SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, JUNE 23, 2009
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

- **Invocation**
- **Pledge of Allegiance**

Awards and Presentations

1. **Resolution** – Recognizing Jacqueline Jones as the Cultural Arts Council "Artist of the Year 2009".

2. **Resolution** – Recognizing Jerry S. Matthews for eighteen years of service and dedication to Seminole County and its citizens, upon his retirement on June 30, 2009.

3. **Resolution** – Recognizing Diane Merkt for twenty three plus years of service and dedication to Seminole County and its citizens, upon her retirement on June 23, 2009.

4. **Presentation –** Briefing on the Driver Ed Pilot Program being presented by Robin Butler, Program Manager II, Seminole County Traffic Engineering.

5. **Presentation** – Resolution for the Regional Expressway Authority presented by Gary Johnson, Director of Public Works.

Consent Agenda
County Manager's Consent Agenda (Items No. 6 - 55)

County Manager's Office
6. Approval by the Board of County Commissioners for reimbursement of miscellaneous travel expenses for Commissioner Carlton Henley. (Cindy Coto)

Administrative Services
Purchasing and Contracts
7. Award RFP-4277-09/RTB - Neighborhood Stabilization Program to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida, for the Resale portion of the program, and Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida, for the Rental portion of the program (Estimated grant funded amount of $7,019,514.00); and authorize the County Manager to execute the Agreements. (Ray Hooper)

8. Award RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake to Reiss Engineering Inc., Orlando, Florida. (Ray Hooper)

9. Approve Amendment #4 to RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando (change in agreement terms). (Ray Hooper)

10. Award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs. (Ray Hooper)

11. Award RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services to Vector Disease Control, Inc., DeWitt, Arkansas (Primary Contractor), and Clarke Environmental Mosquito Management, Inc., Kissimmee (Secondary Contractor). (Ray Hooper)

12. Award RFP-600661-09/BJC - Title Search/Title Insurance Services to Shutts & Bowen LLP, Orlando (Primary); and George B. Wallace & Associates, P.A., Sanford (Secondary). (Ray Hooper)

13. Approve increase to Proprietary Source Procurement expenditure for the GovMax V5 Implementation with MethodFactory, Sarasota, by $30,000 on PO 22051, excluding reimbursable expenses for an increased total of $187,500.00. (Ray Hooper)

14. Approve ranking list and authorize staff to negotiate rates for PS-4202-09/DRR - Dean Road Widening Pre-Design and Final Design services with Bowyer-Singleton, Orlando, Florida (Estimated Usage Amount of $800,000.00 over the term of the Agreement). (Ray Hooper)

15. Approve Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations in the amount of $180,000.00 with C.T. HSU and Associates, P.A., of Orlando, Florida. (Ray Hooper)

16. Approve Fifth Amendment and renewal to RFP-4143-01/GMG - Records Retention Services Agreement with Iron Mountain Information Management, Inc. (Ray Hooper)

17. Approve Change Order #6 to CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement with Jacksonville Sound and Communications, of Jacksonville, Florida, in the amount of $24,545.00. (Ray Hooper)

18. Approve Sole Source Procurement for Hach manufactured instruments, accessories and chemical reagents, and authorize the issuance of Purchase Orders, with Hach Company. (Ray Hooper)

Support Services

19. Approve and authorize the Chairman to execute the Seminole County/Orange County Permissive Use Agreement to install groundwater monitoring wells on County owned Parcels # 14-21-30-511-0A00-0000, 17-21-30-300-260-0000 and 27-21-30-300-015A-0000. District 1 - Dallari, District 2 - McLean (Meloney Lung)

20. Approve and authorize Chairman to execute Tourism Office Lease with the American Automobile Association, Inc. Approve and authorize termination of the current Tourism Office Lease at the American Heritage Center with Columbine Management Group, Inc. District 5 - Carey (Meloney Lung)

21. Approve and authorize the Chairman to execute the First Amendment and Second Renewal to the Wilshire Plaza Phase II Lease, leasing from the property owner, Crystal Bay Club, Ltd., offices located at 336 Wilshire Boulevard, Casselberry, FL, for the Tax Collector and Clerk of the Courts satellite locations. Amendment adds termination procedure. Renewal is for a two-year term, in the amount of $91,272.60 for the first year and $94,010.76 for the second year. District 4 - Henley (Meloney Lung)

Community Services

Administration – Community Services

22. Approve the reappointment of three (3) members to the Committee on Aging. (Michele Saunders)

Community Assistance

23. Approve and authorize Chairman to sign and execute the Agreement for Assumption of Mortgage and the Second Amendment to Agreement, to allow the conveyance of the former Lisa Merlin House to the Center for Drug Free Living, Inc. District 4 - Henley (Buddy Balagia)

24. Approve and authorize the Chairman to execute the attached Bond Release related to the Pear Avenue Developer's Agreement, completed by Habitat for Humanity in Seminole County, Inc. District 5 - Carey (Buddy Balagia)

Economic Development

Tourism Development

25. Approve and authorize the Chairman to execute an agreement with Orlando-Cocoa ISA for the 2009 ISA Softball Tournaments in the amount of $9,000.00 (William McDermott)

Environmental Services

Planning, Engineering & Inspections

26. Approve and authorize the Chairman to execute a Mitigation Purchase Agreement (MPA) for purchase of wetland mitigation units by Seminole County in conjunction with the Yankee Lake Surface Water Plant 5.5 MGD Project from Hal. E Colbert, Co-Trustee, owner of the Colbert-Cameron Mitigation Bank. District 5 – Carey (Carol Hunter)

Fiscal Services

Administration – Fiscal Services

27. Approve to submit grant applications to the US Department of Homeland Security requesting up to $2,500,000.00 through their Assistance to Firefighters Fire Station Construction Program as funded by the American Recovery and Reinvestment Act of 2009; and authorize the County Manager to execute any supporting documents as may be required for the application. (Jennifer Bero)

Budget

28. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-58 through the 2001 Infrastructure Sales Tax Fund in the amount of $11,000.00 in order to delete previously earned budgeted revenues. (Fredrik Coulter)

29. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-62 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $1,426,000.00 in order to establish and fund the ARRA County Road 46A Resurfacing project. (Fredrik Coulter)

30. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-63 through the Public Works Grant Fund in the amount of $2,768.00 in order to close the grant for the Ridgewood Street and Alpine Street sidewalk project. (Fredrik Coulter)

31. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-64 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $750,000.00 in order to establish and fund the ARRA Howell Branch Road Pavement Rehabilitation project. (Fredrik Coulter)

32. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-65 through the 2001 Infrastructure Sales Tax Fund in the amount of $166,366.00 in order to establish and fund the Lake Howell High School Traffic Circulation project. (Fredrik Coulter)

33. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-66 through the Natural Lands / Trails Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $3,927,698.00 in order to reduce funding for the Aloma Avenue at Red Bug Lake Road Pedestrian Overpass project. (Fredrik Coulter)

34. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-68 through the Public Works Grant Fund in the amount of $66,100.00 to recognize budgetary Amendment 1 to Project Agreement 69-4202-9-1703 Between Seminole County and the U. S. Department of Agriculture, Natural Resources Conservation Service to Build Stormwater Control Structures and Provide Additional Erosion Protection for Mills Creek at Lake Mills Road. (Fredrik Coulter)

35. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-69 through the Public Works Grant Fund in the amount of $107,250.00 to recognize budgetary Amendment 1 to Project Agreement 69-4209-9-1722 Between Seminole County and the United States Department of Agriculture, Natural Resources Conservation Service, for Replacement of the Water Control Structure in Howell Creek at Lake Howell Road. (Fredrik Coulter)

36. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-71 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $1,570,000.00 in order to establish and fund the ARRA Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road project. (Fredrik Coulter)

37. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-72 through the Public Works Federal Stimulus Grant Fund in the amount of $1,250,000 in order to establish and fund the ARRA Cross Seminole Trail Howell Creek Trestle project. (Fredrik Coulter)

38. Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-14 through the 2001 Infrastructure Sales Tax Fund in the amount of $50,000 in order to establish and fund the South Citrus Road Sidewalk Safety Improvement project. (Fredrik Coulter)

39. Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-15 through the 2001 Infrastructure Sales Tax Fund in the amount of $15,000 in order to remove available funding for the Avenue E Sidewalk project. (Fredrik Coulter)

MSBU

40. Approve the request to schedule and advertise a public hearing giving consideration to establishing an aquatic weed control MSBU for Springwood Waterway. District 3 - Van Der Weide (Carol Watral)

Leisure Services

Parks and Recreation

41. Approve and authorize the Chairman to execute a Resolution establishing revisions to Section 4.18 Leisure Services Advisory Committee of the Seminole County Administrative Code to establish an absence policy. (Joseph R. Abel)

42. Approve and authorize the Chairman to execute an agreement between the Altamonte Springs Historical Society and Seminole County to display the Altamonte Springs miniature models of historic buildings. District 5 - Carey (Julia Thompson)

Planning and Development

Development Review

43. Authorize the release of the Chuluota Waste Water Treatment Right-of-Way Utilization Permit Maintenance Bond #929373721MTC in the amount of $22,440.00 for the Chuluota Waste Water Treatment Plant road improvements. District 1 - Dallari (Lee Shaffer)

44. Authorize the release of the South Bank Final Site Plan a/k/a Orange Bank of Florida Right of Way Utilization Permit Maintenance Bond #3833522 in the amount of $1,371.20 for the South Bank Final Site Plan aka Orange Bank of Florida road improvements. District 3 - Van Der Weide (Lee Shaffer)

45. Authorize the release of The Gathering Place Worship Center, LLC Right-of-Way Utilization Permit Maintenance Bond #70060329 in the amount of $6,000.00 for The Gathering Place Worship Center, LLC road improvements. District 5 – Carey (Lee Shaffer)

46. Authorize the release of the Markham Woods Enclave Private Road Maintenance Agreement and Standby Letter of Credit #31-9949 in the amount of $26,460.75 for the Markham Woods Enclave road improvements. District 5 - Carey (Lee Shaffer)

47. Authorize the release of the Heatherwood Subdivision Private Road Maintenance Agreement and Letter of Credit #848239 in the amount of $151,327.00 for the Heatherwood Subdivision road improvements. District 5 - Carey (Lee Shaffer)

48. Approve and authorize the Chairman to execute the final plat for Ligonier Academy of Theology, containing 4 lots on a 27.43 acre parcel zoned PUD (Planned Unit Development), located on the south side of Wayside Drive, approximately 633 feet east of Orange Blvd. and approximately ¼ mile south of W. S R 46, in Section 30, Township 19 S, Range 30 E – (St. Andrew's Chapel, Inc. and Ligonier Ministries, Inc.). District 5 - Carey (Cynthia Sweet)

Planning

49. Approve the Satisfaction of Lien in the amount of $1,800.00, Case No. 08-46-CEB, on 1901 Houndslake Drive, Winter Park, Tax Parcel # 34-21-30-527-0300-0120, Joseph A. Comfort, III (previous owners) and Wells Fargo Bank (current owner), and authorize the Chairman to execute a Satisfaction of Lien. District 1 - Dallari (Tina Williamson)

50. Approve the Satisfaction of Lien in the amount of $9,300.00, Case No. 08-01-CEB, on 463 Sanford Avenue, Longwood, Tax Parcel # 01-21-29-5CK-140A-0030, Fernando Salafia (previous owners) and Consumer Solution REO (current owner), and authorize the Chairman to execute a Satisfaction of Lien. District 4 - Henley (Tina Williamson)

Public Safety

Administration – Public Safety

51. Approve and authorize the Chairman to execute Amendment 4 of the DEP Contract GC634, renewing current contract through December 31, 2009. (Tad Stone)

Public Works

Engineering

52. Adopt a Resolution authorizing the Chairman to execute a Local Agency Program Agreement with the State of Florida Department of Transportation to facilitate repair and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01) District 2 - McLean (Jerry McCollum)

53. Adopt a Resolution authorizing the Chairman to execute a Local Agency Program Agreement with the State of Florida Department of Transportation for Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01). Capital Improvement Project Number 00283801. District 5 - Carey (Jerry McCollum)

54. Approve and authorize the Chairman to execute Amendment No. 2 to DEP Agreement No. S0261 Between the Florida Department of Environmental Protection and Seminole County for the Lockhart-Smith Canal Regional Stormwater Facility Project. Capital Improvement Project Number 00258401. District 5 - Carey (Jerry McCollum)

55. Approve and authorize the Chairman to execute a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company to facilitate installation of Florida Power & Light's conduit, splice boxes and appurtenant electric service facilities (collectively, the "underground facilities") in the road rights-of-way of East Lake Mary Boulevard, Phase IIB (Brisson Avenue to State Road 46) and authorize the payment of the invoice from Florida Power & Light Company in the amount of $183,618.05. Capital Improvement Number 00010701. District 5 – Carey (Jerry McCollum)

County Attorney's Consent Agenda (Item No. 56)
County Attorney's Office

Litigation

56. **Richard O'Dell, Sr.'s Property** - Approval of a proposed negotiated settlement relating to Parcel Numbers 126 and 126A of the County Road 15 road improvement project. The proposed settlement is at the total sum of $50,230.00 inclusive of all compensation to the owner, statutory attorney fees, statutory interest, resolution of the inverse condemnation counterclaim and any other matter for which Seminole County might be obligated to pay relating to these parcels. The owner did not incur any expert's fees or costs in his defense of this eminent domain action. Judge Clayton D. Simmons. District 5 - Carey (Robert A. McMillan)

Constitutional Officers Consent Agenda (Item No. 57 - 62)
Clerk's Office (Maryanne Morse, Clerk of the Court)

57. Approval of Expenditure Approval Lists dated April 27, May 26 and June 1, 2009; and Payroll Approval List dated May 28, 2009; Approval of Destruction of Records List as identified; Approval of BCC Minutes dated May 21, 2009; Clerk's "Received and Filed" – for information only. (Dave Godwin)

Sheriff's Office (Donald Eslinger, Sheriff)

58. **DCF/Child Protective Services** - Approval of the attached Budget Amendment Request, recognizing $63,136.00 in additional FY 2008/09 DCF, Child Protective Services revenues and correspondingly increasing the Sheriff's FY 2008/09 operating budget by an equivalent amount. (Penny J. Fleming)

59. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute $500.00 from the Law Enforcement Trust Fund to the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board. (Penny J. Fleming)

60. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend $20,000.00 from the Law Enforcement Trust Fund to provide for a contribution to the Central Florida Council, Boy Scouts of America. (Penny J. Fleming)

61. **BAR #09-73** - Approval of Budget Amendment Request (BAR) #09-73, recognizing $33,779.00 in additional FY 2008/09 JAG revenues and correspondingly increasing the Sheriff's FY 2008/09 budget by an equivalent amount. (Penny J. Fleming)

62. **FY 2009 Edward Byrne Memorial/Justice Assistance Grant** - Board approval for the Sheriff's Office to execute and submit grant application to the US Department of Justice, FY 2009 Edward Byrne Memorial/Justice Assistance Grant (JAG) program; and authorize the Sheriff to sign future documents relating to the grant. (Penny J. Fleming)

Regular Agenda

63. **2010 U.S. Decennial Census** - A Resolution creating the 2010 U.S. Decennial Census Complete Count Committee. (Tony Matthews)

64. **Request to Schedule and Advertise Public Hearings** - For amendments to the Land Development Code of Seminole County establishing a Mixed Development (MXD) District and a Planned Development (PD) District. (Jeff Hopper)

65. **Jail Expansion Project** - Completion of the third floor for the jail expansion project through the following actions: Execute a Resolution implementing Budget Amendment Request (BAR) #09-70 through the 2005 Sales Tax Revenue Bonds/Jail Project Fund in the amount of $3,540,573. 2. Purchasing & Contracts Manager to execute Change Order #10 to RFP-0613-06/TLR in the amount of $3,738,353.00 with Skanska/Wharton-Smith, of Orlando, Florida. 3. Purchasing & Contracts Manager to execute Amendment #1 to Work Order #2 under RFP-0580-06/BLH in the amount of $185,835.20 with PMA Consultants, of Orlando, Florida, and 4. Purchasing & Contracts Manager to execute Amendment #3 to PS-0369-05/DRR in the amount of $224,329.00 with HKS Architects, Inc., of Orlando, Florida. (Ray Hooper)

Chairman's Report

District Commissioner's/Committee Reports – 3, 4, 5, 1 and 2

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.

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Resolution No. 09-R-_____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMSSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 23RD DAY OF JUNE, 2009.

WHEREAS, the Seminole Cultural Arts Council, Inc. and the Seminole County Board of County Commissioners recognize the important role the arts play in our Community, and recognize local artist, Jacqueline Jones, who has contributed greatly to the performing arts through her beautiful voice and vivacious personality; and

WHEREAS, Jacqueline Jones' resume clearly exemplifies her passion for the arts as she has participated in theatre productions, television shows, commercials and festivals throughout the world; entertaining audiences in the United States and Canada, as well as Asia, Europe and Russia. Highlights include appearing with Trini Lopez on the Tonight Show with Johnny Carson, performing in the Disney Institute's Concert Series, New Orleans Jazz & Heritage Festival, and sang the National Anthem at the opening ceremonies for the World Cup series in 1994*;* and

WHEREAS, when Jacqueline Jones is not on tour, she stays very busy working with PRN, a private duty nursing agency with assignments at Florida Hospital and ORMC. She has also passionately advocated for HIV/Aids awareness as well as devoted much of her time and energy to groups such as The Juvenile Diabetes Foundation, The United Negro College fund, The Coalition for the Homeless, and the American Cancer Society; and

WHEREAS, Jacqueline Jones has never been far from the stage, though, frequently performing for charitable group fund raisers; including recent events benefitting Creative Sanford's "Celery Soup" program, giving benefit concerts, attending community events, riding in the Sanford Martin Luther King Day Parade, and other gratis appearances. Her popularity remains strong and her jazz talent continues; and

WHEREAS, such talent and compassion has not gone unnoticed, for Jacqueline Jones has been honored by the USO for her service to the troops stationed in Southeast Asia; won the Central Florida's Summit Award; and was selected to receive her own day by the City of Winter Park. She was also honored, in March, at the Seminole Chamber of Commerce's Salute to Professional Women, as one of the most outstanding women contributing to Art and Culture in Seminole County.

NOW, THEREFORE BE IT RESOLVED, that the Seminole County Board of County Commissioners wishes to commend Jacqueline Jones for her accomplishments and efforts to promote the performing arts throughout Seminole County, Central Florida and the world.

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole and presented to Jacqueline Jones with congratulations and best wishes upon her selection as Seminole County's **"Artist of the Year 2009".**

ADOPTED, this 23rd day of June, A.D., 2009.

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

RESOLUTION NO. 2009-R-_____

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF JUNE, 2009.

WHEREAS, Jerry S. Matthews began his career with the Florida Department of Transportation in 1970 and was employed by Seminole County on February 25, 1991 as a Project Manager in the Engineering Department. His job title changed to Principal Coordinator and was later reclassified to Project Coordinator II; and

WHEREAS, Jerry S. Matthews has worked on a variety of major roadway projects, but not limited to, County Road 427, Phase 1, County Road 427, Phase 6, East Lake Mary Boulevard, Lake Drive, Tuskawilla Road, Phases 2, 3, and 4, and Chapman Road; and

WHEREAS, Jerry S. Matthews will retire effective June 30, 2009, after eighteen (18) years of employment with Seminole County; and

WHEREAS, the Board of County Commissioners of Seminole County wishes to express their appreciation to **Jerry S. Matthews** on behalf of the staff and citizens of Seminole County for his service.

NOW, THEREFORE, BE IT RESOLVED that this Retirement Resolution be spread upon the Official Minutes of the Board of County Commissioners, in appreciation of eighteen (18) years of service to Seminole County and the residents thereof; and

BE IT FURTHER RESOLVED that this Retirement Resolution be presented to **Jerry S. Matthews** along with heartfelt thanks and sincere best wishes for good health, happiness and success in the pursuit of his future endeavors.

ADOPTED, this 23rd day of June, 2009.

ATTEST:

_____	_____
Maryann 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

Resolution No. 2009-R- _____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF JUNE, A.D., 2009.

