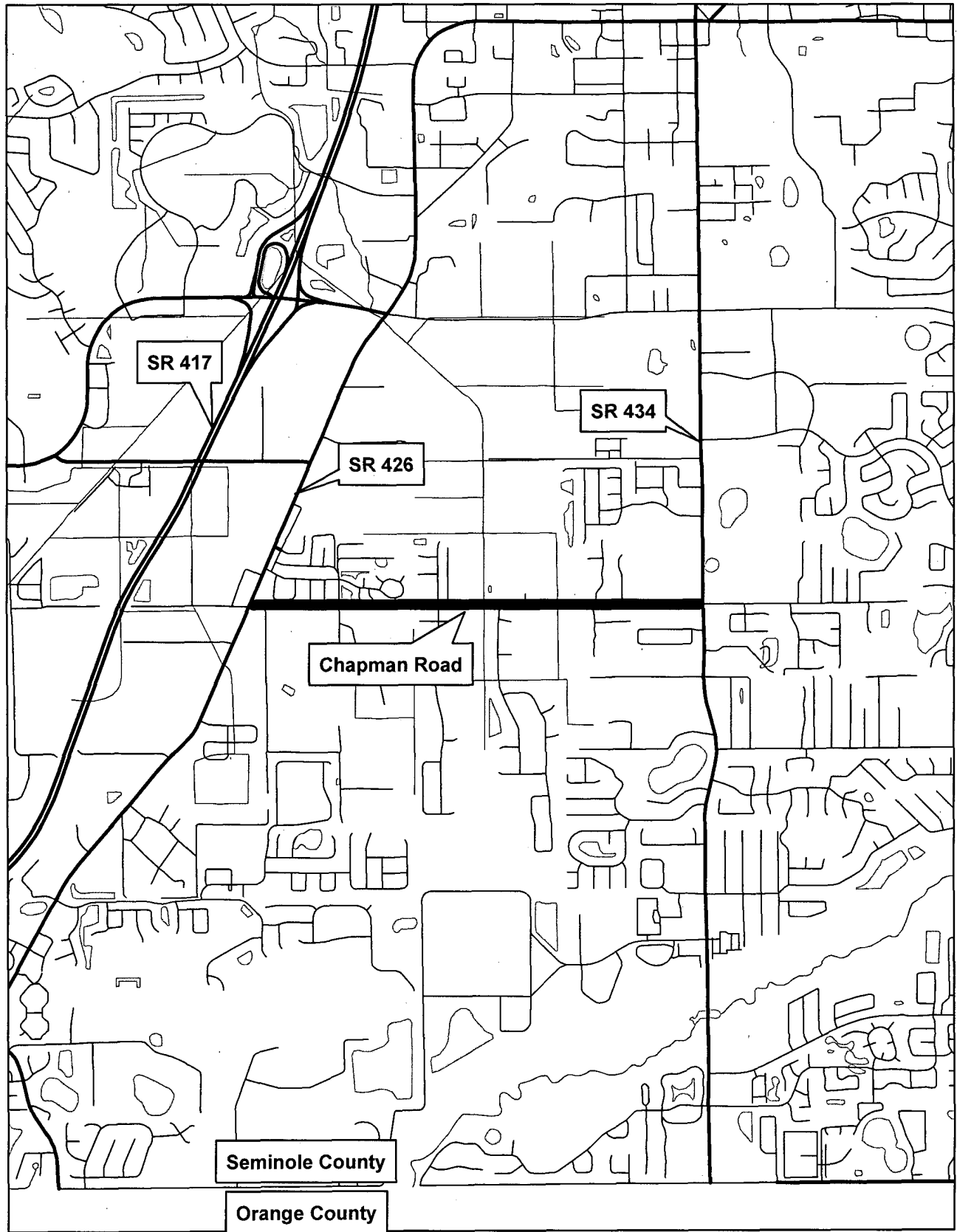


EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll approval Lists, BCC Minutes & Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Approval Lists dated January 5, 12 and 20, 2009; and Payroll Approval Lists dated January 8 and 22, 2009; approval of BCC Minutes dated January 13, 2009; and Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

See attached Clerk's Report.