WHEREAS, Diane Merkt has faithfully served Seminole County and its citizens with the highest level of integrity, dedication and expertise through her employment of more than 23 years; and

WHEREAS, in January, 1983 Diane Merkt began her career with Seminole County Government for Fleet Services transferring to Library Services in June, 1983 and returning back to Fleet in July 1984; and

WHEREAS, Diane Merkt left Seminole County Government moving with her family to South Carolina in September 1984, returned to Seminole County Government in April, 1988 to Fleet Services, transferred to Development Review in May, 1989 and transferred to the Office of Management and Budget (now called Fiscal Services) in May, 1990; and

WHEREAS, Diane Merkt began serving as an Aide to Commissioner Bob Sturm in February 1993 and has continued to serve the residents of Seminole County as an Aide to Commissioners Carlton Henley (Interim District 2 in 1994), Randy Morris (District 2 from 1994 to 2002), Daryl McLain (District 5 from 2002 to 2004) and Bob Dallari (District 1 from 2004 to present), serving as Lead Aide seven times; and

WHEREAS, Diane Merkt has been generous in her participation and applied her organizational and planning skills on numerous committees and projects throughout the years including Sick Leave Bank Committee, National County Government Week Coordinator, Volunteer Reception Coordinator, United Way Chairman for the BCC, Charitable Giving Committee, member of the 1995/96 Employee Development Training Team, Employee Awards and Recognition Committee, County Picnic Planning Committee, chaperoned students during the Student Shadow Program, and has been named Employee of the Month; and

WHEREAS, Diane Merkt saw the need for an informational, user-friendly County contact directory and therefore gathered names, titles and information thereby creating a long-standing telephone directory for use County-wide; and

WHEREAS, Diane Merkt received the Community Service Award in both 1995 and 2000 and graduated from the Employee Academy; and

WHEREAS, Diane Merkt is a perfect example of volunteerism serving and donating time and effort on various charitable organizations including Hope & Help Center, Catholic Diocese AIDS

Ministry, St. Francis House, AIDS homeless residences, Habitat for Humanity, Rescue Outreach Mission, The Friends of the Library, Kids House, Good Samaritan Home of Sanford, and Cystic Fibrosis; and

WHEREAS, Diane Merkt has shown exceptional dedication and willingness to accept every role and responsibility given her; superlative coordination skills; outstanding grammatical skills; and instilled the values of efficiency, professionalism, accountability and integrity in the Board of County Commissioners Office and through the work place; and consistently displayed pride, fairness and personal honesty; and

WHEREAS, Diane Merkt is retiring effective June 23, 2009 and will truly be missed by her fellow employees and many friends alike; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida wishes to make known to County employees and citizens of Seminole County its appreciation of Diane Merkt.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole, in recognition and appreciation of exemplary service to the citizens and residents of Seminole County performed by Diane Merkt.

ADOPTED this 23rd day of June, A.D., 2009.

* *

ATTEST:

_____	_____
Maryanne Morse, Clerk to Board of County Commissioners In and for Seminole County	Bob Dallari, Chairman Board of County Commissioners

Item No. 4

PRESENTATION

Drivers Ed Pilot Briefing

Presented by:

Robin Butler, Program Manager **II**
Seminole County Traffic Engineering

RESOLUTION NO. 2009-R-_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF JUNE, 2009.

WHEREAS, Seminole County has been an active participant and collaborative partner in addressing regional transportation issues; and

WHEREAS, the Seminole County Board of County Commissioners and the Seminole County Expressway Authority have been a part of the ongoing effort by the Wekiva Basin Area Task Force and Wekiva River Basin Commission to find the most appropriate location for a highway route that connects State Road 429 to Interstate 4 and which causes the least disruption and provides the greatest protection to the citizens of the region and the Wekiva Basin ecosystem; and

WHEREAS, the Seminole County Board of County Commissioners and the Seminole County Expressway Authority have demonstrated their leadership in supporting regional transportation planning efforts through their participation in the Metropolitan Planning Organization, METROPLAN ORLANDO; and

WHEREAS, implementation of the Wekiva Parkway and requirements of the Wekiva Parkway Protection Act will require collaboration and partnerships on a regional level with Lake County in addition to the Metropolitan Planning Organization which includes Orange, Seminole, and Osceola Counties; and

WHEREAS, the region is served by multiple agencies with responsibility for planning, building, operating, and maintaining expressway facilities: Seminole County Expressway Authority, Orlando-Orange County Expressway Authority, Osceola County, and Florida Department of Transportation through its Turnpike Enterprise; and

WHEREAS, these expressway entities have worked well to plan and develop components of the regional expressway system as they exist today, greater efficiency and effectiveness could be realized through creation of a single regional expressway authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, in open meeting duly assembled this 23rd day of June, A.D., 2009, that:

- The Seminole County Commission endorses the concept of creating a regional expressway authority serving Seminole, Orange, Osceola, and Lake Counties.

- The Seminole County Commission commits to undertaking local and legislative actions necessary to create a regional expressway authority, including elimination of the Seminole County Expressway Authority.

- The Seminole County Commission urges their local government regional transportation partners to consider the creation of a regional expressway authority and adopt resolutions of support.

- The Chair of the County Commission or his designee is hereby authorized and directed to transmit this resolution to the following:

  (a) The Governor of the State of Florida
  (b) The Florida Department of Transportation
  (c) The Orlando-Orange County Expressway Authority
  (d) The Seminole County Expressway Authority
  (e) Osceola County Government
  (f) The Members of METROPLAN ORLANDO
  (g) The Seven (7) Cities of Seminole County

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes of the meeting of the Board of County Commissioners of Seminole County, Florida.

ADOPTED THIS 23rd day of June, A.D., 2009.

ATTEST:

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.	**Bob Dallari, Chairman Board of County Commissioner, Seminole County**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approval of Commissioner's Travel Expenses

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Cynthia Coto **EXT:** 7211

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners for reimbursement of miscellaneous travel expenses for Commissioner Carlton Henley.

County-wide Cynthia Coto

BACKGROUND:

Travel voucher/details attached.

STAFF RECOMMENDATION:
Staff recommends Board approval for reimbursement of miscellaneous travel expenses for Commissioner Carlton Henley.

ATTACHMENTS:

1. Travel Voucher - Henley

Additionally Reviewed By:
No additional reviews

STATE OF FLORIDA
VOUCHER FOR REIMBURSEMENT
OF TRAVEL EXPENSES

Traveler: Carlton D Henley
Social Security No.
Account Line: 1010053040

Agency: Seminole Co BCC
Headquarters: CSB - Sanford
Residence (City): Longwood

Date	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Departure	Return	Per Diem or Actual Lodging Expenses	Class C Meals	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses Amount	Other Expenses Type
1/7/09	Home to Orlando and Return	MPO	9:30 AM	12:00 PM				28		
1/22/09	Home to Orlando and Return	LYNX	9:00 AM	1:00 PM				24		
2/11/09	Home to Orlando & Return	MPO	9:00AM	12:00 PM				28		
2/26/09	Home to Orlando and Return	LYNX	9:00 AM	1:00 PM				24		
3/11/09	Home to Orlando & Return	MPO	9:00 AM	12:00 PM				28		
4/17/09	Home to Orlando & Return	MPO Alliance Meeting	9:30 AM	12:00 PM				28		
4/22/09	Home to Orlando and Return	LYNX	12:30 PM	5:00 PM				24		
5/13/09	Home to Orlando and Return	MPO	9:00 AM	2:00 PM				28		
5/20/09	Home to Orlando and Return	LYNX Executive Meeting	8:00 AM	11:00 AM				24		
5/28/09	Home to Orlando and Return	LYNX	9:00 AM	12:00 PM				24		
6/3/09	Home to Orlando and Return	MPO Transportation Meeting	1:00 PM	5:00 PM				28		
6/11/09	Home to Orlando and Return	MPO	9:00 AM	12:00 PM				28		
					Column Total	Column Total	Column Total	316	Column Total	TOTAL
								0.55		
						$0.00	0	$ 173.80	$0.00	$173.80

Statement of Benefits to the State: (Conference or Convention)

Revolving Fund:
Check No. _____
Check Date _____
Agency Voucher No. _____

Advance:
Warrant No. _____
Warrant Date _____
Statewide Doc. No. _____
Agency Voucher No. _____

LESS ADVANCE RECEIVED	
LESS CLASS C MEALS (Officers/Employee Only)	
NET AMOUNT DUE	

I hearby certify that the above expenses were actually incurred by me as necessary travel expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of the agency; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirements of Section 112.061, Florida Statutes.

TRAVELER'S SIGNATURE: _____
DATE PREPARED: _____ TITLE: _____

Pursuant to Section 112.061 (3) (a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the above travel was on official business of the State of Florida and was performed for the purpose(s) stated above.

SUPERVISOR'S SIGNATURE: _____
SUPERVISOR'S TITLE: _____
DATE APPROVED: _____

Recd 6-12-09

DOCUMENT ACTION FORM

Chairman 6-12-09

SUBJECT: Travel Reimbursement

RECEIVED
JUN 12 2009
SEMINOLE COUNTY
COUNTY MANAGER

AUTHORITY FOR PROCESSING: _____
Director/Manager Signature

---

1. To be placed on Report for BCC Meeting on 6-23-09
2. Signature Needed by Chairman yes
3. Board Approved on (Date) _____
3. Other (Specify) _____

NOTE: One original and one copy of document or letter needed for original signature (Not applicable for Resolutions or Ordinances - original only.)

Additional copies of documents should be forwarded if applicable and required for proper distribution.

DIRECTIONS FROM ORIGINATING DEPARTMENT FOR FINAL PROCESSING OF ORIGINAL, EXECUTED DOCUMENTS BY COUNTY COMMISSION RECORDS.

Please return to District 4 for processing.
Do not send to Records!
Thanks
Gretchen

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request for Proposals: RFP-4277-09/RTB - Neighborhood Stabilization Program

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Robert Bradley **EXT:** 7113

MOTION/RECOMMENDATION:
Award RFP-4277-09/RTB - Neighborhood Stabilization Program to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida, for the Resale portion of the program, and Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida, for the Rental portion of the program (Estimated grant funded amount of $7,019,514.00); and authorize the County Manager to execute the agreement.

County-wide Ray Hooper

BACKGROUND:

RFP-4277-09/RTB will provide the County with organizations that acquire abandoned or vacant foreclosed upon properties for resale or rental to low, moderate and middle income qualified households. The total grant funded budget provided by the Neighborhood Stabilization Program (NSP) for this project is $7,019,514.00.

Under the Agreement, the County would provide an amount not exceeding $120,000.00 for low income, $140,000.00 for moderate income and $167,000.00 for middle income families for each approved unit at the time of acquisition, and may also provide an amount not less than $3,500.00 (and not exceeding $15,000.00) for the rehabilitation of each unit upon approved invoicing. Developers will receive compensation for successful completion of the project scope in the form of a Developer's Fee, which resulted from blending the submitted Fee Schedules from the recommended firms. This fee has been designated on a per unit basis in the amount of $11,536.83 for the Resale portion of the program, and in the amount of $9,564.33 for Rental portion of the program. The County's blended Fee Schedule is included as Exhibit 'B' under both the attached examples for the Resale and Rental Award Agreements.

The project was publicly advertised and prospective Developers were required to submit separate submittal packages for the resale of single-family homes, and for the resale of rental or group homes. The County received twelve (12) submittals for the resale of single-family homes, of which three (3) were determined to be non-responsive, and six (6) submittals for the resale of rental or group homes, of which three (3) were found non-responsive. The following responsive submittals are listed in alphabetical order:

Resale

- Allure Homes, LLC

- Atlantic Energy Solutions, Inc.
- The Center for Affordable Housing
- City of Sanford
- Clarkson Concepts, Inc.
- Corinthian Builders, Inc.
- Miller Construction Services, LLC
- Ruby Builders, Inc.
- Woodard Construction

Rental

- The Center for Affordable Housing
- Clarkson Concepts, Inc.
- Miller Construction Services, LLC

The Evaluation Committee, which consisted of Michele Saunders, Community Services Director; Ricardo Soto-Lopez, Program Manager I/HUD; Buddy Balagia, Project Manager I; Leo Luttig, Business Manager, all from the Community Services Department, and Sabrina O'Bryan, Assistant County Manager, evaluated the submittals giving consideration to the following criteria:

- Qualifications and Experience
- Similar Project Experience
- Approach to Work
- Financial Qualifications/Cost

On May 20, 2009, the City of Sanford filed a formal protest under this solicitation, and the determination by the Purchasing & Contract Manager is included with this Agenda item. The Evaluation Committee recommends award of Master Agreements to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida; for the estimated grant funded amount of $7,019,514.00. Corinthian Builders, Inc. of Lake Mary, Florida, had also been recommended for award under the Resale portion of the program, but the firm declined to accept the blended Developer's Fee.

The completion date for the Developer to fully perform the project scope is June 30, 2010, and the Termination Date of the Agreement is September 3, 2010. The Termination Date provides additional time for finalization of documentation and contract administration between the County and the Federal Government. The backup documentation includes the Tabulation Sheet, and the Evaluation Summary & Scoring Sheets for both the Resale and Rental submittals.

This is a grant-funded project and funds will be available in Affordable Housing 05/06 - Aid to Private Organizations (Account #066706.580821).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-4277-09/RTB - Neighborhood Stabilization Program to Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida; Ruby Builders, Inc., of Orlando, Florida; Woodard Construction, Co., of Orlando, Florida, for the Resale portion of the program, and Clarkson Concepts, Inc., of Longwood, Florida; Miller Construction Services, LLC, of Sanford, Florida, for the Rental portion of the program (Estimated grant funded amount of $7,019,514.00); and authorize the County Manager to execute the agreement.

ATTACHMENTS:

1. RFP-4277-09_RTB - Backup Documentation
2. 5-29-09 - Protest Determination (City of Sanford)
3. Resale Agreement
4. Rental Agreement

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

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

RFP NUMBER: RFP-4277-09/RTB

RFP TITLE: Neighborhood Stabilization Program (NSP)
Resale of Single Family Homes

DUE DATE: April 15, 2009, 2:00 P.M

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

RESPONSE -1-	**RESPONSE -2-**	**RESPONSE -3-**	**RESPONSE -4-**
Allure Homes L. L. C. 1441 Ronald Reagan Blvd Longwood, FL 32750 407-209-8501 phone 407-774-4078 fax	Atlantic Energy Solutions, Inc. 92 Congress Street, 2nd FL Sarasota Spring, NY 12866 518-587-3252 phone 518-587-4328 fax	The Center for Affordable Housing 2524 S. Park Avenue Sanford, FL 32773 407-323-3268 phone 407-323-3800 fax	Clarkson Concepts, Inc. 106 Riverbend Blvd. Longwood, FL 32779 407-929-0755 phone 407-386-7899 fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
City of Sanford 300 N. Park Avenue Sanford, FL 32771 407-688-5001 phone 407-688-5002 fax	Corinthian Builders, Inc. P. O. Box 950850 Lake Mary, FL 32798-0850 407-403-5658 phone 407-322-8641 fax	NON-RESPONSIVE The Gebelhoff Group of Companies, LLC 5180 Dorwin Place Orlando, FL 32814 407-439-1618 phone 407-803-8885 fax	Miller Construction Services LLC 8241 Via Bonita Street Sanford, FL 32771 407-222-0692 phone 407-264-6284 fax
RESPONSE -9-	**RESPONSE -10-**	**RESPONSE -11-**	**RESPONSE -12-**
NON-RESPONSIVE One Stop Solution, Inc. 7154 N. University Drive, Suite 115 Tamarac, FL 33321 800-601-3507 phone 800-709-5701 fax	NON-RESPONSIVE RLH Construction Company 1843 McCarthy Avenue Sanford, FL 32771 407-330-7104 phone 407-328-8055 fax	Ruby Builders, Inc. 3939 Silver Star Road Orlando, FL 32808 407-293-8217 x110 phone 407-293-6481 fax	Woodard Construction Co P.O. Box 536415 Orlando, FL 32853 321-436-7300 phone 407-657-6094 fax

Reasons for Non-Responsive Determination: The Gebelhoff Group of Companies, LLC (Financial Qualifications) One Stop Solution, Inc. (Failure to Acknowledge Addendum); RLH Construction Company (Failure to utilize addendum information, improper Fee Schedule submitted)

Tabulated by: Robert T. Bradley, Procurement 4/22/2009

EVALUATION MEETING May 14 , 2009 @ 10:00 AM - 1101 East First Street, RM 3208, Sanford, FL 32771

Criteria: Qualifications and Experience; Similar Project Experience; Approach To Work; Financial Qualifications / Cost

RECOMMENDATION OF AWARD: The Evaluation Committee agrees to recommend award to the following:

Clarkson Concepts, Inc.; Miller Construction Services, LLC; Ruby Builders, Inc.; Woodard Construction, Co.
~~Corinthian Builders, Inc.~~ (Firm declined to accept County's blended Fee Schedule)

BCC MEETING: June 23, 2009 (Revised and Posted by Bob Hunter, 6/5/09, 12:15 P.M. Eastern)

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

RFP NUMBER: RFP-4277-09/RTB

RFP TITLE: Neighborhood Stabilization Program (NSP)
Resale or Rental of Group Homes

DUE DATE: April 15, 2009, 2:00 P.M

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
The Center for Affordable Housing 2524 S. Park Avenue Sanford, FL 32773 407-323-3268 phone 407-323-3800 fax	Clarkson Concepts, Inc. 106 Riverbend Blvd. Longwood, FL 32779 407-929-0755 phone 407-386-7899 fax	NON-RESPONSIVE The Gebelhoff Group of Companies, LLC 5180 Dorwin Place Orlando, FL 32814 407-439-1618 phone 407-803-8885 fax	Miller Construction Services LLC 8241 Via Bonita Street Sanford, FL 32771 407-222-0692 phone 407-264-6284 fax

RESPONSE -5-	RESPONSE -6-
NON-RESPONSIVE One Stop Solution, Inc. 7154 N. University Drive, Suite 115 Tamarac, FL 33321 800-601-3507 phone 800-709-5701 fax	NON-RESPONSIVE RLH Construction Company 1843 McCarthy Avenue Sanford, FL 32771 407-330-7104 phone 407-328-8055 fax

Reasons for Non-Responsive Determination: The Gebelhoff Group of Companies, LLC (Financial Qualifications) One Stop Solution, Inc. (Failure to Acknowledge Addendum); RLH Construction Company (Failure to utilize addendum information, improper Fee Schedule submitted)
Tabulated by: Robert T. Bradley, Procurement Analyst 4/22/2009
Updated by: Robert T. Bradley, Procurement Analyst 5/14/09

EVALUATION MEETING May 14 , 2009 @ 10:00 AM - 1101 East First Street, RM 3208, Sanford, FL 32771
Criteria: Qualifications and Experience; Similar Project Experience; Approach To Work; Financial Qualifications / Cost

RECOMMENDATION OF AWARD: The Evaluation Committee agrees to recommend award to the following:
Clarkson Concepts, Inc.; Miller Construction Services, LLC

BCC MEETING: June 23, 2009 (Revised and Posted by Bob Hunter, 6/5/09, 12:15 P.M. Eastern)

EVALUATION RANKINGS
RFP-4277-09/RTB - Neighborhood Stabilization Program (NSP)

	Buddy Balagia	Leo Luttig	Sabirna O'Bryan	Michele Saunders	icardo Soto-Lope	TOTAL POINTS	**RANKING**
Allure Homes, LLC	9	8	9	8	8	42	**9**
Atlantic Energy Solutions, Inc.	8	5	8	2	9	32	**7**
The Center for Affordable Housing	7	2	7	5	5	26	**6**
Clarkson Concepts, Inc.	4	6	2	6	6	24	**4**
City of Sanford	3	9	6	9	7	34	**8**
Corinthian Builders, Inc.	2	7	4	7	4	24	**4**
Miller Construction Services, LLC	1	1	5	1	3	11	**1**
Ruby Builders, Inc.	5	4	3	3	2	17	**3**
Woodard Construction Co.	6	3	1	4	1	15	**2**

The Evaluation Committee agrees to short-list the following:

1. **Miller Construction Services, LLC**
2. **Woodard Construction Co.**
3. **Ruby Builders, Inc.**
4. **Corinthian Builders, Inc.**
5. **Clarkson Concepts, Inc.**

Buddy Balagia

Ricardo Soto-Lopez

Sabrina O'Bryan

Michelle Saunders

Leo Luttig

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resse

SUBMITTAL COMPANY NAME: Miller Const.

QUALIFICATION COMMITTEE MEMBER: B. B. Bush

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Good experience of Team

Score 11 *(0-15)*

Similar Project Experience: *(10)*

Projects not necessarily "similar"

Score 8 *(0-10)*

Approach to Work: *(50)*

Adequate strategies specs of work. Very Good personnelcoy Good Team

Score 46 *(0-50)*

Financial Qualifications/Cost: *(25)*

Good L.O.C. Reasonable Fees

Score 22 *(0-25)*

Ranking 1

Total Score (0-100) 87

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Community Resource

QUALIFICATION COMMITTEE MEMBER: B. Bouscen

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Extensive experience.

Score 13 *(0-15)*

Similar Project Experience: *(10)*

extensive simon experience. Does work for Sen Co.

Score 9 *(0-10)*

Approach to Work: *(50)*

Very qualified team. Fairly objective plan. Good EE.

Score 46 *(0-50)*

Financial Qualifications/Cost: *(25)*

Good L.O.C. & collateral (L.O.C. not incl.).
Very high fees

Score 18 *(0-25)*

Ranking 2

Total Score (0-100) 86

Resse

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: San Fons

QUALIFICATION COMMITTEE MEMBER: B. Barcelia

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Goos CDBG & HOG Neighs experience. Excellent Team.

Score 14 (0-15)

Similar Project Experience: (10)

Projects not too similar - except Yarmouth.

Score 7 (0-10)

Approach to Work: (50)

Lending neighs scheme. Goos plan. Sanfons only?

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Sufficient resources. Goos # Backing. Some fees seem too low. ACO fee seems very high.

Score 19 (0-25)

Ranking 3

Total Score (0-100) 85

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resse

SUBMITTAL COMPANY NAME: Clarkston Concepts

QUALIFICATION COMMITTEE MEMBER: B. Bascia

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Good renovation experience.

Score 11 *(0-15)*

Similar Project Experience: *(10)*

Basic renovation experience.

Score 8 *(0-10)*

Approach to Work: *(50)*

Good projects successes. Experienced Team.

Score 45 *(0-50)*

Financial Qualifications/Cost: *(25)*

High acq. fee (needs to come down). Good L.O.C.

Score 20 *(0-25)*

Ranking 4

Total Score (0-100) 84

ReSource

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Ruby Brown

QUALIFICATION COMMITTEE MEMBER: B. Brown

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Extensive resource experience (3,000+).
Good Team.

Score 13 *(0-15)*

Similar Project Experience: *(10)*

Great program experience. Similar experience (reality).

Score 9 *(0-10)*

Approach to Work: *(50)*

Slow response?

Score 42 *(0-50)*

Financial Qualifications/Cost: *(25)*

Excellent resources. Most thing fees.

Score 17 *(0-25)*

Ranking 5

Total Score (0-100) 80

RFP-4277-09/RTB - Neighborhood Stabilization Program

Rebore

SUBMITTAL COMPANY NAME: Woodson Const.

QUALIFICATION COMMITTEE MEMBER: B. Brooks

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Good renovation experience.

Score 11 *(0-15)*

Similar Project Experience: *(10)*

CDBG experience (Lawton Pk).

Score 8 *(0-10)*

Approach to Work: *(50)*

Good ~~[illegible]~~ schedule. Mos. aggressive. experienced @ Bury/Dell. Area a rate plan, but not an extensive designation.

Score 41 *(0-50)*

Financial Qualifications/Cost: *(25)*

CTD. references. Fees ok.

Score 19 *(0-25)*

Ranking 6

Total Score (0-100) 79

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Center/AVF Adg.

QUALIFICATION COMMITTEE MEMBER: B. Bascom

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Sufficient/relevant qual & experience.

Score 7 (0-15)

Similar Project Experience: (10)

Good ~~[illegible]~~ similar experience. Some problems with licensing on scheduling & with contract compliance.

Score 7 (0-10)

Approach to Work: (50)

Adequate plans, but no projection schedule.

Score ~~42~~ 41 (0-50)

Financial Qualifications/Cost: (25)

Seems in order.

Score 23 (0-25)

Ranking 7

Total Score (0-100) ~~79~~ 78

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resume

SUBMITTAL COMPANY NAME: ATLANTIC ENERGY SOLUTIONS

QUALIFICATION COMMITTEE MEMBER: B. Borsens

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Good experience & Team. Extensive resume experience

Score 13 *(0-15)*

Similar Project Experience: *(10)*

No extensive description

Score 6 *(0-10)*

Approach to Work: *(50)*

Extensive commission time. How will ISK cover ANTICIPATED repairs (very extensive). Good EE ideas

Score 42 *(0-50)*

Financial Qualifications/Cost: *(25)*

High fees for ACQ. & repairs. Need to be more realistic

Score 16 *(0-25)*

Ranking 8

Total Score (0-100) 77

RFP-4277-09/RTB - Neighborhood Stabilization Program

Resse

SUBMITTAL COMPANY NAME: Allure Homes

QUALIFICATION COMMITTEE MEMBER: B. Bolsens

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Impressive experience. Team looks good.

Score 12 *(0-15)*

Similar Project Experience: *(10)*

No extensive description. ~~Est~~ All rental experience, seems to be commercial.

Score 5 *(0-10)*

Approach to Work: *(50)*

No extensive description. Similar Unions of level of satisfaction.

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

Good L.O.C. Property maintenance, ~~&~~ Acq., & rental fees seem high. Needs to be lower.

Score 17 *(0-25)*

Ranking 9

Total Score (0-100) 74

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Millen Construction

QUALIFICATION COMMITTEE MEMBER: Leo Lutig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience.

Score 15 (0-15)

Similar Project Experience: (10)

Mostly $100-$300 Renovations No small projects.

Score 8 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services
HERS Energy Audit.

Score 48 (0-50)

Financial Qualifications/Cost: (25)

Meets all Financial Qualifications. Lowest Bid.
Bid option #1 outside the +/- 15% Average.

Score 24 (0-25)

Ranking 1

Total Score (0-100) 95

Lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Center for Affordable Housing

QUALIFICATION COMMITTEE MEMBER: Leo Lutto

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Has Completed Similar projects for County over 15 Acq/Rehab projects in last 2 years

Score 10 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services.

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets all Financial Qualifications. 2nd Lowest Bid. 10% of Low Bid. Original Bid within 7-15% of Average.

Score 24 (0-25)

Ranking 2

Total Score (0-100) 94

2nd Lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program – Resale

SUBMITTAL COMPANY NAME: WOODARD CONSTRUCTION

QUALIFICATION COMMITTEE MEMBER: LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Grant Funded small Rehab Projects - 20K or Below
Completed 7 ACQ/Rehab/Resale projects

Score 10 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services.

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets all Financial Qualifications. 3RD lowest B.D.
117% of Low B.D. Offered B.D. within +/- 15% of Average.

Score 22 (0-25)

Ranking 3

Total Score (0-100) 92

3RD lowest B.D

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Ruby Builders

QUALIFICATION COMMITTEE MEMBER: Leo Lutig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Displines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Lots of Experience w/ small Renovations (100+ per year) $5-$10K

Score 8 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services. Energy Rebates Donated to County's Affordable Housing Fund.?

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Bid = 196% of Low Bid. Overall Bid within +/- 15% of Average

Score 13 (0-25)

Ranking 4

Total Score (0-100) 81

RFP-4277-09/RTB - Neighborhood Stabilization Program — Resale

SUBMITTAL COMPANY NAME: Atlantic Energy Solutions

QUALIFICATION COMMITTEE MEMBER: Leo Lutjig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disiplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Has Completed similar projects for County. HHRP Rehab work.

Score 10 (0-10)

Approach to Work: (50)

Fair understanding of Scope of Services. Out of Sequence steps to timeline provided in Proposal versus steps outlined in the Scope of Services.

Score 40 (0-50)

Financial Qualifications/Cost: (25)

Meets all Financial Qualifications. Bid = 200% of Low Bid, Option #1 bid = 200% of Average. Highest Option #1 bid.

Score 10 (0-25)

Ranking 5

Total Score (0-100) 75

7

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER: Leo Lutig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

$10K - $50K Rehabs, 1-2006, 1-2007, 2-2008
Current 3 @ A total of $100K

Score 7 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services

Score 47 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Bid = 252% of Low Bid. Option #1 Bid was Second Lowest.

Score 5 (0-25)

Ranking 6

Total Score (0-100) 74

RFP-4277-09/RTB - Neighborhood Stabilization Program – desale

SUBMITTAL COMPANY NAME: CORINTHIAN BUILDERS

QUALIFICATION COMMITTEE MEMBER: LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disiplines covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Has Completed Similiar projects for County. over 10 ACRE/Rehab or Rehabilitation projects in last 2 years

Score 10 (0-10)

Approach to Work: (50)

Good understanding of Scope of work

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Highest Bid. 292% of Low Bid. Option Bid #1 within +/- 15% of Average.

Score 2 (0-25)

Ranking 7

Total Score (0-100) 72

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Allure Homes

QUALIFICATION COMMITTEE MEMBER: LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Real Estate Broker not identified in Proposal. Sufficient Construction Experience.

Score 10 (0-15)

Similar Project Experience: (10)

It appears that they have mostly worked w/ new construction. in the $250 - 300K Range.

Score 5 (0-10)

Approach to Work: (50)

Not all primary identified in Proposal. Realtor not specifically identified. May lead to slow start-up. No shown experience working w/ marketing to low-income clients.

Score 30 (0-50)

Financial Qualifications/Cost: (25)

Meets all financial qualifications. Bid = 202% of Low Bid. Option Bid #1 was tied for lowest bid.

Score 12 (0-25)

Ranking 8

Total Score (0-100) 57

RFP-4277-09/RTB - Neighborhood Stabilization Program – Resale

SUBMITTAL COMPANY NAME: City of Sanford

QUALIFICATION COMMITTEE MEMBER: Leo Lutty

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

No information provided to indicate that a state licensed Residential/General Contractor or Real Estate Broker on staff. City is not actively involved in the acquisition, construction, rehabilitation, & sale of affordable homes to low income households.

Score Ø (0-15)

Similar Project Experience: (10)

No comparable projects in size & complexity identified. Projects identified – $3M Community Center; $11M Aquatic; and $15M water reclamation facility. While not identified in proposal, the Youth Build Projects are closely related to rehab work anticipated in this proposal.

Score 2 (0-10)

Approach to Work: (50)

Not clear in proposal on who will hire the rehab contractor – City or County. Estimated rehab time of 90 days exceeds the 60 days outlined in agreement.

Score 25 (0-50)

Financial Qualifications/Cost: (25)

Meets all financial qualifications. Bid = 245% of low bid. Option bid #1 was tied for lowest bid.

Score 7 (0-25)

Ranking 9

Total Score (0-100) 34

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Allure Homes, LLC

QUALIFICATION COMMITTEE MEMBER: Sabina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Qualifications hard to follow but acceptable. References do not include project type I can assume New construction. No local projects?

Score 5 (0-15)

Similar Project Experience: *(10)*

No project list or current + projected work load included in this section. Deficient as submitted

Score 0 (0-10)

Approach to Work: *(50)*

Statement of understanding of scope is included. List of vendors included. No description of how the project will be complete. No timeline. Very difficult to determine how project will be implemented

Score 20 (0-50)

Financial Qualifications/Cost: *(25)*

Lines credit demonstrated. ~~Financial affiliate is not clear~~ Fees appear to be complete - high for over sight. Overall higher than I would expect for a $15,000 renovation.

Score 15 (0-25)

Ranking 9

Total Score (0-100) 40

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Atlantic Energy Solutions, Inc.

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Qualification & experience as presented are acceptable

Score 10 **(0-15)**

Similar Project Experience: *(10)*

Unclear as to which list of projects are complete vs. underway. No statement as to the commitment or availability of staff to Sem. Co. 120 day (4 month) timeline acceptable.

Score 5 **(0-10)**

Approach to Work: *(50)*

Very good detail provided in approach to work. No identification of use of small vendors. No description of experience to successfully complete the project (in prior section)

Score ~~35~~ 40 **(0-50)**

Financial Qualifications/Cost: *(25)*

Profit loss & balance sheet appear to be solid. Fees are almost as high as cost of renovations.

Score 20 **(0-25)**

Ranking 8

Total Score (0-100) 75

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: The center for Affordable Housing

QUALIFICATION COMMITTEE MEMBER: Sebina O'Byron (Single Fam.)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Experience in line with expectations
Client references included; two are for the same ~~customer~~ County.

Score 12 *(0-15)*

Similar Project Experience: *(10)*

Experience is in line with expectations for single fam. homes.
No statement about future workload.
Ref. included.

Score 9 *(0-10)*

Approach to Work: *(50)*

Slightly concerned about the timeline of 1.5 months. Otherwise process presented is ok.

Score 35 *(0-50)*

Financial Qualifications/Cost: *(25)*

One year customer of bank is a slight concern.
Experience documented for single fam. + apartments is acceptable. Fees are in line with what I expected

Score ~~20~~ 22 *(0-25)*

Ranking 7

Total Score (0-100) 78

12
9
21
35
56
22
78

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: City of Sanford

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Experience in ~~rehab~~ renovations is limited, qualifications and references are sound/solid.

Score 10 *(0-15)*

Similar Project Experience: *(10)*

Examples provided are good, however they do not reflect single family housing opportunities.

Score 5 *(0-10)*

Approach to Work: *(50)*

Excellent, detailed approach to work plan. Project timeline is acceptable.

Score 45 *(0-50)*

Financial Qualifications/Cost: *(25)*

Meets expected qualifications for funding. Fees appear to be high, exceed reasonable cost.

Score 20 *(0-25)*

Ranking 6

Total Score (0-100) 80

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Clarkson Concepts (single fam.)

QUALIFICATION COMMITTEE MEMBER: Sabrina D Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Qualifications solid, multiple clients listed, before & after pictures ~~[illegible]~~ provided a great visual, appropriate rehab examples included.

Score 15 (0-15)

Similar Project Experience: (10)

Meets expectations. Balance NSP with non-NSP projects. Commitment of staff & resources

Score 10 (0-10)

Approach to Work: (50)

~~Cop~~ Comprehensive approach including a detailed graph for time line. Small vendors will be used to complete the project. Completed more than 120 rehab projects.

Score 50 (0-50)

Financial Qualifications/Cost: (25)

Solid, however fees seem high ~~for~~ considering investment.

Score 20 (0-25)

Ranking 2

Total Score (0-100) 95

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Corinthian Builders, Inc

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Excellent company and individual qualifications. Experience demonstrated. Strong examples.

Score 15 (0-15)

Similar Project Experience: (10)

Client listed twice. All other facets are excellent.

Score 8 (0-10)

Approach to Work: (50)

Experience with acquisition rehabilitation & resale. Will use local vendors when possible. Unclear as to timeline for each renovation.

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Funding meets expectations. Fees are high in my opinion. They exceed what fair rehab projects.

Score 20 (0-25)

Ranking 4

Total Score (0-100) 88

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Miller Construction Services LLC Sing Jan.

QUALIFICATION COMMITTEE MEMBER: Sabrina G Dixon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Experience acceptable as listed for residential renovations.

Score 15 (0-15)

Similar Project Experience: (10)

Similar experience is geared toward high end renovations with large budgets. However they are still residential in nature

Score 10 (0-10)

Approach to Work: (50)

Excellent approach to work, very detailed. However I am concerned about the 4 week time to completion. It seems unrealistic. Willingness demonstrated to use local vendors

Score 45 (0-50)

Financial Qualifications/Cost: (25)

No connection demonstrated between Mr. Williams and Miller Construction. Line of credit from Bank of America ~~would have~~ should be verified as well. Fees are reasonable given the amount for rehab & costs.

Score 21/25 (0-25)

Ranking 5

Total Score (0-100) 85

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Ruby Builders, Inc.

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Excellent qualifications & experience on residential rehab. Strong references provided.

Score 15 (0-15)

Similar Project Experience: (10)

Excellent examples/references provided. Meets expectations in terms of the type of roof repairs. No mention of plumbing.

Score 9 (0-10)

Approach to Work: (50)

Detailed approach to work and fair timeline associated. Commitment to use local vendors when needed. More details regarding the completion of the project would have been useful.

Score 40 (0-50)

Financial Qualifications/Cost: (25)

Financial documentation ~~was~~ provided is sound. Bond letter was very good. Fees are below the max for the rehab project and I believe they are in line.

Score 25 (0-25)

Ranking 3

Total Score (0-100) 89

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: ~~Woodland~~ Woodland Construction Co.

QUALIFICATION COMMITTEE MEMBER: Sebrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Sound experience. Letters of recommendation for recent customers.

Score 15 (0-15)

Similar Project Experience: *(10)*

Seven years of rehab projects for the City of WP.

Score 10 (0-10)

Approach to Work: *(50)*

Approach to work is solid and demonstrates an understanding of the scope. Local vendors listed for assistance w/project. Experienced staff demonstrated.

Score 50 (0-50)

Financial Qualifications/Cost: *(25)*

Financial statements demonstrate financial qualifications. Fees are reasonable for renovation project and are below max for rehab project construction cost.

Score 23 (0-25)

Ranking 1

Total Score (0-100) 98

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Miller Construction

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young Company

Score 13 *(0-15)*

Similar Project Experience: *(10)*

Some experience but limited

Score 8 *(0-10)*

Approach to Work: *(50)*

Sound work plan - Green focused / Creative
Ambitious - ?
Comprehensive
4 units per month - All 25 Homes - ?

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

Lowest Fixed Fees
Sound financial resources

Score 25 *(0-25)*

Ranking 1

Total Score (0-100) 86

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Atlantic Energy Solutions

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young

Score 12 *(0-15)*

Similar Project Experience: *(10)*

500 Rehabs + Weatherization

Score 10 *(0-10)*

Approach to Work: *(50)*

20 Homes Good time line Detailed, Green
~~500 Rehab + Weatherization~~

Score ~~[illegible]~~ 45 *(0-50)*

Financial Qualifications/Cost: *(25)*

Fixed Fees

Score 15 *(0-25)*

Ranking 2

Total Score (0-100) 82

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Ruby Bldgs

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Long standing, certified, licensed
Good team

Score 15 (0-15)

Similar Project Experience: *(10)*

Demonstrates similar projects - Mostly damage repair
Not clear of extent of rehab. experience

Score 8 (0-10)

Approach to Work: *(50)*

20 Homes Good time line demonstrated - detailed
Creative

Score 40 (0-50)

Financial Qualifications/Cost: *(25)*

Fixed Fees
Sound finances
Litigation -?

Score 18 (0-25)

Ranking 3

Total Score (0-100) 81

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Woodard Construction

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Has partners & several years of experience
& credentialed

Score 15 (0-15)

Similar Project Experience: *(10)*

40 projects - Rehab.

Score 10 (0-10)

Approach to Work: *(50)*

Dedicated staff assigned
Not clear time line - 45 listing w/in first 45 days of bu-party

Score 35 (0-50)

Financial Qualifications/Cost: *(25)*

Where is the line of credit
pg 27 - Under General information
" Defendant in legal action - yes
Bankrupt in 7 yrs - yes

Score ~~##~~ 20 (0-25)

Ranking 4

Total Score (0-100) 80

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: The Center For Affordable Housing

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Extensive experience in County projects
Licensed Realtor
Question about other Credentials or Certifications of other partners

Score 15 (0-15)

Similar Project Experience: *(10)*

18 Homes / 6 Homes
7 Rental Units

Score 10 (0-10)

Approach to Work: *(50)*

Time line appears too long
~~5~~ # of Homes during this time line not specified
24 Homes

Score 30 (0-50)

Financial Qualifications/Cost: *(25)*

Fixed Fees
Sound financial support

Score 22 (0-25)

Ranking 5

Total Score (0-100) 77

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young - meets qualifications + experience

Score 12 *(0-15)*

Similar Project Experience: *(10)*

120 Renovation

Score 10 *(0-10)*

Approach to Work: *(50)*

25 Homes Green focus
Good time line - detailed

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

Fixed Fees high

Score 10 *(0-25)*

Ranking 4

Total Score (0-100) 72

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Corinthian Elders

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Certified + licensed

Score 15 *(0-15)*

Similar Project Experience: *(10)*

Demonstrates good similar project experience

Score 10 *(0-10)*

Approach to Work: *(50)*

No detailed time line - very general / Green 15 Homes in 1yr.

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

High Fixed Fees

Score 5 *(0-25)*

Ranking 7

Total Score (0-100) 70

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Allure Homes

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young Company but long term experience

Score 15 *(0-15)*

Similar Project Experience: *(10)*

175 Homes Constructed

Score 10 *(0-10)*

Approach to Work: *(50)*

Approach not detailed - very general

Score 20 *(0-50)*

Financial Qualifications/Cost: *(25)*

Fixed Fees

Score 15 *(0-25)*

Ranking 8

Total Score (0-100) 60

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: City of Sanford

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Team appears young & experience except Bldg Official who

Score 10 (0-15)

Similar Project Experience: *(10)*

No Homes

Score 8 (0-10)

Approach to Work: *(50)*

50 units-?
No realtor - will use several - will this need to be bid as other vendors, ~~time line somewhat~~ Possibly too many layers for approval

Score 25 (0-50)

Financial Qualifications/Cost: *(25)*

Fixed Fees
Litigation-?

Score 10 (0-25)

Ranking 9

Total Score (0-100) 52

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Woodward Construction

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Reyes)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Very good...

Score 15 (0-15)

Similar Project Experience: (10)

Has under taken CDBG projects in Houston TX - Will know for work there.

Score 10 (0-10)

Approach to Work: (50)

Good... The experience counts!

Score 40 (0-50)

Financial Qualifications/Cost: (25)

Good, Firm has the financial capacity and has provided a cost effective proposal.

Score 25 (0-25)

Ranking 1

Total Score (0-100) 90.0

RFP-4277-09/RTB - Neighborhood Stabilization Program (Resale)

SUBMITTAL COMPANY NAME: Ruby Builders

QUALIFICATION COMMITTEE MEMBER: R. Sosa-Lopez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Excellent: 50 years in business. 3000 residential repairs.

Score 15 (0-15)

Similar Project Experience: (10)

Documents, 3000 residential repair projects. Has worked @ SHA & HHC Housing

Score 10 (0-10)

Approach to Work: Very Good (50)

Time frames are good, does not exceed 90 days overall. el particularly like the time frames.

Score 45 (0-50)

Financial Qualifications/Cost: Good (25)

They have the financial capacity, costs and the overall average of all proposal submitted.

Score ~~20~~ 19 (0-25)

Ranking 2

Total Score (0-100) ~~90.0~~ 89.0

Changed per 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Miller Construction Services

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Qualifications of the team members that make up the joint venture are well defined.

Score 15 (0-15)

Similar Project Experience: Good... (10)

It is a joint venture - project undertaken within project parameters to meet NSP goals.

Score 10 (0-10)

Approach to Work: Excellent (50)

Very well organized, I particularly like the approach to energy efficiency. Time frames represented should work.

Score 45 (0-50)

Financial Qualifications/Cost: Good... (25)

They do have the minimum to get started. We need to know what Charles G. Williams will provide.

Score 18 (0-25)

Ranking #3

Total Score (0-100) ~~98.0~~ 88.0

Changed per 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CORINTHIAN BUILDERS, INC.