STAFF RECOMMENDATION:

Staff recommends Board approval of Expenditure Approval Lists dated January 5, 12 and 20, 2009; and Payroll Approval Lists dated January 8 and 22, 2009; approval of BCC Minutes dated January 13, 2009; and Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 2-10-09

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes & Clerk's Received and
Filed

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 02-10-2009 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes

BACKGROUND:

1. Expenditure Approval Lists dated January 5, 12 and 20, 2009; and Payroll Approval Lists dated January 8 and 22, 2009
2. BCC Minutes dated January 13, 2009
3. Clerk's "Received and Filed" - for information only

Reviewed by:	
Co. Att	
OMB	
Other	
DCM	
CM	

CLERK'S REPORT
FEBRUARY 10, 2009

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated January 5, 12 and 20, 2009; and Payroll Approval Lists dated January 8 and 22, 2009, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated January 13, 2009.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Recorded Warranty Deed between A. K. Shoemaker Family Limited Partnership and Seminole County.
2. Amendment #1 to M-2924-07 with Reynolds, Smith & Hills, Inc.
3. Copy of Review of Seminole County Public Libraries, Limited Review of Fines and Fees.
4. Amendment #2 to Work Order #41 for PS-5120-02.
5. Work Order #15 to RFP-0013-05.
6. Amendment #1 to Work Order #7 for PS-5180-05.
7. Amendment #2 to Work Order #13 for PS-0381-06.
8. Work Order #1 to RFP-3261-08.
9. Work Order #47 to PS-1074-06.

10. Amendment #1 to Work Order #10 for PS-1020-05.
11. Work Orders #28, #29 and #30 to CC-1075-06.
12. Amendment #1 to Work Order #33 for PS-1529-06.
13. Amendments #1 to C-1220-03 for Rexel Mader and TLC Diversified.
14. Work Order #85 to PS-5150-03.
15. Work Order #18 to PS-5182-05.
16. Maintenance and Escrow Agreement and Cash Bond in the amount of \$4,800 for Magnolia Corporate Center.
17. Maintenance Agreement for Olsen Estates.
18. Maintenance and Escrow Agreement and Cash Bond in the amount of \$6,432.28 for Rinehart Road Right-of-Way 1621.
19. Work Order #31 to CC-1075-06.
20. Work Order #48 to PS-1074-06.
21. Work Order #2 to PS-1905-07.
22. Term Contract IFB-600537-08 with B&G Chemicals & Equipment Co., Inc.
23. Conditional Utility Agreement for Water Service with Hussein Youssef.
24. Conditional Utility Agreements for Water and Sewer Service with Savannah Park North LLC and Taylor Morrison of Florida.
25. First Amendments to CC-2183-07 with Corinthian Builders, Inc.; Unipark Construction Corporation; Sovanic, Inc. d/b/a Manor Homes; and Vision IV Construction, Inc.
26. Work Order #87 to PS-5150-03.

27. First Amendment to IFB-600423-08 with Plexus Marketing, Inc.
28. Amendment #1 to PS-1529-06 with Woolpert, Inc.
29. Tennis Developmental Instructor Agreements with Gabriela Celi, Ryan Chabot, Tim Walsh and Luke Bolanos.
30. Performance Bond in the amount of \$60,458.20 for Wekiva Landings.
31. Work Order #5 to PS-0219-05.
32. Work Order #15 to CC-1741-07.
33. Work Order #34 to RFP-0225-05.
34. First Amendments to CC-2184-07 with R.L.H. Consulting & Management, Inc. d/b/a R.L.H. Construction; Unipark Construction Corporation; Corinthian Builders, Inc.; and Vision IV Construction, Inc.
35. Closeout of CC-2486-07.
36. Tennis Developmental Instructor Agreement with Mason Addison.
37. Work Order #2 to RFP-0996-06.
38. Change Orders #1 to Work Orders #24 and #25 for CC-1075-06.
39. Closeout for CC-2641-07.
40. Letter to Clerk of the Circuit Court Maryanne Morse from John E. Tyler, FDOT, regarding a public information meeting on January 29 for SR 417 addition of ramps.
41. Work Order #88 to PS-5150-03.
42. Work Order #22 to CC-1075-06.
43. Amendment #1 to Work Order #19 for PS-1529-06.

44. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for Heathrow RI Associates, LLC.
45. Amendment to Utility Agreement for Sewer Service with WRI Seminole II, LLC.
46. Work Order #35 to RFP-0225-05.
47. Work Order #2 to CC-2184-07.
48. Work Order #89 to PS-5150-03.
49. Title Opinion for Wekiva Landings.
50. Miscellaneous Contract #M-600571-08 with Milestone professional Services, Inc.
51. County Manager's Administrative Memorandum for PS-5173-04, Work Order #4.
52. Bids as follows: PS-4053-08; CD of Bid CC-3822-08; CD of Bid CC-3954-08; RFQ-600545-08; IFB-600568-09; PS-3914-08; and IFB-600569-09.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Expenditure for Rock Lake Middle School

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny J. Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$200.00 from the Law Enforcement Trust Fund to provide funding in support of Rock Lake Middle School's "drug and alcohol free" graduation event.

County-wide

Penny J. Fleming

BACKGROUND:

The Seminole County Sheriff's Office is requesting expenditure from the Law Enforcement Trust Fund to help Rock Lake Middle School fund their annual eighth grade graduation party tentatively planned for May 29, 2009. The theme of the graduation event will be "alcohol and drug free", which is a message that the Sheriff's Office strongly supports.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local Forfeiture Fund Cash Balance prior to this commitment is \$43,863.08

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to contribute \$200.00 from the Law Enforcement Trust Fund to provide funding in support of Rock Lake Middle School's "drug and alcohol free" graduation event.

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Contribution to Lake Mary High School Program
"Challenge Day"

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny J. Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$500.00 from the Law Enforcement Trust Fund to provide funding in support of "Challenge Day", a nationally recognized program being hosted by Lake Mary High School.

County-wide

Penny J. Fleming

BACKGROUND:

Challenge Day is a 501(C)(3) organization that Lake Mary High School is contracting with to put on a two day workshop and seminar, tentatively scheduled for March 11-12, 2009 with the students at the High School. The "Challenge Day" program focuses on breaking down barriers among student cliques, preventing bullying and acts as a vehicle for strong individual and group connectivity.

The Seminole County Sheriff's Office is requesting an expenditure from the Law Enforcement Trust Fund in the amount of \$500 to provide a financial contribution to the "Challenge Day" program. The Sheriff's Office strongly supports programs such as "Challenge Day" that address key issues such as bullying and intimidation in a high school setting.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$42,663.08.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to contribute \$500.00 from the Law Enforcement Trust Fund to provide funding in support of "Challenge Day", a nationally recognized program being hosted by Lake Mary High School.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Contribution to Mothers Against Drunk Driving

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny J. Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$1,000.00 from the Law Enforcement Trust Fund to provide funding in support of Mothers Against Drunk Driving (MADD).

County-wide

Penny J. Fleming

BACKGROUND:

The Seminole County Sheriff's Office is requesting expenditure from the Law Enforcement Trust Fund in the amount of \$1,000, to provide a financial contribution to Mothers Against Drunk Driving (MADD). The mission of MADD is to increase public awareness about drinking and driving, providing victim services to bereaved victims/survivors of drunk driving crashes and providing programs for youths to learn about the dangers of drinking and driving. The Sheriff's Office is a strong supporter of the efforts of Mothers Against Drunk Driving and recommends funding for the programs MADD offers.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$43,663.08.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to contribute \$1,000.00 from the Law Enforcement Trust Fund to provide funding in support of Mothers Against Drunk Driving (MADD).

Additionally Reviewed By: No additional reviews