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LÓPEZ (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: EXCELLENT (15)

VERY WELL ESTABLISHED CREDENTIALS.

Score 15 (0-15)

Similar Project Experience: (10)

MULTIPLE PUBLIC SECTOR PROJECTS, VERY GOOD EXPERIENCE IN SEMINOLE COUNTY.

Score 10 (0-10)

Approach to Work: (50)

VERY WELL ORIENTED, THEY ARE THOROUGHLY FAMILIAR WITH ACQUISITION, REHAB, RESALE OF PROPERTIES

Score 40 (0-50)

Financial Qualifications/Cost: (25)

CORINTHIAN BUILDERS SEEMS TO BE WELL ENOUGH CAPITALIZED — FEE SCHEDULE IS HIGH — BUT SHOULD MATCH QUALITY OF WORK.

Score 20 (0-25)

Ranking ~~5~~ 4

Total Score (0-100) 85.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CENTER FOR AFFORDABLE HOUSING

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Good...

Score 15 (0-15)

Similar Project Experience: (10)

CAH has the experience...

Score 10 (0-10)

Approach to Work: (50)

Timeframes need adjustment and refocus. CAH might be operating over capacity.

Score ~~35~~ 0 (0-50) Changed RM 5/14/09

Financial Qualifications/Cost: (25)

Good...

Score 25 (0-25)

Ranking ~~4~~ 5

Total Score (0-100) ~~85.0~~ 8.0

NOTE: I would like to address the over capacity issue.

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Clarkson Concepts, Inc. (Resale)

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Good team approach - Good track - grounds presented.

Score 15 (0-15)

Similar Project Experience: Good... (10)

They document 120 property renovations and provide graphic examples

Score 10 (0-10)

Approach to Work: Good... (50)

They provide a very good Scope of Services They include non-profit - high profit partners.

Score 40 (0-50)

Financial Qualifications/Cost: (25)

They have the necessary line of credit. Fee Cost are high.

Score ~~15~~ 10 (0-25)

Ranking 6

Total Score (0-100) ~~80.0~~ 75.0 change 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: City of Sanford, FL

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Legal)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Credentials very well presented. Strong public sector project management team as presented.

Score 15 (0-15)

Similar Project Experience: Good... (10)

Well documented examples of public sector projects.

Score 10 (0-10)

Approach to Work: Not so, Good! (50)

Very days too long for rehab work — twenty days to complete closings total 120 days! — can be done 60-90 days

Score 25 (0-50)

Financial Qualifications/Cost: (25)

No issue w/ financials, fees costs seem high.

Score 20 (0-25)

Ranking 1

Total Score (0-100) 70.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Allure Homes, LLC

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Forty six years in home construction. Have been there in New Jersey on construction for single family homes.

Score 15 (0-15)

Similar Project Experience: Good... (10)

Thirty (30) homes in Central Florida

Score 10 (0-10)

Approach to Work: Marginal... (50)

This aspect of proposal needs strengthening — weak — all comments not getting the project management plans.

Score 25 (0-50)

Financial Qualifications/Cost: (25)

They have financing, however fee cost is above average when considering the proposal submitted.

Score 15 (0-25)

Ranking 8

Total Score (0-100) 65.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: ATLANTIC ENERGY SOLUTIONS, Inc.

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good . . . (15)

Qt E composed of different actors whose individual strengths are good. The Green aspect of ATLANTIC ENERGY SOLUTIONS.

Score 13 (0-15)

Similar Project Experience: Marginal (10)

Individual Experiences who comprise this group are all good - but does not say what will together - without example.

Score 10 (0-10)

Approach to Work: MARGINAL (50)

Proposal very convoluted, not totally clear on how the all comes together - Narrative is not confusing.

Score 25 (0-50)

Financial Qualifications/Cost: (25)

From what was presented at least I know ATLANTIC ENERGY SOLUTIONS has financing capacity - DO NOT GET THE REST OF THE TEAMS FINANCIAL POSITION for OVERALL picture.

Score 10 (0-25)

Ranking 9

Total Score (0-100) 60.0

EVALUATION RANKINGS
RFP-4277-09/RTB - Neighborhood Stabilization Program (NSP)

	Buddy Balagia	Leo Luttig	Sabirna O'Bryan	Michele Saunders	Ricardo Soto-Lopez	TOTAL POINTS	**RANKING**
The Center for Affordable Housing	3	2	2	3	2	12	**3**
Clarkson Concepts, Inc.	1	3	1	2	3	10	**2**
Miller Construction Services LLC	2	1	3	1	1	8	**1**

The Evaluation Committee agrees to short-list the following:
1. Miller Construction Services LLC
2. Clarkson Concepts, Inc.

Buddy Balagia

Ricardo Soto-Lopez

Sabrina O'Bryan

Michele Saunders

Leo Luttig

RENTAL

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CLARKSON CONCRETE

QUALIFICATION COMMITTEE MEMBER: B. BARKER

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

GOOD RELEVANT EXPERIENCE.

Score 12 *(0-15)*

Similar Project Experience: *(10)*

NICE MIX.

Score 9 *(0-10)*

Approach to Work: *(50)*

OF UNITS NOT CLEAR. WORKING W/ COMMUNITY. GOOD TEAM & PROJECTED TIMEFRAME. AGGRESSIVE SCHEDULE. EXTENSIVE USE OF MBE/WBE.

Score 45 *(0-50)*

Financial Qualifications/Cost: *(25)*

GOOD L.O.C. FEE FOR ACQ SEEMS INCONSISTENT W/ HIGHS.

Score 18 *(0-25)*

Ranking 1

Total Score (0-100) 84

RFP-4277-09/RTB - Neighborhood Stabilization Program

RENTAL

SUBMITTAL COMPANY NAME: MILLER CONST.

QUALIFICATION COMMITTEE MEMBER: B. BRUCEN

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

GOOD COLLECTIVE EXPERIENCE. SECTION J COMMENTS

Score 12 (0-15)

Similar Project Experience: *(10)*

RECENT REHABS MAY NOT BE SIMILAR TO NSP.

Score ~~8~~ 6 (0-10)

Approach to Work: *(50)*

SCHEDULE NEEDS ADJUSTING. GOOD EE COMMENTS. SCHEDULE MAY NOT BE COMPETITIVE ENOUGH.

Score 42 (0-50)

Financial Qualifications/Cost: *(25)*

GOOD L.O.C. GOOD FEE SCHEDULE.

Score 23 (0-25)

Ranking 2

Total Score (0-100) ~~84~~ 83

RENTAL

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CENTER/AFF. ASS.

QUALIFICATION COMMITTEE MEMBER: B. BALSCEIA

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

WEAK ON TIMELINESS. SUCCESSFUL PAST PROJECTS. WEAK OVERSIGHT ON SOME PAST PROJECTS.

Score 10 *(0-15)*

Similar Project Experience: *(10)*

SUCCESSFUL IDENTICAL PROJECTS IN PAST YEARS. NOT AGGRESSIVE IN CONTRACT COMPLETION.

Score 8 *(0-10)*

Approach to Work: *(50)*

NOT SURE HOW MANY UNITS THEY CAN HANDLE SIMULTANEOUSLY. PLAN OUTLINE LOOKS ACCEPTABLE. NO PRO FORMA

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

EXCELLENT L.O.C., BUT ALSO KNOWN TO HAVE CASH-FLOW PROBLEMS IN RECENT PAST. FEES SEEM ACCEPTABLE.

Score 22 *(0-25)*

Ranking 3 *Total Score (0-100)* 80

RFP-4277-09/RTB - Neighborhood Stabilization Program -Resale

SUBMITTAL COMPANY NAME: Millen Construction

QUALIFICATION COMMITTEE MEMBER: Leo Lutig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience.

Score 15 (0-15)

Similar Project Experience: (10)

Mostly $100-$300 Renovations No small projects.

Score 8 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services
HERS Energy Audit.

Score 48 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Lowest Bid.
Bid option #1 outside the +/- 15% Average.

Score 24 (0-25)

Ranking 1

Total Score (0-100) 95

Lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Center For Affordable Housing

QUALIFICATION COMMITTEE MEMBER: Leo Lutting

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

All Disciplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: *(10)*

Has Completed Similar projects for County over 15 Acq/Rehab projects in last 2 years

Score 10 (0-10)

Approach to Work: *(50)*

Good understanding of Scope of Services.

Score 45 (0-50)

Financial Qualifications/Cost: *(25)*

Meets All Financial Qualifications. 2nd Lowest Bid. 101% of Low Bid. Original Bid within +-15% of Average.

Score 24 (0-25)

Ranking 2

Total Score (0-100) 94

2nd Lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program – Resale

SUBMITTAL COMPANY NAME: Woodard Construction

QUALIFICATION COMMITTEE MEMBER: Lea Lutto

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Grant Funded small Rehab Projects - 20K or Below
Completed 7 ACQ/Rehab/Resale projects

Score 10 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services.

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets all Financial Qualifications. 3RD lowest Bid.
117% of Low Bid. Optional Bid within +/- 15% of Average.

Score 22 (0-25)

Ranking 3

Total Score (0-100) 92

3RD lowest Bid

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Ruby Builders

QUALIFICATION COMMITTEE MEMBER: LEO LUTTG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Displines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Lots of Experience w/small Renovations (100+ per year) $5-$10K

Score 8 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services. Energy Rebates Donated to County's Affordable Housing Fund.?

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Bid = 196% of Low Bid. Optional bid within +/- 15% of Average

Score 13 (0-25)

Ranking 4

Total Score (0-100) 81

RFP-4277-09/RTB - Neighborhood Stabilization Program — Resale

SUBMITTAL COMPANY NAME: Atlantic Energy Solutions

QUALIFICATION COMMITTEE MEMBER: Leo Luttig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disiplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

Has Completed similar projects For County. HHRP Rehab work.

Score 10 (0-10)

Approach to Work: (50)

Fair understanding of Scope of Services. Out of Sequence steps to timeline provided in Response. versus steps outlined in the Scope of Services.

Score 40 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Bid = 200% of Low Bid, Option #1 bid = 200% of Average. Highest Option #1 bid.

Score 10 (0-25)

Ranking 5

Total Score (0-100) 75

7

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER: Leo Lutig

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disciplines Covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

$10K - $50K Rehabs. 1-2006, 1-2007; 2-2008
Current 3 @ A total of $100K

Score 7 (0-10)

Approach to Work: (50)

Good understanding of Scope of Services

Score 47 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Bid = 252% of Low Bid. Option #1 Bid was Second Lowest.

Score 5 (0-25)

Ranking 6

Total Score (0-100) 74

RFP-4277-09/RTB - Neighborhood Stabilization Program – Resale

SUBMITTAL COMPANY NAME: Corinthian Builders

QUALIFICATION COMMITTEE MEMBER: Leo Lutting

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

All Disiplines covered. Sufficient Experience

Score 15 (0-15)

Similar Project Experience: (10)

has Completed Similar projects for County. over 10 Acq/Rehab or Rehabilitation projects in last 2 years

Score 10 (0-10)

Approach to Work: (50)

Good understanding of Scope of work

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Meets All Financial Qualifications. Highest Bid. 292% of Low Bid. Option Bid #1 within +/- 15% of Average.

Score 2 (0-25)

Ranking 7

Total Score (0-100) 72

RFP-4277-09/RTB - Neighborhood Stabilization Program - Resale

SUBMITTAL COMPANY NAME: Allure Homes

QUALIFICATION COMMITTEE MEMBER: LEO LUTTIG

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Real Estate Broker not identified in Proposal. Sufficient Construction Experience.

Score 10 (0-15)

Similar Project Experience: (10)

It appears that they have mostly worked w/new construction. in the $250 - 300K range.

Score 5 (0-10)

Approach to Work: (50)

Not all primary identified in Proposal. Realtor not specifically identified. May lead to slow start-up. No shown experience working w/marketing to low-income clients.

Score 30 (0-50)

Financial Qualifications/Cost: (25)

Meets all financial qualifications. Bid = 202% of Low Bid. Option Bid #1 was tied for lowest bid.

Score 12 (0-25)

Ranking 8

Total Score (0-100) 57

7

RFP-4277-09/RTB - Neighborhood Stabilization Program – Resale

SUBMITTAL COMPANY NAME: City of Sanford

QUALIFICATION COMMITTEE MEMBER: Leo Lutts

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

No information provided to indicate that a state licensed Residential / General Contractor or Real Estate Broker on staff. City is not actively involved in the acquisition, construction, rehabilitation, & sale of affordable homes to lower income households.

Score 0 (0-15)

Similar Project Experience: *(10)*

No comparable projects in size & complexity identified. Projects identified – $3M Community Center; $1M Gymnasium; and $15M water reclamation facility. While not identified in proposal, the Youth Build Projects are closely related to rehab work anticipated in this proposal.

Score 2 (0-10)

Approach to Work: *(50)*

Not clear in proposal on who will hire the rehab contractor – City or County. Estimated rehab time of 90 days exceeds the 60 days outlined in agreement.

Score 25 (0-50)

Financial Qualifications/Cost: *(25)*

Meets all financial qualifications. Bid = 245% of low bid. Option bid #1 was used for lowest bid.

Score 7 (0-25)

Ranking 9

Total Score (0-100) 34

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Allure Homes, LLC

QUALIFICATION COMMITTEE MEMBER: Sabina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Qualifications hard to follow but acceptable. References do not include project type, I can assume new construction. No local projects.

Score 5 (0-15)

Similar Project Experience: *(10)*

No project list or current+projected work load included in this section. Deficient as submitted

Score 0 (0-10)

Approach to Work: *(50)*

Statement of understanding of scope is included. List of vendors included. No description of how the project will be complete. No timeline. Very difficult to determine how project will be implemented

Score 20 (0-50)

Financial Qualifications/Cost: *(25)*

Line of credit demonstrated. ~~Financial affiliate is not clear~~ Fees appear to be complete - high for over sight. Overall higher than I would expect for a 15,000 renovation.

Score 15 (0-25)

Ranking 9

Total Score (0-100) 40

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Atlantic Energy Solutions, Inc.

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Byan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Qualification & experience as presented are acceptable

Score 10 *(0-15)*

Similar Project Experience: *(10)*

Unclear as to which list of projects are complete vs. underway. No statement as to the commitment of availability of staff to Sem. Co. 120 day (4 month) timeline acceptable.

Score 5 *(0-10)*

Approach to Work: *(50)*

Very good detail provided in approach to (in prior section) work. No identification of usage of small vendors. No description of experience to successfully complete the project

Score ~~35~~ 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

Profit loss & balance sheet appear to be solid. Fees are almost at high end cost of renovations.

Score 20 *(0-25)*

Ranking 8

Total Score (0-100) 75

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: The center for Affordable Housing (Single Fam.)

QUALIFICATION COMMITTEE MEMBER: Sabina O'Byrne

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Experience in line with expectations
client references included; two are for the same ~~customer~~ County.

Score 12 *(0-15)*

Similar Project Experience: *(10)*

Experience is in line with expectations for single fam. homes.
No statement about future workload.
Ref. included.

Score 9 *(0-10)*

Approach to Work: *(50)*

Slightly concerned about the timeline of 1.5 months. otherwise process presented is ok.

Score 35 *(0-50)*

Financial Qualifications/Cost: *(25)*

One year customer of bank is of slight concern.
Experience documented for single fam. + apartments is acceptable. fees are in line with what I expected

Score ~~20~~ 22 *(0-25)*

12
9
21
35
56
22
78

Ranking 7

Total Score (0-100) 78

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: City of Sanford

QUALIFICATION COMMITTEE MEMBER: Sabina O'Byon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Experience in ~~retail~~ renovations is limited, qualifications and references are sound/solid.

Score 10 *(0-15)*

Similar Project Experience: *(10)*

Examples provided are good, however they do not reflect single family housing opportunities.

Score 5 *(0-10)*

Approach to Work: *(50)*

Excellent, detailed approach to work plan project timeline is acceptable.

Score 45 *(0-50)*

Financial Qualifications/Cost: *(25)*

Re: to expected qualifications for bonding, fees appear to be high, exceed rent or actual cost.

Score 20 *(0-25)*

Ranking 6

Total Score (0-100) 80

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Clarkson Concepts (single fam.)

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Qualifications solid, multiple clients listed before & after pictures ~~[illegible]~~ provided a great visual, appropriate rehab examples included.

Score 15 (0-15)

Similar Project Experience: (10)

Meets expectations. Balance NSP with non-NSP projects. Commitment of staff & resources

Score 10 (0-10)

Approach to Work: (50)

~~[illegible]~~ Comprehensive approach including a detailed graph for time line. Small vendors used be used to complete the project. Completed more than 120 rehab projects.

Score 50 (0-50)

Financial Qualifications/Cost: (25)

Solid, however fees seem high ~~[illegible]~~ considering investment.

Score 20 (0-25)

Ranking 2

Total Score (0-100) 95

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Corinthian Builders, Inc.

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Excellent company and individual qualifications. Experience demonstrated. Strong examples.

Score 15 (0-15)

Similar Project Experience: (10)

Client listed twice. All other facets are excellent.

Score 8 (0-10)

Approach to Work: (50)

Experience with acquisition rehabilitation & resale. Will use local vendors when possible. Unclear as to timeline for each renovation.

Score 45 (0-50)

Financial Qualifications/Cost: (25)

Funding meets expectations. Fees are high in my opinion. They exceed max for rehab project.

Score 20 (0-25)

Ranking 4

Total Score (0-100) 88

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Thiller Construction Services LLC Sing Jan.

QUALIFICATION COMMITTEE MEMBER: Sabrina G Dixon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Experience acceptable as listed for residential renovations.

Score 15 (0-15)

Similar Project Experience: (10)

Similar experience is geared toward high end renovations with large budgets. However they are still residential in nature

Score 10 (0-10)

Approach to Work: (50)

Excellent approach to work, very detailed. However we are concerned about the 4 week time to completion. It seems unrealistic. Willingness demonstrated to use local vendors

Score 45 (0-50)

Financial Qualifications/Cost: (25)

No connection demonstrated between Mr. Williams and Thiller Construction. Line of credit from Bank of America ~~would have~~ should be verified as well. Fees are reasonable given the amount for rehab & costs.

Score 21 (0-25)

Ranking 5

Total Score (0-100) 85

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Ruby Builders, Inc.

QUALIFICATION COMMITTEE MEMBER: Sabrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Excellent qualifications & experience in residential rehab. Strong references provided.

Score 15 (0-15)

Similar Project Experience: (10)

Excellent examples/references provided. Meets expectations in terms of the type of res. repairs. No mention of plumbing.

Score 9 (0-10)

Approach to Work: (50)

Detailed approach to work and fair timeline associated. Commitment to use local vendors when needed. More details regarding the completion of the project would have been useful.

Score 41 (0-50)

Financial Qualifications/Cost: (25)

Financial documentation ~~was~~ provided is sound. Bond letter was very good. Fees are below the max. for the rehab project and I believe they are in line.

Score 25 (0-25)

Ranking 3

Total Score (0-100) 89

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: ~~[illegible]~~ Woodland Construction Co.

QUALIFICATION COMMITTEE MEMBER: Sebrina O'Bryan

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Sound experience. Letters of recommendation for recent customers.

Score 15 (0-15)

Similar Project Experience: *(10)*

Seven years of rehab projects for the City of WP.

Score 10 (0-10)

Approach to Work: *(50)*

Approach to work is solid and demonstrates an understanding of the scope. Local vendors listed for assistance w/project. Experienced staff demonstrated.

Score 50 (0-50)

Financial Qualifications/Cost: *(25)*

Financial statements demonstrate financial qualifications. Fees are reasonable for renovation project and are below max for rehab project construction cost.

Score 23 (0-25)

Ranking 1

Total Score (0-100) 98

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Miller Construction

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young Company

Score 13 *(0-15)*

Similar Project Experience: *(10)*

Some experience but limited

Score 8 *(0-10)*

Approach to Work: *(50)*

Sound work plan - Green focused / Creative
Ambitious - ?
Comprehensive
4 units per month - All 25 Homes - ?

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

Lowest Fixed Fees
Sound financial resources

Score 25 *(0-25)*

Ranking 1

Total Score (0-100) 86

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Atlantic Energy Solutions

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young

Score 12 *(0-15)*

Similar Project Experience: *(10)*

500 Rehabs + Weatherization

Score 10 *(0-10)*

Approach to Work: *(50)*

20 Homes Good time line Detailed, Green
~~500 Rehab + Weatherization~~

Score ~~[illegible]~~ 45 *(0-50)*

Financial Qualifications/Cost: *(25)*

Fixed Fees

Score 15 *(0-25)*

Ranking 2

Total Score (0-100) 82

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Ruby Bldgs

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Long standing, Certified, Licensed
Good team

Score 15 (0-15)

Similar Project Experience: *(10)*

Demonstrates similar projects - Mostly damage repair
Not clear of extent of rehab. experience

Score 8 (0-10)

Approach to Work: *(50)*

20 Homes Good time line demonstrated - detailed
Creative

Score 40 (0-50)

Financial Qualifications/Cost: *(25)*

Fixed Fees,
Sound finances
Litigation -?

Score 18 (0-25)

Ranking 3

Total Score (0-100) 81

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Woodard Construction

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Has partners w/ several years of experience + credentialed

Score 15 (0-15)

Similar Project Experience: *(10)*

40 projects - Rehab.

Score 10 (0-10)

Approach to Work: *(50)*

Dedicated staff assigned
Not clear time line - 45 listing after first 45 days of bid-prep

Score 35 (0-50)

Financial Qualifications/Cost: *(25)*

Where is the line of credit
pg 27 - Under General information
" Defendant in legal action - yes
Bankrupt in 7 yrs - yes

Score 20 (0-25)

Ranking 4

Total Score (0-100) 80

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: The Center For Affordable Housing

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Extensive experience in County projects
Licensed Realtor
Question about other Credentials or Certifications of other partners

Score 15 (0-15)

Similar Project Experience: *(10)*

18 Homes / 6 Homes
7 Rental Units

Score 10 (0-10)

Approach to Work: *(50)*

Time line appears too long
# of Homes during this time line not specified
24 Homes

Score 30 (0-50)

Financial Qualifications/Cost: *(25)*

Fixed Fees
Sound financial mgmt

Score 22 (0-25)

Ranking 5

Total Score (0-100) 77

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Clarkson Concepts

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young - meets qualifications + experience

Score 12 *(0-15)*

Similar Project Experience: *(10)*

120 Renovation

Score 10 *(0-10)*

Approach to Work: *(50)*

25 Homes Green focus
Good time line - detailed

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

Fixed Fees high

Score 10 *(0-25)*

Ranking 4

Total Score (0-100) 72

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Corinthian Bldrs

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Certified + licensed

Score 15 *(0-15)*

Similar Project Experience: *(10)*

Demonstrates good similar project experience

Score 10 *(0-10)*

Approach to Work: *(50)*

No detailed timeline - very general / Green

15 Homes in 1yr.

Score 40 *(0-50)*

Financial Qualifications/Cost: *(25)*

High Fixed Fees

Score 5 *(0-25)*

Ranking 7

Total Score (0-100) 70

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Allure Homes

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Young Company but long term experience

Score 15 *(0-15)*

Similar Project Experience: *(10)*

175 Homes Constructed

Score 10 *(0-10)*

Approach to Work: *(50)*

Approach not detailed - very general

Score 20 *(0-50)*

Financial Qualifications/Cost: *(25)*

Fixed Fees

Score 15 *(0-25)*

Ranking 8

Total Score (0-100) 60

Resale

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: City of Sanford

QUALIFICATION COMMITTEE MEMBER: Michele Saunders

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: *(15)*

Team appears young & experience except Bldg Official who

Score 10 (0-15)

Similar Project Experience: *(10)*

No Homes

Score 8 (0-10)

Approach to Work: *(50)*

50 units-?
No realtor- will use several- will this need to be bid as other vendors, ~~that has somany~~ Possibly too many layers for approval

Score 25 (0-50)

Financial Qualifications/Cost: *(25)*

Fixed Fees
litigation-?

Score 10 (0-25)

Ranking 9

Total Score (0-100) 52

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Woodward Construction

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Regular)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Very Good...

Score 15 (0-15)

Similar Project Experience: (10)

Has undertaken CDBG projects in Houston TX - well known for work there.

Score 10 (0-10)

Approach to Work: (50)

Good... The experience counts!

Score 40 (0-50)

Financial Qualifications/Cost: (25)

Good firm has the financial capacity and has provided a cost effective proposal.

Score 25 (0-25)

Ranking #1

Total Score (0-100) 90.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Ruby Builders (Resale)

QUALIFICATION COMMITTEE MEMBER: R. Sam-Lopez

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

Excellent: 50 YEARS IN BUSINESS. 3000 residential repairs.

Score 15 (0-15)

Similar Project Experience: (10)

Documents 3000 residential repair projects. Has worked @ SHA & HUD funding

Score 10 (0-10)

Approach to Work: Very Good (50)

Time frames are good, does not exceed 90 days overall. I particularly like the four-phases.

Score 45 (0-50)

Financial Qualifications/Cost: Good (25)

They have the financial capacity, costs and the overhead average of all proposal submitted.

Score ~~20~~ 19 (0-25)

Ranking 2

Total Score (0-100) ~~90~~.0

89.0 Changed per 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: MILLER CONSTRUCTION SERVICES

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: GOOD... (15)

QUALIFICATIONS OF THE TEAM MEMBERS THAT MAKE UP THE JOINT VENTURE ARE WELL DEFINED.

Score 15 (0-15)

Similar Project Experience: GOOD... (10)

IT IS A JOINT VENTURE - PROJECTS UNDERTAKEN WITHIN PROJECT PARAMETERS TO MEET NSP GOALS.

Score 10 (0-10)

Approach to Work: Excellent (50)

Very Well Organized, I particularly like the approach to energy efficiency. Time frames presented should be workable.

Score 45 (0-50)

Financial Qualifications/Cost: GOOD... (25)

They do have the minimum to get started. We need to know what CHARLES G. WILLIAMS will provide.

Score 18 (0-25)

Ranking #3

Total Score (0-100) 90.0 88.0 Changed per 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CORINTHIAN BUILDERS, INC.

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: EXCELLENT (15)

VERY WELL ESTABLISHED CREDENTIALS.

Score 15 (0-15)

Similar Project Experience: (10)

MULTIPLE PUBLIC SECTOR PROJECTS, VERY GOOD EXPERIENCE IN SEMINOLE COUNTY.

Score 10 (0-10)

Approach to Work: (50)

VERY WELL ORGANIZED, THEY ARE THOROUGHLY FAMILIAR WITH REGULATIONS, RETROFITS, LESSONS OF PROGRAMS

Score 40 (0-50)

Financial Qualifications/Cost: (25)

CORINTHIAN BUILDERS SEEMS TO BE WELL ENOUGH CAPITALIZED — FEE SCHEDULE IS HIGH — BUT SHOULD MATCH QUALITY OF WORK.

Score 20 (0-25)

Ranking 4

Total Score (0-100) 85.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CENTER FOR AFFORDABLE HOUSING (Resale)

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: (15)

GOOD...

Score 15 (0-15)

Similar Project Experience: (10)

CAH has the experience...

Score 10 (0-10)

Approach to Work: (50)

TIMEFRAMES NEED ADJUSTMENT AND REFOCUS. CAH MIGHT BE OPERATING OVER CAPACITY.

Score ~~35~~ 0 (0-50)

Changed RM 5/14/09

Financial Qualifications/Cost: (25)

GOOD...

Score 25 (0-25)

Ranking ~~4~~ 5

Total Score (0-100) ~~85.0~~ 8.0

NOTE: I would like to address the OVER CAPACITY ISSUE.

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: CLARKson Concepts, Inc. (Resale)

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Good team approach - Good track - grounds presented.

Score 15 (0-15)

Similar Project Experience: Good... (10)

They document 120 property renovations and provide graphic examples

Score 10 (0-10)

Approach to Work: Good... (50)

They provide a very good Scope of Services They include non-profit - for profit partners.

Score 40 (0-50)

Financial Qualifications/Cost: (25)

They have the necessary line of credit. The Cost are high.

Score ~~15~~ 10 (0-25)

Ranking 6

Total Score (0-100) ~~80.0~~ 75.0 change 5/14/09

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: City of Sanford, FL

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Legal)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good ... (15)

Credentials very well presented. Strong public sector project management team as presented.

Score 15 (0-15)

Similar Project Experience: Good ... (10)

Well documented examples of public sector projects.

Score 10 (0-10)

Approach to Work: Not so Good! (50)

Very days too long for rehab work — thirty days to complete closings total 120 days! — can be done 30-40 days

Score 25 (0-50)

Financial Qualifications/Cost: (25)

No issue w/ financials, too costs seem high.

Score 20 (0-25)

Ranking 7

Total Score (0-100) 70.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: Allure Homes, LLC

QUALIFICATION COMMITTEE MEMBER: R. Soto-Lopez (Resale)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good... (15)

Forty six years in home construction. Nineteen years in New Jersey as contractor for single family homes.

Score 15 (0-15)

Similar Project Experience: Good... (10)

Thirty (30) homes in Central Florida

Score 10 (0-10)

Approach to Work: Marginal... (50)

The aspect of proposal needs further development. It's weak - all are not getting the project management plans.

Score 25 (0-50)

Financial Qualifications/Cost: (25)

They have financing, but even the cost is above average when considering the proposal submitted.

Score 15 (0-25)

Ranking 8

Total Score (0-100) 65.0

RFP-4277-09/RTB - Neighborhood Stabilization Program

SUBMITTAL COMPANY NAME: ATLANTIC ENERGY SOLUTIONS, Inc.

QUALIFICATION COMMITTEE MEMBER: R. SOTO-LOPEZ (Risah)

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will not exceed 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

*Describe strengths, weaknesses and deficiencies to support your assessment.

Qualifications and Experience: Good . . . (15)

Q+E composed of different actors whose individual strengths are good. I like green aspect of ATLANTIC ENERGY SOLUTIONS.

Score 13 (0-15)

Similar Project Experience: Marginal (10)

Individual experiences who comprise this group are all good - but does not say that work will together - without example.

Score 10 (0-10)

Approach to Work: MARGINAL (50)

Proposal very convoluted, not totally clear on how this all comes together - Narrative is not confusing.

Score 25 (0-50)

Financial Qualifications/Cost: (25)

From what was presented at least I know ATLANTIC ENERGY SOLUTIONS has financing capacity - DO NOT GET THE REST OF THE TERMS FINANCIAL POSITION for OVERALL picture.

Score 10 (0-25)

Ranking 9

Total Score (0-100) 60.0

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY

Department of Administrative Services
Purchasing and Contracts Division
1101 East First Street, Room 3208
Sanford, FL 32771
Phone: 407-665-7116; Fax: 407-665-7956

May 29, 2009

Mr. Robert (Sherman) Yehl
City Manager
City of Sanford
P.O. Box 1788
Sanford, FL 32772-1788

Subject: Your protest email dated 05/20/09 concerning RFP-4277-09/RTB; Neighborhood Stabilization Program (NSP).

Dear Mr. Yehl:

This is in response to your protest email concerning the subject procurement. In accordance to Section 8.1538 of the Seminole County Administrative Code, the following is the Purchasing and Contracts Manager's findings and determination concerning your protest. The response addresses each of your three (3) issues as cited in your email.

- Seminole County would not be awarded the bulk of these funds absent Sanford's population. The majority of this County's low income population and at least 25% of the foreclosures are located in Sanford. Therefore it is in our best interest, as well as the County's, to assure that these funds are spent properly in Sanford. The City is in the best position to oversee this program.

Response: The NSP was an entitlement grant awarded to Seminole County as a grantee. The reasons for the RFP process were to ensure that the funds are indeed spent in accordance with proper procedures and to meet all the requirements of this program. Your comment does not relate to any of the specific evaluation criteria outlined in the RFP solicitation package. This solicitation and the monies spent under this program will reflect the City of Sanford's concerns about the significant foreclosure rate and will reflect the Sanford area as an area of significant NSP activity. The NSP program encompasses thirteen (13) targeted areas in Seminole County, some of which are located in the City of Sanford.

- The City of Sanford is in the most advantageous position both financially and with experience to successfully carry out this program. The City of Sanford has the internal systems to assure the funds are spent appropriately, in compliance with all County and Federal regulations.

Response: Based on the evaluation criteria and the proposal submitted by the City of Sanford it appears that only part of the scope of work was being proposed by the City of Sanford. The RFP process was to identify firm/agencies that could best provide the services including the rehabilitation work. The City of Sanford proposed a very high fixed fee schedule and this appeared to negatively affect the score and therefore the ranking. The timeframe of 90 days for performing the rehabilitative work exceeded the 60 day rehabilitation work period outlined in the agreement (page 8 of draft agreement). The City of Sanford did demonstrate an ability to carry out a similar program, but this program management and oversight would have been duplicating the County's oversight and program management.

- The City of Sanford is in the best position to communicate and interact with residents to administer this program. Based on our ongoing relationships with residents and various interest groups in our community, we are able to assure this program is appropriately marketed and communicated.

Response: This comment appears to relate to project management which will be performed by the Seminole County Community Development staff office. This is a responsibility of the grantee (Seminole County) to administer the program under the requirements of the NSP grant.

Based upon the above, I find that your proposal was evaluated in a proper fashion and your protest comments would not justify any reason to change the recommendation of the evaluation team. Therefore, it is my decision to reject your protest due to its lack of merit. You may appeal this decision in accordance with Section 8.1538 of the Seminole County Code. If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely,

Ray Hooper, CPCM
Purchasing and Contracts Manager

cc: Cindy Coto, County Manager
Ann Colby, Assistant County Attorney
Frank Raymond, Administrative Services Director
Michele Saunders, Community Services Director
Bob Hunter, Procurement Supervisor
Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request for Proposals: RFP-4532-09/DRR - Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
Award RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake to Reiss Engineering Inc., Orlando, Florida, for the Estimated Term Usage of $2,000,000.00 over the term of the Agreement.

County-wide Ray Hooper

BACKGROUND:

RFP-4532-09/DRR will provide for the services of a qualified Project Construction Manager for the Seminole County Regional Water Treatment Facility at Yankee Lake project. The water treatment facility will extract water from the St. John's River and treat it to meet reclaimed water standards. The solicitation package included a request for the submission of hourly rates based upon an estimated amount of the hours that may be required to perform these services.

The project was publicly advertised and the County received nine (9) responses (listed in alphabetical order):

- AECOM
- Altran Solutions
- Jacobs Project Management Co.
- Parsons Water & Infrastructure, Inc.
- Post, Buckley, Schuh & Jernigan, Inc.
- Professional Engineering Consultants, Inc.
- PMA Consultants, LLC
- Reiss Engineering, Inc.
- URS Corporation

The Evaluation Committee consisting of Joe Forte, Deputy County Manager and Acting Environmental Services Director; Carol Hunter, Principal Engineer; Bob Briggs, Sr. Financial Manager; and Gary Rudolph, Utilities Manager, all from the Environmental Services Department and Lee Shaffer, Principal Engineer from the Planning and Development Department, evaluated the submittals and agreed to short-list four (4) firms: AECOM of Orlando, Florida; Jacobs Project Management Co. of Orlando, Florida; Parsons Water &

Infrastructure, Inc. of Tampa, Florida; Reiss Engineering, Inc. of Orlando, Florida. The Evaluation Committee conducted telephone interviews with these firms giving consideration to the following criteria:

- Personnel / Project Team
- Additional Resources
- Project Approach
- Similar Project Experience
- Fee Schedules submitted in the original Proposals

The Evaluation Committee recommends award of the Agreement to Reiss Engineering, Inc. of Orlando, Florida. The term of the Agreement will be until thirty (30) calendar days after the County's Final Acceptance of the associated construction project (CC-4623-09/DRR - Seminole County Regional Water Treatment Facility at Yankee Lake). This construction project is estimated to be of a duration of two (2) years. The backup documentation includes the Tabulation Sheet, the Evaluation Summary Sheet, the Telephone Interview Summary Sheet and Scoring Sheets.

Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis and shall be based on the hourly rates as provided within their proposal. Funds are available in Yankee Lake Surface Water Plant (Account #087817.560650, CIP# 00181601).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-4532-09/DRR - Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake to Reiss Engineering Inc., Orlando, Florida, for the Estimated Term Usage of $2,000,000.00 over the term of the Agreement.

ATTACHMENTS:

1. RFP-4532-09_DRR - Backup Documentation
2. RFP-4532-09_DRR - Award Agreement (Reiss)

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PROPOSAL NUMBER: **RFP-4532-09/DRR**
PROJECT TITLE: Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake

BID OPENING DATE: June 3, 2009 at 2:00 P.M. Eastern

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	AECOM **320 E South St** **Orlando FL 32801** **A. Thomas Brown** **407-425-1100 (Phone)** **407-422-3866 (Fax)**	**Altran Solutions** **1061 S. Sun Drive #1025** **Lake Mary FL 32746** **Rohan Berry** **321-363-4933 (Phone)** **321-363-4936 (Fax)**	**Jacobs Project Management Co.** **1000 Legion Place, Ste 1400** **Orlando FL 32801** **Joseph Mastrucci** **407-514-1400 (Phone)** **407-514-1499 (Fax)**	**Parsons Water & Infrastructure Inc** **4925 Independence Pkwy, Ste 120** **Tampa FL 33634-7540** **Ron Armstrong** **813-933-4650 (Phone)** **813-930-7332 (Fax)**
Acknowledge addenda (4)	Yes	Yes	Yes	Yes
Conflict of Interest	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
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes
Proposed Fee*	$1,811,160.00	$1,650,780.00	$2,137,020.00	$1,897,100.00

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Post, Buckley, Schuh & Jernigan, Inc Dba PBS&J 482 S Keller Rd Orlando FL 32810-6101 Kevin P Callahan 407-647-7275 (Phone) 407-838-1601 (Fax)	**Professional Engineering Consultants Inc 200 E Robinson St, Ste 1560 Orlando FL 32801 Kenneth R Hooper 407-422-8062 (Phone) 407-849-9401 (Fax)**	**PMA Consultants LLC 4901 Vineland Rd, Ste 330 Orlando FL 32811 Richard J McAfee 407-351-7016 (Phone) 407-351-7036 (Fax)**	**Reiss Engineering Inc 12001 Research Pkwy, Ste 228 Orlando FL 32826 Gary J Revoir II 407-679-5358 (Phone) 407-679-5003 (Fax)**
Acknowledge addenda (4)	Yes	Yes	Yes	Yes
Conflict of Interest	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
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records Law	Yes	Yes	Yes	Yes
Proposed Fee*	$1,669,476.30	$1,990,100.00	$1,857,160.00	$1,570,010.00

ITEM DESCRIPTION	Response #9			
	URS Corporation 315 E Robinson St, Ste 245 Orlando FL 32801 Richard Larson 407-481-8933 (Phone) 407-481-8834 (Fax)	**Blank**	**Blank**	**Blank**
Acknowledge addenda (4)	Yes			
Conflict of Interest	Yes			
Americans w/Disabilities Act	Yes			
Drug-Free Workplace Form	Yes			
Public Entity Crimes Form	Yes			
W-9	Yes			
Compliance w/ Public Records Law	Yes			
Proposed Fee*	$1,917,225.00			

*Proposed Fees are based on the estimated hours and labor categories provided in the solicitation documents.

Tabulated by Diane Reed, CPPB, Senior Procurement Analyst
(Posted by Diane Reed on June 5, 2009 @ 12:00 pm Eastern)

Evaluation Meeting: June 8, 2009 @ 9:30 am EST. 500 W Lake Mary Blvd, Reflections Plaza, Environmental Services Large Conference Room, Sanford, FL 32773
Short-listed Firms: AECOM, Jacobs Project Management Co., Parsons Water & Infrastructure Inc., Reiss Engineering Inc. (posted by D. Reed, June 8, 2009 @ 3:00pm)
Telephone Interviews June 10, 2009, AECOM 1:00 pm; Jacobs Project Management Co., 1:30pm; Parsons Water & Infrastructure Inc 2:00pm; Reiss Engineering Inc., 2:30pm.
Criteria and Weights: Personnel/Project Team 25%; Fee Schedule 25%; Additional Resources 20%; Similar Project Experience 15%; Project Approach 15%

Recommendation of Award: Reiss Engineering Inc. (posted by D. Reed June 11, 2009 @ 10:00 am)

BCC Agenda Date: June 23, 2009

EVALUATION RANKINGS
RFP-4532-09/DRR - Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake

	C. Hunter	J. Forte	B. Briggs	G. Rudolph	L. Shaffer	*TOTAL POINTS*	RANKING
AECOM	4	2	2	2	1	*11*	2
ALTRAN SOLUTIONS	9	8	9	9	9	*44*	9
JACOBS PROJECT MANAGEMENT CO	3	4	1	3	6	*17*	3
PARSONS WATER & INFRASTRUCTURE INC	2	5	5	4	2	*18*	4
PBS&J	5	3	7	6	5	*26*	6
PROFESSIONAL ENGINEERING CONSULTANTS INC	7	7	6	8	7	*35*	7
PMA CONSULTANTS LLC	6	6	4	5	4	*25*	5
REISS ENGINEERING INC	1	1	3	1	3	*9*	1
URS CORPORATION	8	9	8	7	8	*40*	8

The Evaluation Committee approves the short-listed top 4 ranked firms for Telephone Interviews.
Reiss Engineering
AECOM
Jacobs Project Management Co
Parsons Water & Infrastructure Inc

Carol Hunter

Joe Forte

Bob Briggs

Lee Shaffer

Gary Rudolph

INTERVIEW RANKINGS
RFP-4532-09/DRR - Construction Management Services for Seminole County Regional Water Treatment Facility at Yankee Lake

	C. Hunter	J. Forte	B. Briggs	G. Rudolph	L. Shaffer	*TOTAL POINTS*	RANKING
AECOM	3	2	3	3	3	*14*	3
JACOBS PROJECT MANAGEMENT CO	4	4	4	4	4	*20*	4
PARSONS WATER & INFRASTRUCTURE INC	2	3	2	2	2	*11*	2
REISS ENGINEERING INC	1	1	1	1	1	*5*	1

The Evaluation Committee recommends award of the RFP to: Reiss Engineering Inc

Carol Hunter

Joe Forte

Bob Briggs

Lee Shaffer

Gary Rudolph

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

Cost May
Ted Bh Long
Cae Long ...

QUALIFICATION COMMITTEE MEMBER: Briggs

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

Dan on site 100% of the project. Also licensed architect. Dan Ted & Carol 100% 20 years exp. Daily Lead Certified, FL exp is broad

Score 82 (0-100)

Criteria: **Fee Schedule (25%)**

$1,811,160.00

Score 87 (0-100)

Criteria: **Additional Resources (20%)**

None cited as additional needs

Score 100 (0-100)

Criteria: **Project Approach (15%)**

- Communication - planning plan
- responsibilities clearly defined
- cost control - recognizing industry schedule overruns
- missed specific environmental/permit impacts.

Score 75 (0-100)

Criteria: **Similar Project Experience (15%)**

Architect licensed person is in the organization but not the key staff team. Would be management role. Does well in the other categories

Score 90 (0-100)

Total Score 87 **(0-100)**

Rank 3

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Bragg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

local team 90K employees. Long experience for dedicated staff

Score 92 (0-100)

Criteria: **Fee Schedule (25%)**

$2,137,020.00

Score 73 (0-100)

Criteria: **Additional Resources (20%)**

Will need to add $289K to the bid

Score 90 (0-100)

Criteria: **Project Approach (15%)**

out of 3 for staff cost deductions only. Communication & demonstrated knowledge of Hurricane Katrina impacts. Good discussion of our constraints

Score 90 (0-100)

Criteria: **Similar Project Experience (15%)**

No recent other than original similar Tampa Bay Water addition info on environmental permitting.

Score 93 (0-100)

Total Score 86.7 **(0-100)**

Rank 4

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Brigel

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

local resources dedicated to the project either in Orlando or Tampa. Handles all types of work required for YL program. Discussed 4 different work sites that will be going simultaneously

Score 87 (0-100)

Criteria: **Fee Schedule (25%)**

$1,897,100.00

Score 83 (0-100)

Criteria: **Additional Resources (20%)**

None

Score 100 (0-100)

Criteria: **Project Approach (15%)**

Extensive discussion on environmental challenges w/ species as well as on the impacts from dewatering and the erosion/control structures

Score 82 (0-100)

Criteria: **Similar Project Experience (15%)**

Pinellas pipeline very complicate YL case as engineer called work from NY. Tampa Bay Water & Altoplus so familiar as well

Score 87 (0-100)

Total Score 87.85 **(0-100)**

Rank 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Briggs

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

All local key resources dressed strong committed to the success of the project. Full company allocation is available if needed as part of depth of Reiss in Master Planning Groundwater

Score 82 (0-100)

Criteria: **Fee Schedule (25%)**

$1,570,010.00

Score 100 (0-100)

Criteria: **Additional Resources (20%)**

None

Score 100 (0-100)

Criteria: **Project Approach (15%)**

Demonstrated knowledge of Seminole water quality and how the facilities must be operated to manage in water quality. Demonstrated a thorough knowledge of how it would be sequenced.

Score 92 (0-100)

Criteria: **Similar Project Experience (15%)**

CH2M w/ Carollo in proximity to the Y/L. Recording past track of specialty contractors. Very good discussion. Schedule is very optimistic

Score 85 (0-100)

Total Score 92.05 **(0-100)**

Rank 1

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

Good relationship with County 20yrs exp. Performed work at YL. Communication, responsibility, cost control
3 people on site 100%
web base doc, expediter weekly meetings calls
70% AECOM 30%

Score 93 (0-100)

Criteria: **Fee Schedule (25%)**

$1,811,160.00

Score 87 (0-100)

Criteria: **Additional Resources (20%)**

Additional staff if necessary - concur with proposal
All included in proposal no additional charge

Score ~~90~~ 93 (0-100)

Criteria: **Project Approach (15%)**

Life Air water
turbidity, work hours quality of Life.

Score 90 (0-100)

Criteria: **Similar Project Experience (15%)**

long lead times is critical to schedule path
procurement
workplan
operations personell working at plant
member present for start up.

Score 90 (0-100)

Total Score 91.6 **(0-100)**

Rank 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

Communication is key
PE, CM + admin 100% on site
2 week, monthly progress
others on call

Score 87 (0-100)

Criteria: **Fee Schedule (25%)**

$2,137,020.00

Score 73 (0-100)

Criteria: **Additional Resources (20%)**

10% magnitude $ 289 K

Score 90 (0-100)

Criteria: **Project Approach (15%)**

Manatees Scrub Jay turbidity wetlands

Score 87 (0-100)

Criteria: **Similar Project Experience (15%)**

Tampa Activlo - changes in water throughout the year.
Start up planning
Looks at lifestyles of scrub Jays

Score 87 (0-100)

Total Score 84.1 **(0-100)**

Rank 4

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

100% on site plus admin assist.
Single point of contact local resources
Ecology is large firm worked in Cal, Tx + NY.

Score 90 (0-100)

Criteria: **Fee Schedule (25%)**

$1,897,100.00

Score 83 (0-100)

Criteria: **Additional Resources (20%)**

No additional Staff beyond categories no additional costs

Score ~~95~~ 93 (0-100)

Criteria: **Project Approach (15%)**

Scrub Jay - snakes, Black bear, manatees owls eagles
Dewatering trench, erosion control
wetland crossing

Score 95 (0-100)

Criteria: **Similar Project Experience (15%)**

40 miles of pipe grouted water intrusion
erosion control - sheet piling dewatering turbidity
Marine Const. - Sediment cap
Start up should be planned at the beginning

Score 93 (0-100)

Total Score 90.05 **(0-100)**

Rank 3

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: FORTE

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

CM, Sen. Insp + Admin 100%
Insp. staff 30 min. away Specialty Insp. available

Score 95 (0-100)

Criteria: **Fee Schedule (25%)**

$1,570,010.00

Score 100 (0-100)

Criteria: **Additional Resources (20%)**

No additional cost - will discuss if Scope of const. changes

Score 93 (0-100)

Criteria: **Project Approach (15%)**

Manatees - environmental location Black bear
BMP
Scrub Jay territory Preserve Land Avoid certain times for breeding activity

Score 93 (0-100)

Criteria: **Similar Project Experience (15%)**

Sanford Actflo - Seasonal discharge line
prescreen is critical Closing chemicals
Range line
Shop drawing reviews
experience & coordination.

Score 95 (0-100)

Total Score 95.55 **(0-100)**

Rank 1

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

200 YRS OF EXPERIENCE 70% AECOM 30% ALL COMP.
HAVE WORKED TOGETHER ON NUMEROUS PROJECTS
LAST PROJECT ABOUT ONE YEAR AGO.

Score 85 (0-100)

Criteria: **Fee Schedule (25%)**

$1,811,160.00

Score 87 (0-100)

Criteria: **Additional Resources (20%)**

HAVE IF NEED CONCUR WITH what we have provided.
INDICATED NO ADDITIONAL HOURS REQUIRED.
WILL be proactive with good communication on all issue's
including backup MATERIAL.

Score 95 (0-100)

Criteria: **Project Approach (15%)**

1) COMMUNICATION WEEKLY MTGS
2) RESPONSIBILITIES AND ACTIVE IN IDENTIFYING FLAWS
3) COST ACCOUNTABILITY.
ENV. ISSUES, WATER / AIR / LIFE PERMIT COMPLIANCE
* MISSED SCRUB JAY / NEWELL BRAND / ENDANGERED SPECIES.

DIVISION in PALM CITY WITHIN THE ORGANIZATION

Score 80 (0-100)

Criteria: **Similar Project Experience (15%)**

THE COMPANY HAS ACTIFLOW DESIGN / INSTALL EXPERIENCE
Lessons learned ① Key - Long Lead items - critical PATH ITEMS
② PROCUREMENT PRE PURCHASE OF EQUIPMENT ③ BARGE TRAFFIC - BILLINGS
ILLEGALLY DUMPED CLEAN ④ OPERATIONS NOT IMPACTED - INVITED TO MEETINGS.
will have someone from Actiflow startup
at no additional costs from OCCHOBEE JOB.

Score 90 (0-100)

Total Score 87.5 **(0-100)**

Rank 3

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

LOCAL TEAM / MANAGEMENT / ARCADIS / J WISENANT WORKED W/W FACILITIES ALL HIS CAREER.
CON + ADM SUPPORT + CIVIL INSPECTION 100% OF TIME.
WORKING WITH ARCADIS AT PRESENT. NOT SURE IF THEY ARE WATER RELATED.
DAVE P. TO BE INVOLVED ON A REGULAR BASIS. PERMITTING / CONSTRUCTION / DESIGN

Score 90 (0-100)

Criteria: **Fee Schedule (25%)**

$2,137,020.00

Score 73 (0-100)

Criteria: **Additional Resources (20%)**

LOCAL RESOURCES NEEDED/USED ONLY WHEN REQUIRED.
10% OF COSTS – THEY WOULD BE ADDITIONAL COSTS TO US.

NO CONCERNS WITH MAKE UP DOCUMENTATION OR ADDITIONAL COSTS FOR PROVIDING DATA.

Score 95 (0-100)

Criteria: **Project Approach (15%)**

WORKING ON ACTIVE W/W SITE
SCRUB JAY HABITATE – TURBIDITY – MANATEE'S
COMMUNICATION IS KEY. KICKOFF MTG TO REVIEW ALL ASPECTS OF PROJECT. WEEKLY + MONTHLY MTG'S. PRIMAVERA + EXPEDITION
3 ENV. ISSUES – ① MANATEE ② TURBIDITY ③ SCRUB JAY HABITAT
④ WETLANDS – COMMUNICATION WITH STAFF.

Score 90 (0-100)

Criteria: **Similar Project Experience (15%)**

TAMPA BAY WATER – Actiflow Lessons learned – H_2O QUALITY CHANGES – EDUCATION START UP PLANNING – ALL CONNECTIONS INSTALLED. (PIGING EXP) WORK AROUND PERMITTING REQUIREMENTS – COMMUNICATE WITH PERMITTING PERSONNEL.

Score 90 (0-100)

Total Score 86.75 **(0-100)**

Rank 4

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

READY TO GO – LOCAL RESOURCES – RON ARMSTRONG FROM TAMPA ~~WILL WRITE PRO.~~ ENV. + ECOLOGY – HAVE NOT WORKED WITH THEM IN FLORIDA. WORKED IN CALIF. TOGETHER. FEB.

Score 90 (0-100)

Criteria: **Fee Schedule (25%)**

$1,897,100.00

Score 83 (0-100)

Criteria: **Additional Resources (20%)**

NO USE OF ADDITIONAL STAFF. NO ADDITIONAL COSTS. ISSUES I + II CAN SAVE 10% ON THESE.

Score 95 (0-100)

Criteria: **Project Approach (15%)**

COMPLEX PROJECT 4 SIDES – Dewatering – PROTECTION SPECIES SCHEDULE MANAGEMENT. SEQUENCING TO SAVE TIME. REDUCE RISKS – COST CONTROL – MAYBE CHANGE ORDERS – RESOLVE DISPUTE AT LOWEST LEVEL. IF CAN'T BE SOLVED IN FIELD WILL BE STEPPED UPWARD. PARTNER WITH TEAM. PROJECT MANAGEMENT TEAM.

Score 95 (0-100)

+ 3 ENV. ISSUES. START WITH TRAINING ① Sensitive SPECIES Scrub Jay Snake Blue Bears. Gopher Tortoise ② DEWATERING / EROSION & SEDIMENTATION CONTROLS. ③ WETLAND ISSUES. Re vegetation.

Criteria: **Similar Project Experience (15%)**

+ BILL CRAMPER – Dewatering issues.
BILL GRAY – EROSION CONTROLS – PROTECT WETLANDS –
RON ARMSTRONG – WORKED ACTIFLOW AT TAMPA BAY – Commissioning and STARTUP PLAN.
DAVE CRAWLEY – TURBIDITY ISSUES ON RIVER.
X X – O+M MANUALS – START UP PLAN.

Score 93 (0-100)

Total Score 90.45 **(0-100)**

Rank 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Gary Rudolph

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

LOCAL TEAM BASED IN CENTRAL FLORIDA - 30 minute DRIVE CPH TEAM. Delivered in the past. LOCAL EXP. ACTIFLOW FACILITY AT SANFORD. TEAM TRUST. COORDINATION - TEAM WORK.

Score 95 (0-100)

Criteria: **Fee Schedule (25%)**

$1,570,010.00

Score 100 (0-100)

Criteria: **Additional Resources (20%)**

LOOKED AT SCOPE - NO ADDITIONAL COSTS - IF SCOPE CHANGES WE WOULD HAVE TO LOOK IF FEE CHANGE REQUIRED. INCLUDES ALL MEMBERS OF TEAM

Score 95 (0-100)

Criteria: **Project Approach (15%)**

TEAM WORKING TOGETHER TODAY IN SANFORD. PRESIDENTS OF BOTH TEAMS AT MEETING AND DISCUSSED TEAMWORK. WORKING STIMULUS MONEY (SANFORD) MOVING WORK. BUILD TEAM WORK - ENV. ISSUES. ① Sensitive ENV. LOCATIONS SCRUBBERS/BERMS/BMP's MANATEE - SEMINAR ON THEM

Score 95 (0-100)

Criteria: **Similar Project Experience (15%)**

Actiflow at Sanford. TWO 4 MGD TRAINS QUALITY OF WATER CHANGES. INTAKE STRUCTURE - SEAWALL CONSTRUCTION PRE SCREEN CRITICAL - DOSAGE CRITICAL - SAND SIZE - SENSITIVE TO SIZE. RANGELINE PROJECT. multiple contractors + subs. Port St. Lucie.

Score 95 (0-100)

Total Score 96.25 **(0-100)**

Rank 1

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Carol HUNTER

1) COMMUNICATION PLAN
2) RESPONSIBILITY (TOTAL PLAN)
3) COST CONTROL
(ACTIFLO PLANT PROJ & INFL - CONTRACTOR)

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)** 100%

Tommy Brown – District V.P. A) 3 Personnel – Dan (CM), Carolyn (Proj. Cont), Ted Holmes (Inspections)
Keith C.
Dan A.
Norm A.
Richard C. – SCADA

OTHER – WEB BASE & EXPEDITING WKLY CONF CALL
– 100%
B) 70% AECOM & 30% DICK CORPORATION DEER ISLAND WATER CONSORT II
MIKE HOWLE – BIOLOGIST 1 YEAR AGO COURTHOUSE

Score 80 (0-100)

Criteria: **Fee Schedule (25%)**

$1,811,160.00

Score 87 (0-100)

Criteria: **Additional Resources (20%)**

IF NECESSARY – HAVE BUT
CONCUR W/ LABOR CATEGORY LISTED – NOT APPLICABLE
ENVIRONMENTALIST FALL WITHIN INSPECTION CATEGORY
ALL ACCOMODATED IN ORIGINAL ESTIMATE
ACTIFLO RESOURCE INCLUDED

Score 90 (0-100)

Criteria: **Project Approach (15%)**

IMPACT AIR QUALITY
" LIFE
" WATER QUALITY
RIVER TRAFFIC
PROTECT GENERAL IMPACT

Score 60 (0-100)

Criteria: **Similar Project Experience (15%)**

LONG LEAD ITEMS – CRITICAL PATH
PROCUREMENT – PREPURCHASE
~~[illegible]~~
OPERATIONS PERSONNEL – INVITE KEY MTGS
ACTIFLO PROCESS – INDIVIDUAL START UP FROM OKOLOHOSEE OFFICE

Score 70 (0-100)

Total Score 79.25 **(0-100)** **Rank** 3

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)** (Jimmy)

JERRY
JIMMY W.
DAVE P.
PAUL S.
DAVID A.
JOE

LOCAL TEAM/RESOURCES — INSPECTION TEAM TAILORED TO ACTIVITIES
CONSTRUCTION/PM — CM & ADMIN & ~~HEP~~ CIVIL 100% —
KICK OFF MTG — EXPEDITION – DOC. CONTROL
MONTHY MTG — JACOBS/ARCADIS – TOGETHER ON TAMPA BAY & EVERGLADES
DAVE P. WORK PLAN & ISSUES AS THEY RISE

Score 80 (0-100)

Criteria: **Fee Schedule (25%)**

$2,137,020.00

Score 73 (0-100)

Criteria: **Additional Resources (20%)**

(JERRY) Approx – 10% MAGNITUDE ≈ $290K ADDITIONAL AS NEEDED

Score 60 (0-100)

Criteria: **Project Approach (15%)**

(DAVE P.)
1) MANATEE (RIVER WORK)
2) TURBIDITY IN RIVER – PILE DRIVING
3) SCRUB JAY ~~HABITAT~~ WETLANDS WORK
4) WORKING IN WETLANDS

Score 100 (0-100)

Criteria: **Similar Project Experience (15%)**

(JIMMY) TAMPA BAY – ACTIFLO – OPTIMIZING – WATER QUALITY SEASONAL VARIATIONS
ENVIRONMENTAL PERMITS MONITORING
ADVANCE START UP PLANNING
EARLY PLANNING

Score 90 (0-100)

Total Score 76.75 **(0-100)**

Rank 4

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Carol HUNTER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

TAMPA — ORLANDO OFFICE

RON JOHN RICK

STRONG CM @ RISK HISTORY — RICK C. & BILL 100% W/ ADMIN

MARINE & INTAKE WORK — OTHER INSPECTORS AS NEEDED

PROT MGMT PLAN

ENV. ECOLOGY / ENVIR. — ALL OTHERS PARSONS EMPLOYEE

Score 90 (0-100)

Criteria: **Fee Schedule (25%)**

$1,897,100.00

Score 83 (0-100)

Criteria: **Additional Resources (20%)**

DO NOT UTILIZE ADDITIONAL STAFF

PROPOSE

COULD REDUCE RFP HOURS

Score 90 (0-100)

Criteria: **Project Approach (15%)**

(DAVE) ENV. ECOLOGY

ENVIRONMENTAL TRAINING BEFORE — 1) SPECIFIES – MANATEE, SCRUB JAY, INDIGO SNAKE, GOPHER TORT

3) WETLAND CROSSING — 2) TRENCH DEWATERING / INTAKE STRUCT.

CURRENT TECH. FOR CROSSING — EROSION CONTROL STRUCT.

RESTORATION / REVEGITATION — MAINT OF "

TURBIDITY NO MIXING ZONE

Score 90 (0-100)

Criteria: **Similar Project Experience (15%)**

RICK → SOUTH CROSS BAYOU – NON CONFORMANCE TO CONTRACTOR

CAREFUL PREP TO PROTECT

BILL → LAS VEGAS EROSION CONTROL – TURBIDITY

RON → TAMPA BAY – AUTIFLO – COMMISSIONING PLAN BY CONTRACTOR

DAVE → TURBIDITY LEVELS IN RIVER

JOHN → START UP PLANNING EARLY ON

Score 90 (0-100)

Total Score 88.25 **(0-100)** **Rank** 2

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Carol Hunter

Describe strengths, weaknesses and deficiencies to support your assessment.

GARY
JIM
MARK
DAVID
CHARLEY
AMY
ROCCO

Criteria: **Personnel / Project Team (25%)**

LOCAL PRESENCE — CM. / Insp. ROCCO / ADMIN = 100%

MARK — COORDINATOR — PROJ. PORTAL — QUICK RESPONSE SERVICES

RECENT WORK HISTORY

REISS – CPH ⇒ CITY SANFORD – PIPE REPLACEMENT PROJ.

MODELING – REISS

PLANNING – CPH

DESIGN/CM – CPH & REISS

Score 95 (0-100)

Criteria: **Fee Schedule (25%)**

$1,570,010.00

Score 100 (0-100)

(JIM ROBERT)

Criteria: **Additional Resources (20%)**

NO ADDITIONAL FEE

REP HOURS/CATEGORY SUFFICIENT FOR SCOPE

Score 95 (0-100)

(AMY)

Criteria: **Project Approach (15%)**

SANFORD MANATEE ISSUES — 1) SENSITIVE BLK BEAR / AQUATIC PROB.

MARINA SCRUB JAY TIME FRAME — SCRUB JAY ; BMP MANATEE

STATE WATER QUALITY — SEMINAR FOR CONTRACTOR ON MANATEE

Score 95 (0-100)

(CHARLEY)

Criteria: **Similar Project Experience (15%)**

SAND SIZE PRESCREEN CRITICAL / DOSAGE RATE / JAR TESTING

CITY SANFORD – ALTIFID — WATER QUALITY CHANGE OVER TIME

" " MARINA — JOHNSON'S SCREEN

RANGELINE – R.D. FACILITY – 5 MI SEWER

GREENFIELDS — 2 MI RECLAIM

COORDINATION / PEOPLE = WORK COMMUNICATION CORD COMMITMENT

Score 95 (0-100)

Total Score 96.25 **(0-100)**

Rank 1

committed team
both firms are local

high profile project
local experience in water treatment on St. Johns (Sanford)

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Reiss Engineering Inc

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

Ron Curtis } 100% Mark will coordinate all disciplines. They will respond quick
Rocco
Admin Assist
Robert Reiss & David w/ CPH they are currently working together in Sanford re: water line replacements

Score 92 (0-100)

Criteria: **Fee Schedule (25%)**

$1,570,010.00

Score 100 (0-100)

Criteria: **Additional Resources (20%)**

they have reviewed scope & they don't see any changes on this project re personnel t/or scope

Gary's follow-up re: backup for

Score 90 (0-100)

Criteria: **Project Approach (15%)**

Amy – similar exp. on Wekiva & Sanford 3 keys – sensitive
scrub jay BMP's will be key US Fish & Wildlife procedure
manatee wildlife water quality is key issue
black bears Manatee seminar for contractors

Score 85 (0-100)

Criteria: **Similar Project Experience (15%)**

Sanfords active flow project 8 MGD – quality of water has changed drastically over time. They have familiarity w/ all local permitting. Pre-screening and chemical dosing are critical
Sand grain size is also critical in active flow process.
30 MGD RO system w/ 3 reuse mains.

Score 87 (0-100)

Total Score 91.8 **(0-100)** **Rank** 1

experience w/ sub-contractors re: wetland construction methods
Carol asked if they could work on project where they did not do design.

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

Ron recognize the need for project. fresh objective look

SUBMITTAL COMPANY NAME: Parsons Water & Infrastructure Inc.

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Describe strengths, weaknesses and deficiencies to support your assessment.

John - excited because first project of its scope

Criteria: **Personnel / Project Team (25%)**

Project management plan that addresses marine, intake challenges - wetlands, access, dewatering, sensitive species

John W > 25 years

Rick > 30 years schedule management

construction sequencing is key avoid claims

Bill Gray > 30 years manage risks cost control resolve disputes @ lowest level

Rick, Bill & admin 100% instrumentation people later Joe had follow-up what if they can't

other insp as needed

Score 87 (0-100)

Criteria: **Fee Schedule (25%)**

$1,897,100.00

Score 83 (0-100)

Criteria: **Additional Resources (20%)**

No additional staff needed. Senior staff is so experienced.

Inspection hours in RFP is adequate, probably 10% less

Score 90 (0-100)

Criteria: **Project Approach (15%)**

1) Dave - Sensitive they like to be ahead of curve w.r.t. species concerns

black bear manatees

scrub jay

turtles 2) dewatering properly - erosion & sediment control

3) wetlands issues & appropriate construction methods insp. daily

Score 90 (0-100)

Criteria: **Similar Project Experience (15%)**

good

Rick - 40 miles South Cross Bayou project dewatering problem had to be solved

Bill - Las Vegas - wetland exp similar to this project

Ron - Tampa Bay which is active flow project similar to this

Dave - marine type project in Oregon address turbidity and fish habitat

John - start start-up plan early in process

Score 90 (0-100)

Total Score 875 **(0-100)**

Rank 2

Keith, Dan, Norm, Tommy Brown

See p 21

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

Safety
Env.
Communication

SUBMITTAL COMPANY NAME: AECOM

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

they ~~st~~ mentioned all personnel from p 21 of their proposal

Keith 70% AECOM
30% Dick Corp

They have worked together >4 times

~~[illegible]~~ 3 on site at all times Dan Ted & Carol-Anne

~~They have~~

Score 90
(0-100)

Criteria: **Fee Schedule (25%)**

$1,811,160.00

Score 87
(0-100)

Criteria: **Additional Resources (20%)**

They have additional resources and N/A Insp. I will do environmental

Gary brought up changes
They would include Diane & Env. Services
Carol

Score 88
(0-100)

Criteria: **Project Approach (15%)**

written plan
meetings weekly written report monthly
cost control
~~dust~~

Dan life, water & air
dust & noise
turbidity, manatees
hours, quality of life

Score 85
(0-100)

Criteria: **Similar Project Experience (15%)**

they show on 19 & 20 4 key lessons learned

1) long lead items
2) procurement
3) piles will come up river
4) prior to experience via barge

operations personnel will be invited to meetings

Carol had start-up question and no additional fee

Score 80
(0-100)

Total Score 86.6
(0-100)

Rank 3

TELEPHONE INTERVIEWS

RFP-4532-09/DRR – Construction Management Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

SUBMITTAL COMPANY NAME: Jacobs Project Management Co.

QUALIFICATION COMMITTEE MEMBER: Lee Shaffer

Jerry Phillips local team recognized difficult parts of project

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Personnel / Project Team (25%)**

have joined w/ Arcadis

Jim responded with pp 2-8 & 2-12 team tailored to needs at time Key to success is communication. Keep Carol, eng & plant personnel. Will establish comm w/ all parties. Scheduled meetings throughout construction. Written reports. ~~Jimmy will~~ Jim ~~did not provide answer~~ said he & admin person & civil insp 100% meeting schedule would ~~that~~ vary Dave starts off a few hours per week & will pick up.

Score 80 (0-100)

Criteria: **Fee Schedule (25%)**

$2,137,020.00

Score 73 (0-100)

Criteria: **Additional Resources (20%)**

they called Carol Dirne and interpted.
guess 10% max. extra hours which would be added to contract
they were kind of vague

Score ~~78~~ 78 (0-100)

Criteria: **Project Approach (15%)**

Dave - 1) manatees
2) turbidity 0% increase
3) scrub jay habitat
4) wetlands

Jimmy - got involved after something went wrong. Kick-off meeting is best time to cover environmental

Score 80 (0-100)

Criteria: **Similar Project Experience (15%)**

Jimmy referred to Tampa Bay Project (similar to this one) they had to monitor 250 env. permits Start-up is critical Const. schedule has to mesh w/ environmental concerns. Gary's follow-up re procurement - they don't anticipate any problems

Score 85 (0-100)

Total Score 78.6 **(0-100)**

Rank 4

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
SEMINOLE COUNTY REGIONAL WATER TREATMENT FACILITY AT YANKEE LAKE
(RFP-4532-09/DRR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **REISS ENGINEERING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 12001 Research Parkway, Suite 228, Orlando, Florida 32826, hereinafter called "PROJECT CONSTRUCTION MANAGER ("PCM")" 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSTRUCTION MANAGER to provide Construction Management services for the Regional Water Treatment Facility at Yankee Lake in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSTRUCTION MANAGER is competent and qualified to furnish construction management services for the Regional Water Treatment Facility at Yankee Lake to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSTRUCTION MANAGER agree as follows:

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSTRUCTION MANAGER to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described,

and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSTRUCTION MANAGER shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSTRUCTION MANAGER may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSTRUCTION MANAGER shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run until thirty (30) days after the COUNTY's Final Acceptance of the Yankee Lake Treatment Facility construction project. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSTRUCTION MANAGER under this Agreement shall be in the form of written Work Orders issued and

executed by COUNTY and signed by CONSTRUCTION MANAGER. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSTRUCTION MANAGER will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSTRUCTION MANAGER shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSTRUCTION MANAGER for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSTRUCTION MANAGER shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSTRUCTION MANAGER shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at $75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

   $6.00 without receipts

   $10.00 with receipts;

2. Lunch:

   $11.00 without receipts

   $13.00 with receipts;

3. Dinner:

   $19.00 without receipts

   $27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSTRUCTION MANAGER shall perform all work required by the Work Order, but in no event shall CONSTRUCTION MANAGER be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSTRUCTION MANAGER shall perform all work required by the Work Order, but in no event shall CONSTRUCTION MANAGER be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSTRUCTION MANAGER is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSTRUCTION MANAGER shall advise COUNTY whenever CONSTRUCTION MANAGER has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSTRUCTION MANAGER may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSTRUCTION MANAGER ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSTRUCTION MANAGER may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSTRUCTION MANAGER ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSTRUCTION MANAGER may invoice the amount due for services actually performed and completed. COUNTY shall pay

CONSTRUCTION MANAGER one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSTRUCTION MANAGER when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSTRUCTION MANAGER shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSTRUCTION MANAGER, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environmental Services
500 W. Lake Mary Boulevard
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSTRUCTION MANAGER.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSTRUCTION MANAGER may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSTRUCTION MANAGER within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSTRUCTION MANAGER after final payment to support final payment

hereunder. This audit would be performed at a time mutually agreeable to CONSTRUCTION MANAGER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSTRUCTION MANAGER may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSTRUCTION MANAGER. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSTRUCTION MANAGER which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSTRUCTION MANAGER agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSTRUCTION MANAGER's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSTRUCTION MANAGER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSTRUCTION MANAGER.

(a) CONSTRUCTION MANAGER shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSTRUCTION MANAGER under this Agreement. CONSTRUCTION MANAGER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSTRUCTION MANAGER shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSTRUCTION MANAGER's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSTRUCTION MANAGER's services or have been created during the course of CONSTRUCTION MANAGER's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSTRUCTION MANAGER.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSTRUCTION MANAGER, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSTRUCTION MANAGER to fulfill its Agreement obligations.

Upon receipt of such notice, CONSTRUCTION MANAGER shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSTRUCTION MANAGER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSTRUCTION MANAGER shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSTRUCTION MANAGER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSTRUCTION MANAGER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSTRUCTION MANAGER shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSTRUCTION MANAGER shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSTRUCTION MANAGER; provided, however, that CONSTRUCTION MANAGER shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of

CONSTRUCTION MANAGER.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSTRUCTION MANAGER had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSTRUCTION MANAGER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSTRUCTION MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSTRUCTION MANAGER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSTRUCTION MANAGER, any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSTRUCTION MANAGER agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONSTRUCTION MANAGER agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSTRUCTION MANAGER causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSTRUCTION MANAGER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSTRUCTION MANAGER must first secure the prior express written approval of COUNTY. If

subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSTRUCTION MANAGER shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSTRUCTION MANAGER agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSTRUCTION MANAGER, whether caused by CONSTRUCTION MANAGER or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSTRUCTION MANAGER shall at its own cost procure the insurance required under this Section.

(1) CONSTRUCTION MANAGER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that 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 CONSTRUCTION MANAGER, CONSTRUCTION MANAGER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (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 the Agreement and that the insurance

is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSTRUCTION MANAGER shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSTRUCTION MANAGER shall relieve CONSTRUCTION MANAGER of its full responsibility for performance of any obligation including CONSTRUCTION MANAGER's indemnification of COUNTY under this Agreement.

(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 to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSTRUCTION MANAGER shall, as soon as CONSTRUCTION MANAGER has knowledge of any such circumstance, immediately notify 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 CONSTRUCTION MANAGER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSTRUCTION MANAGER shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSTRUCTION MANAGER, CONSTRUCTION MANAGER shall, at its 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 the Agreement, the insurance shall become effective prior to the commencement of work by CONSTRUCTION MANAGER and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSTRUCTION MANAGER's insurance shall cover CONSTRUCTION MANAGER for 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. CONSTRUCTION MANAGER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury

to the subcontractor's employees. The minimum required limits to be provided by both CONSTRUCTION MANAGER and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and 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:

$ 500,000.00	(Each Accident)
$1,000,000.00	(Disease-Policy Limit)
$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSTRUCTION MANAGER's insurance shall cover CONSTRUCTION MANAGER 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 minimum limits to be maintained by CONSTRUCTION MANAGER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSTRUCTION MANAGER shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures

for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSTRUCTION MANAGER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSTRUCTION MANAGER had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSTRUCTION MANAGER.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSTRUCTION MANAGER, shall designate in writing and shall advise CONSTRUCTION MANAGER in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSTRUCTION MANAGER shall at all times during the normal work week designate or appoint one or more representatives of CONSTRUCTION MANAGER who are authorized to act on behalf of and bind CONSTRUCTION MANAGER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSTRUCTION MANAGER (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSTRUCTION MANAGER is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSTRUCTION MANAGER 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 COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSTRUCTION MANAGER not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSTRUCTION MANAGER acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSTRUCTION MANAGER acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSTRUCTION MANAGER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSTRUCTION MANAGER.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 shall have 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
500 W. Lake Mary Boulevard
Sanford, Florida 32773

For CONSTRUCTION MANAGER:

Reiss Engineering, Inc.
12001 Research Parkway, Suite 228
Orlando, Florida 32826

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

REISS ENGINEERING, INC.

_____
MARC A. CANNATA, Secretary

By:_____
C. ROBERT REISS, 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 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
6/11/09
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Attachments:
- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate

EXHIBIT A

Scope of Work for Project Construction Manager for the Seminole County Regional WTF at Yankee Lake

1.0 GENERAL

The Project Construction Manager (PCM) will provide Construction Management Services ("Services") as defined below. These Services are based upon the understanding that the County will contract directly with the construction Contractor and will be actively involved in the construction process to make decisions, provide recommendations, and perform other actions necessary for the completion of the construction. They are also based upon the County executing a Contract or plans and specifications that are consistent with this Agreement, and which provide the requisite authority for the PCM to fulfill its responsibilities.

1.1 Project Management

1.1.1 Work plan

The PCM will develop a general work plan that defines their delivery approach, staffing, responsibilities, and project deliverables.

1.1.2 Reporting

The PCM will keep the County advised of the progress of the construction. This includes submitting monthly progress reports to the County and holding periodic meetings and project status reviews with the County.

1.2 Project Management Information System

The PCM shall incorporate use of the County's CIP Program Management (refer to Section 1.3 Document Management System and Procedures) to provide communication and reporting among the County, PCM, the Design Professional (CH2M HILL), the Site Manager and the Contractor.

1.3 Document Management System and Procedures

The County's CIP Program Manager has established a system and set of procedures for managing, tracking and storing all relevant documents among the Design Professional (CH2M HILL), Contractor, Sub-Contractor, Program Manager, and County during the Construction and Closeout phases of the project. Program Manager will, in coordination with the County, maintain hard copy records, suitably organized, of all relevant documentation.

The Program Manager will work with the PCM to implement procedures for the logging and tracking of all relevant correspondence and documents. Program Manager will assist the County in monitoring all outstanding decisions, approvals or responses required from the County.

2.0 SERVICES FOR PROJECT ADMINISTRATION

2.1 Safety Management

PCM will manage the health, safety and environmental activities of its staff and the staff of its subcontractor to achieve compliance with applicable health and safety laws, permit compliance and state/federal regulations.

PCM will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the plans and specifications. PCM will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations.

The PCM will review the Contractor's safety plan in accordance with Section 6.14.9 of the construction contract's Section 00800: General Conditions. PCM will provide its comments to the County and the Contractor. PCM's review will be for general conformance with the plans and specifications. PCM's review will not relieve the Contractor of their responsibility for safety, nor shall it relieve the Contractor from liability for any incompleteness in the inadequacy of their safety programs.

PCM will notify affected personnel of any site conditions posing an imminent danger to them which PCM observes.

PCM will report instances in which the Contractor is not in compliance with the Contractor's Safety Plan. The PCM will make notification to affected personnel of any observed site conditions that may pose imminent danger.

2.2 Quality Management Program

PCM, in coordination with the Design Professional (CH2M HILL), and the County shall prepare a Quality Management Plan for the construction. The plan will define roles, responsibilities and approval authorities of the relevant parties. The plan will define the major quality control and assurance requirements, including major tests of equipment, materials and workmanship.

2.3 County Furnished Equipment, Materials and Supplies

PCM will assist the County in the procurement of County furnished equipment, materials and supplies as needed for the construction. This shall include coordination with the County and/or Design Professional (CH2M HILL) for the preparation of tender supply documents. PCM will monitor the performance of the supplier, including required or necessary inspections during manufacture, and will report to the County on status. PCM will advise the County on progress of the suppliers.

PCM will coordinate the delivery and storage of County furnished equipment, materials and supplies in coordination with the construction, plans and specifications.

3.0 SERVICES DURING THE CONSTRUCTION PHASE

PCM will provide services to assist in coordinating the site activities, administering the plans and specifications, monitoring the contractor's performance of the contract's plans and specifications, inspection of the quality of construction, responding to design and technical submittals, managing changes during construction, and closing out the plans and specifications, as set forth below.

3.1 Project Partnering

PCM will coordinate one Project Partnering Workshop ("Workshop"). PCM will engage a workshop facilitator (approved by the County) and document the results and agreements reached during the Workshop. PCM will coordinate with the Contractor, Design Professional (CH2M HILL), County and other Parties engaged in the Workshop to implement the results and agreements reached during the Workshop.

PCM will coordinate appropriate follow-up as agreed in the Workshop. The costs of the Workshops, including third party facilitator and outside facilities for the Workshop will be the responsibility of the PCM.

3.2 Site Coordination

3.2.1 Pre-Construction Conference

PCM shall coordinate and attend one pre-construction conference to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. PCM will take minutes or otherwise record the results of this conference and distribute minutes.

3.2.2 Mobilize On-Site Team

PCM will mobilize a team on site for the duration of the construction to provide site coordination, contract administration and monitoring the performance of the Contractor. The on-site team will mobilize in field offices to be provided by the Contractor or County in accordance with the terms of the plans and specifications.

3.2.3 Communications

PCM will implement and maintain regular communications with the Contractor, Program Manager and Design Professional (CH2M HILL) during the construction. PCM will receive, review for completeness and submit to Document Control for logging and disburse all communications from the Contractor, Program Manager, and Design Professional (CH2M HILL) and will coordinate the communications between the County, the CIP Program Management staff and the Contractor. PCM will not communicate directly with the Contractor's subcontractor without the Contractor being present.

3.2.4 Project Site Meetings

PCM will conduct periodic meetings with the Contractor and will prepare the minutes of these meetings.

3.2.5 Field Instructions and Orders

PCM will issue field instructions, orders or similar documents during construction as necessary to provide third party oversight for the work performed under the construction contract.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

4.1 Permits

PCM will verify that the required permits have been obtained and submitted by the Contractor. PCM will monitor any expiration date or renewal requirements.

4.1.1 Payments to Contractor

PCM shall receive and review the Contractor's requests for payment. PCM shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the construction contract plans and specifications. PCM shall provide recommendations to the County as to the acceptability of the requests. PCM shall advise the County as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the plans and specifications.

Recommendations by PCM to the County for payment will be based upon PCM's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. The PCM's recommendations will be provided based on work completed in conjunction with the construction contract documents. PCM's recommendations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction.

4.1.2 Correspondence and Communications

PCM will coordinate all written communications among the Contractor, Program Manager, Design Professional (CH2M HILL), PCM and County during the construction. PCM will prepare written communications to the Contractor and provide recommendations to the County for written communications between the County and Contractor or County and Design Professional (CH2M HILL).

4.2 Changes

4.2.1 Minor Variations in the Work

PCM may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the plans and specifications.

4.2.2 Coordinate Issuance of Changes

PCM will assist the County with the issuance of changes to the plans and specifications. PCM will coordinate with the Design Professional (CH2M HILL) for the preparation of all documents necessary to issue changes to the plans and specifications.

4.2.3 Review of Contractor Requested Changes

PCM shall coordinate with the Design Professional (CH2M HILL) for the review of all Contractor-requested changes to the plans and specifications. PCM shall coordinate with the Design Professional (CH2M HILL) for recommendations to the County regarding the acceptability of the Contractor's request and, upon approval of the County, assist the County in negotiations of the requested change. Upon agreement and approval, PCM will assist the County in preparation of final change order documents.

4.2.4 Change Order Reports

PCM will provide monthly reports to the County about the status of Proposals and Change Orders. The report shall include proposed Change Orders, issued Change Orders, pending Change Orders, and Change Order amounts.

4.3 Interpretations of Contract Documents

PCM will coordinate with the Design Professional (CH2M HILL) to respond to the Contractor's request for interpretation or clarification of the plans and specifications. PCM will submit to the Document Control the Design Professional's (CH2M HILL) written responses to such requests for disbursement.

4.4 As-Built Record Documents

PCM will verify that the Contractor is preparing as-built drawings, specifications and other as-built or record documents by reviewing these documents each month at the time the Contractor submits their pay request. When transmitted by the Contractor, PCM will review these for completeness and shall transmit these to the County. PCM shall meet with the Contractor and Design Professional (CH2M HILL), if appropriate, as necessary to discuss the preparation and submittal of as-built or record drawings.

4.5 Claims and Disputes

PCM will receive, review for completeness and provide to the Document Control for logging and disbursement, and notify the County about all letters and notices from the Contractor concerning claims or disputes between the Contractor and County pertaining to the acceptability of the work or the interpretation of the requirements of the plans and specifications. PCM will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. PCM will advise the County regarding the Contractor's compliance with the contract requirements for such claims and disputes. PCM will assist the County in discussions with the Contractor and Design Professional (CH2M HILL) to resolve claims and disputes.

PCM will undertake review, investigation and analysis of Contractor claims and disputes and provide written responses to the County in accordance with the claims and disputes procedures in the plans and specifications.

PCM will not, except as part of Additional Services, participate in judicial or alternative dispute resolution procedures for the claims or disputes.

4.6 Project Controls

4.6.1 Contractor's Schedule Submittal

PCM will review the Contractor's construction schedules and verify that they are consistent with the requirements of the plans and specifications and the Project Master Schedule. PCM will advise the Contractor of any areas where the schedules are not in compliance with the plans and specifications. PCM will provide comments to the County to assist the County in approving, accepting or taking other action on the Contractor's schedule, in accordance with the plans and specifications.

PCM's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the plans and specifications.

4.6.2 Contractor Schedule Updates

PCM will review the Contractor's periodic schedule updates or other schedule submissions. PCM will advise the Contractor if the updates or other submissions are

not in accordance with the plans and specifications. PCM will provide comments to the County regarding the updates or other submissions.

4.6.3 Effect of Change Orders

PCM will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. The PCM will gather information on these changes in order to provide an analysis of this data to the County. PCM will advise the County as to the potential impact of proposed or issued Change Orders. PCM shall assist the County in discussions with the Contractor concerning the potential impact of proposed Change Orders.

4.6.4 Weekly Reports

PCM will provide weekly reports to the County as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction. These reports will be combined with the monthly change order reports.

4.7 Cost Control During Construction

4.7.1 Schedule of Values

PCM shall request from the Contractor a schedule of values that allocates the contract price to the activities of the Contractor's construction schedules. PCM shall review the schedule of values for reasonableness and conformance with the contractor's schedule of work.

4.7.2 Updating of Project Budget, Cost Control and Cash Flow Reports

PCM will provide data to the Program Managers to update the Project Budget, Cost Control system and Cash Flows during the construction and issue periodic reports to the County, Design Professional (CH2M HILL) and Contractor. Such updates shall include all progress, payments, approved and pending changes during the project.

PCM shall also monitor and report on potential changes, claims and other identified matters that may have an impact on the contract price and project budget.

4.8 Field Inspection

4.8.1 Field Office

PCM will staff a field office provided by the Contractor on the project site during construction working hours.

4.8.2 Independent Testing, Inspection and Survey Services

PCM will coordinate with the County for the provision of material testing, specialty inspection, and survey services. Such services will be provided by independent firms already contracted with the County. PCM will review the reports and other information prepared by the independent firms provided by the County. PCM will assist in coordinating their schedules and the transmittal to Document Control of their reports, findings or other information for transmittal to the Contractor and/or the

County. PCM shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

4.8.3 Review of Work

PCM will monitor the Contractor's compliance with the quality control requirements in their plans and specifications. PCM will conduct daily on-site inspections of the Contractor's work for the purposes of determining if the work generally conforms to the plans and specifications and that the integrity of the design concept as reflected in the plans and specifications has been implemented and preserved by the Contractor. PCM will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations.

PCM's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the County.

PCM will coordinate with the Design Professional (CH2M HILL) for periodic review and inspection of the construction works.

PCM does not guarantee the performance of the Contractor. PCM's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the plans and specifications, and PCM shall not assume liability in any respect for the construction of the project.

4.8.4 Deficient and Non-conforming Work

Should PCM discover or believe that any work by the Contractor is not in accordance with the plans and specifications, or is otherwise defective, not conforming to requirements of the contracts or applicable rules and regulations, PCM shall bring this to the attention of the Contractor, Site Manager, Design Professional (CH2M HILL) and the County. PCM shall thereupon monitor the Contractor's corrective actions and shall advise the County as to the acceptability of the corrective actions.

4.8.5 Factory and Performance Testing

PCM will coordinate with the Contractor, and the County, to provide factory and performance testing of equipment and materials off-site, as specified in the plans and specifications. The cost for three County staff to attend and witness factory testing for a one week period will be included in the PCM's cost to perform the work. These costs will conform to County travel guidelines.

4.8.6 Regulatory and Third Party Testing and Inspections

PCM will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project and assure appropriate County staff are notified in advance when equipment is to be tested.

4.8.7 Subsurface and Physical Conditions

Whenever the Contractor notifies PCM or County of subsurface or physical conditions at the site which the plans and specifications provides should be so notified, PCM will advise the County and Design Professional and inspect the conditions at the site. PCM will review and advise the County and the Design Professional (CH2M HILL) as to the appropriate action(s), and will assist the County in responding to the Contractor.

4.8.8 Substantial and Final Completion

PCM will assist the County with inspections at substantial and final completion, in accordance with the plans and specifications. PCM will prepare up to two (2) separate punch lists of items requiring completion or correction. PCM shall make recommendations to the County regarding acceptance of the work based upon the results of the final inspection.

4.8.9 Specialty Inspections

As an additional service PCM will provide specialty inspections as needed.

4.9 Shop Drawings, Samples and Submittals

4.9.1 Submittal Schedule

PCM will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the plans and specifications, along with the anticipated dates for submission. PCM will coordinate with Program Document Controls for processing and distributing of submittals and schedules.

4.9.2 Review of Shop Drawings, Samples and Submittals

As the construction manager, PCM shall be responsible only to verify that the format of shop drawings, samples and submittals provided by the Contractor are in compliance with the requirements of the plans and specifications before transmitting them to Document Control for transmittal to the Design Professional (CH2M HILL) for review. PCM's responsibilities shall not include the Design Professional's (CH2M HILL) traditional responsibility for review of all shop drawings, samples and submittals for general conformance with the design concept and general compliance with the requirements of the plans and specifications. PCM will coordinate with the Design Professional (CH2M HILL) for the reviews of the Contractor's shop drawings, samples, and other submittals. Document Control will log and track all shop drawings, samples and submittals.

4.10 Design Clarifications

4.10.1 Requests for Information

PCM will review the Contractor's requests for information or clarification of the plans and specifications. PCM will coordinate such review with the Design Professional (CH2M HILL) and with the County as appropriate. PCM will coordinate and issue responses to the requests with assistance from the County's Program Management document control system.

5.0 SERVICES DURING THE CLOSE-OUT PHASE

PCM will assist the County in closing out the plans and specifications and commencement of the County's use of the completed work. PCM's services shall include the following:

5.1 Substantial and Final Completion

PCM will assist the County in issuing documents for substantial and final completion and acceptance of the work. PCM will advise the County on final payment, release of retention, and release of insurance and bonds.

5.2 Vendor Provided Operation and Maintenance Manuals and Training

PCM will coordinate with the Contractor and Design Professional (CH2M HILL) for submission and review of required manuals for operation and maintenance provided by the Contractor and for training of the County's staff by the Contractor.

5.3 Warranties, Guarantees, Lien Releases

PCM will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the plans and specifications. PCM will advise the County as to the acceptability and compliance of these documents with the plans and specifications.

5.4 Close-out File and Records

PCM will assist Program Document Controls with the recording of project documents and records. These shall include as-built drawings, final cost report, as-built schedule and a project close-out report.

6.0 POST-CONSTRUCTION PHASE SERVICES

6.1 Operations and Maintenance Manual

Contractor will provide manufacturers manuals for each piece of equipment. Design Professional (CH2M HILL) will provide written operation guidance if required.

8.0 ADDITIONAL SERVICES

PCM will furnish the following services upon authorization of the County and agreement on compensation to PCM.

- Services related to procurement or management of third party contractor other then testing, inspection and survey firms.
- Services necessary due to the default of the Contractor.
- Services necessary to provide recommendations to County as to whether potential damage to construction was a result of fire, flood, earthquake or other acts of God.
- Services as requested by the County in addition to those currently defined under the scope for operation and use of the completed project.
- Services for participation in litigation or alternative dispute resolution of claims.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the County.
- Miscellaneous and supplemental services related to the project as requested by the County.
- Any other services designated as additional services.

EXHIBIT B

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Master Agreement Title: _____
Project Title: _____

Consultant: _____
Address: _____
_____

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds
[ ] retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within ___**calendar days** from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: _____ DOLLARS ($_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

Consultant

By: _____
, President

Date: _____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Procurement Analyst)

_____
(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

Date: _____
As authorized by Section 8.153 Seminole County Administrative Code.

OC #_____ **ON #_____**

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

3. HOURLY RATE FEE SCHEDULE

As requested, the Reiss Team proposes the following estimated labor rates for completion of this assignment, based on the total hours provided by Seminole County.

LABOR CATEGORY	ESTIMATED HOURS	LOADED HOURLY RATES	TOTAL
Construction Manager	4,560	$135	$615,600
Senior Inspector	4,560	$90	$410,400
Inspector	3,610	$55	$198,550
Inspector	1,900	$55	$104,500
Administrative Assistant	4,560	$36	$164,160
Project Manager	480	$160	$76,800
Estimated Project Total	**19,670**	**n/a**	**$1,570,010**

EXHIBIT (D)

"Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of RFP- 4532 -09/DRR* are accurate, complete, and current as of _____(Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm:_____

Signature:_____

Name:_____

Title:_____

Date of execution***:_____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approve Amendment #4 to RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Ray Hooper **EXT:** 7111

MOTION/RECOMMENDATION:
Approve Amendment #4 to RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando (change in agreement terms).

County-wide Ray Hooper

BACKGROUND:
RFP-600244-07/GGM will provide for lease and/or purchase of computers, printers, network equipment and other miscellaneous computer equipment with optional technical support staffing. The financing subcontractor to this agreement is National City which was acquired by PNC on 01/01/09. National City/PNC has reviewed the financing commitment under this contract and because of the risk in the financial markets, they are requesting a change to the termination sections of this agreement. This change states that if the County terminates for any reason (default or for convenience), the County will continue lease payments for the computer equipment that is in use and accepted by the County prior to this termination action. In consideration of this amendment change, National City/PNC is offering a reduction of 50 basis points in the financing of future leases, effective immediately, that is incorporated in the exhibit B of this amendment.

STAFF RECOMMENDATION:
Staff recommends that the Board approve Amendment #4 to RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando (Change in agreement terms).

ATTACHMENTS:

1. Fourth amendment

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

FOURTH AMENDMENT TO LEASE/PURCHASE AGREEMENT FOR COMPUTER HARDWARE AND TECHNICAL CONTRACT STAFFING SERVICES (RFP-600244-07/GGM)

THIS FOURTH AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 7th day of January, 2008, as amended on March 3, 2008, May 1, 2008, and on June 3, 2008, between **EXECUTIVE SOURCE, INC. d/b/a ESQ IT SOLUTIONS**, whose address is 1013 Montana Street, Orlando, Florida 32803, 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, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 7, 2008, as amended on March 3, 2008, May 1, 2008, and on June 3, 2008, for lease/purchase of computer hardware and technical contract staffing services; 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 24 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 13 of the Agreement is hereby amended to read:

SECTION 13. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, for non-appropriation of funds pursuant to Section 15 of this Agreement for the failure of CONTRACTOR to fulfill

CONTRACTOR's obligations under this Agreement or for the convenience of the COUNTY.

(b) Upon COUNTY's issuance of a notice of termination due to non-appropriation of funds, COUNTY shall comply with the terms and conditions set forth in Section 15 of this Agreement.

(c) Upon COUNTY's issuance of a notice of termination due to failure of CONTRACTOR to fulfill CONTRACTOR's obligations under this Agreement or for termination at the COUNTY's convenience, COUNTY shall, for all Equipment subject to an Equipment lease for which there is a remaining payment obligation, either:

(i) Provide notice to any assignee of CONTRACTOR's rights to receive payments under any leases issued pursuant to this Agreement (the "Assignee") that the COUNTY will continue to use the Equipment and will continue to make all contractually agreed upon payments for the Equipment directly to the Assignee; or

(ii) Purchase the Equipment from the Assignee for an amount equal to the remaining lease payments due and owing for the remainder of the lease term plus the residual value purchase option for the Equipment.

2. Exhibit "B" of the Agreement is hereby deleted and replaced by the new Exhibit "B", attached hereto.

3. 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.

(Signature Page Follows)

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

ATTEST:

_____, Secretary

(CORPORATE SEAL)

EXECUTIVE SOURCE, INC.
d/b/a ESQ IT SOLUTIONS

By: _____
MAHMOUD R. BAZZI, President

Date: 6/28/09

ATTEST:

_____
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.

_____
County Attorney
AEC/sjs/lpk
2/19/09 5/20/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600244-07 4th Amd.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

Attachment:
Exhibit "B" - Equipment and Financial Rates

Exhibit B

Vendor:	**Executive Source Inc d/b/a/ ESQ IT Solutions**				
Date:					
		Fixed Rate: Rate Factor/Implied Interest Rate	**Non-Fixed (% over "AA" rate column from Municipal Marker Data) Rate factor/Implied Interest Rate**		
Item					**Lease Rate Factor Fixed-Quarterly**
	Rate for Financing Costs 36 months	Soft-Cost Lease Rate Factor			0.09328
	Rate for Financing Costs 48 months	Soft-Cost Lease Rate Factor			0.07237
	Rate for Financing Costs 60 months	Soft-Cost Lease Rate Factor			0.06021

The rate is to include all filing; IRS 8038G, equipment schedules and UCCI filingFinancing under the Leasing Program: If the County decides to lease equipment, the Contractor must provide the financing for this lease program. This can be done by the Contractor or by subcontracting this service to a third party. The County is eligible for the Municipal Tax exemption rate, which exempts the Contractor and County from paying property tax. Also, the financing rate shall be fixed to a recognized index.

The Contractor shall take a residue value upfront for each piece of lease equipment and finance remaining portion which will be the actual discounted cost of the equipment minus the residue value financed over the term of the lease using the fixed Municipal interest rate. At the end of the term of the lease, the Contractor must offer the equipment at residual value first to the County, and then to the Employee Buy-Back program. If the County decides to purchases equipment rather than leasing, then financing will not be needed.

End of Lease (Purchase Option):

The county may at its sole option purchase all or part of the leased equipment at its residual value, if applicable, or at one dollar ($1.00) if no residual value is taken. The residual value will be defined as a percentage of the discounted unit price used to derive the monthly lease price. If using residual values, complete the table of residual values, below.

	Lease Terms Months	Description	**Residual Value (% Discounted Unit Price)**	**Lease Rate Factor Fixed-Monthly**	**Lease Rate Factor Fixed-Quarterly**
	36	**Standard Desktop Computer**	**3%**	0.03049	0.09093
	36	**Mid-Level Desktop Computer**	**3%**	0.03049	0.09093
	36	**High-Level Desktop Computer**	**3%**	0.03049	0.09093

Exhibit B

	36	Standard Laptop Computer	3%	0.03049	0.09093
	36	Mid-Level Laptop Computer	3%	0.03049	0.09093
	36	Toshiba Laptop Computer	3%	0.03049	0.09093
	36	Panasonic Laptop Computer	3%	0.03049	0.09093
	36	Miscellaneous Monitor	3%	0.03049	0.09093
	36	Projector	3%	0.03049	0.09093
	36	Apple Computer	3%	0.03049	0.09093
	36	Standard Black and White Printer	3%	0.03049	0.09093
	36	Standard Color Printer	3%	0.03049	0.09093
	36	Standard Plotter	3%	0.03049	0.09093
	36	Standard B&W Multifunction Printer	3%	0.03049	0.09093
	36	Standard Color Multifunction Printer	3%	0.03049	0.09093
	36	Miscellaneous Printer	3%	0.03049	0.09093
	36	Standard B&W Scanner	3%	0.03049	0.09093
	36	Standard Color Scanner	3%	0.03049	0.09093
	36	Standard Server	3%	0.03049	0.09093
	36	Standard SAN	3%	0.03049	0.09093
	36	Miscellaneous Server	3%	0.03049	0.09093
	36	Tape Back-up Solution	3%	0.03049	0.09093
	36	Miscellaneous Network Equipment	3%	0.03049	0.09093
	36	Firewall Appliance	3%	0.03049	0.09093
	36	DVD Duplicator	3%	0.03049	0.09093
	48	Standard Desktop Computer	2%	0.02386	0.07111
	48	Mid-Level Desktop Computer	2%	0.02386	0.07111
	48	High-Level Desktop Computer	2%	0.02386	0.07111
	48	Standard Laptop Computer	2%	0.02386	0.07111
	48	Mid-Level Laptop Computer	2%	0.02386	0.07111
	48	Toshiba Laptop Computer	2%	0.02386	0.07111
	48	Panasonic Laptop Computer	2%	0.02386	0.07111
	48	Miscellaneous Monitor	2%	0.02386	0.07111
	48	Projector	2%	0.02386	0.07111
	48	Apple Computer	2%	0.02386	0.07111
	48	Standard Black and White Printer	2%	0.02386	0.07111
	48	Standard Color Printer	2%	0.02386	0.07111
	48	Standard Plotter	2%	0.02386	0.07111
	48	Standard B&W Multifunction Printer	2%	0.02386	0.07111
	48	Standard Color Multifunction Printer	2%	0.02386	0.07111
	48	Miscellaneous Printer	2%	0.02386	0.07111
	48	Standard B&W Scanner	2%	0.02386	0.07111

Exhibit B

	48	Standard Color Scanner	2%	0.02386	0.07111
	48	Standard Server	2%	0.02386	0.07111
	48	Standard SAN	2%	0.02386	0.07111
	48	Miscellaneous Server	2%	0.02386	0.07111
	48	Tape Back-up Solution	2%	0.02386	0.07111
	48	Miscellaneous Network Equipment	2%	0.02386	0.07111
	48	Firewall Appliance	2%	0.02386	0.07111
	48	DVD Duplicator	2%	0.02386	0.07111
	60	Standard Desktop Computer	1%	0.01985	0.05915
	60	Mid-Level Desktop Computer	1%	0.01985	0.05915
	60	High-Level Desktop Computer	1%	0.01985	0.05915
	60	Standard Laptop Computer	1%	0.01985	0.05915
	60	Mid-Level Laptop Computer	1%	0.01985	0.05915
	60	Toshiba Laptop Computer	1%	0.01985	0.05915
	60	Panasonic Laptop Computer	1%	0.01985	0.05915
	60	Miscellaneous Monitor	1%	0.01985	0.05915
	60	Projector	1%	0.01985	0.05915
	60	Apple Computer	1%	0.01985	0.05915
	60	Standard Black and White Printer	1%	0.01985	0.05915
	60	Standard Color Printer	1%	0.01985	0.05915
	60	Standard Plotter	1%	0.01985	0.05915
	60	Standard B&W Multifunction Printer	1%	0.01985	0.05915
	60	Standard Color Multifunction Printer	1%	0.01985	0.05915
	60	Miscellaneous Printer	1%	0.01985	0.05915
	60	Standard B&W Scanner	1%	0.01985	0.05915
	60	Standard Color Scanner	1%	0.01985	0.05915
	60	Standard Server	1%	0.01985	0.05915
	60	Standard SAN	1%	0.01985	0.05915
	60	Miscellaneous Server	1%	0.01985	0.05915
	60	Tape Back-up Solution	1%	0.01985	0.05915
	60	Miscellaneous Network Equipment	1%	0.01985	0.05915
	60	Firewall Appliance	1%	0.01985	0.05915
	60	DVD Duplicator	1%	0.01985	0.05915
	72	Mainframe Server	1%	0.01725	0.05136

Please note under lease proposal Seminole County pays no Property Taxes.

Exhibit B

Vendor:	**Executive Source Inc d/b/a/ ESQ IT Solutions**				
Date:					
		Fixed Rate: Rate Factor/Implied Interest Rate	**Non-Fixed (% over "AA" rate column from Municipal Marker Data) Rate factor/Implied Interest Rate**		
Item					**Lease Rate Factor Fixed-Quarterly**
	Rate for Financing Costs 36 months	Soft-Cost Lease Rate Factor			0.09267
	Rate for Financing Costs 48 months	Soft-Cost Lease Rate Factor			0.07174
	Rate for Financing Costs 60 months	Soft-Cost Lease Rate Factor			0.05956

The rate is to include all filing; IRS 8038G, equipment schedules and UCCI filingFinancing under the Leasing Program: If the County decides to lease equipment, the Contractor must provide the financing for this lease program. This can be done by the Contractor or by subcontracting this service to a third party. The County is eligible for the Municipal Tax exemption rate, which exempts the Contractor and County from paying property tax. Also, the financing rate shall be fixed to a recognized index.

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Lease Terms Months	Description	**Residual Value (% Discounted Unit Price)**	**Lease Rate Factor Fixed-Monthly**	**Lease Rate Factor Fixed-Quarterly**
36	**Standard Desktop Computer**	3%	0.03027	0.09034
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36	**High-Level Desktop Computer**	3%	0.03027	0.09034

Exhibit B

	36	Standard Laptop Computer	3%	0.03027	0.09034
	36	Mid-Level Laptop Computer	3%	0.03027	0.09034
	36	Toshiba Laptop Computer	3%	0.03027	0.09034
	36	Panasonic Laptop Computer	3%	0.03027	0.09034
	36	Miscellaneous Monitor	3%	0.03027	0.09034
	36	Projector	3%	0.03027	0.09034
	36	Apple Computer	3%	0.03027	0.09034
	36	Standard Black and White Printer	3%	0.03027	0.09034
	36	Standard Color Printer	3%	0.03027	0.09034
	36	Standard Plotter	3%	0.03027	0.09034
	36	Standard B&W Multifunction Printer	3%	0.03027	0.09034
	36	Standard Color Multifunction Printer	3%	0.03027	0.09034
	36	Miscellaneous Printer	3%	0.03027	0.09034
	36	Standard B&W Scanner	3%	0.03027	0.09034
	36	Standard Color Scanner	3%	0.03027	0.09034
	36	Standard Server	3%	0.03027	0.09034
	36	Standard SAN	3%	0.03027	0.09034
	36	Miscellaneous Server	3%	0.03027	0.09034
	36	Tape Back-up Solution	3%	0.03027	0.09034
	36	Miscellaneous Network Equipment	3%	0.03027	0.09034
	36	Firewall Appliance	3%	0.03027	0.09034
	36	DVD Duplicator	3%	0.03027	0.09034
	48	Standard Desktop Computer	2%	0.02364	0.07049
	48	Mid-Level Desktop Computer	2%	0.02364	0.07049
	48	High-Level Desktop Computer	2%	0.02364	0.07049
	48	Standard Laptop Computer	2%	0.02364	0.07049
	48	Mid-Level Laptop Computer	2%	0.02364	0.07049
	48	Toshiba Laptop Computer	2%	0.02364	0.07049
	48	Panasonic Laptop Computer	2%	0.02364	0.07049
	48	Miscellaneous Monitor	2%	0.02364	0.07049
	48	Projector	2%	0.02364	0.07049
	48	Apple Computer	2%	0.02364	0.07049
	48	Standard Black and White Printer	2%	0.02364	0.07049
	48	Standard Color Printer	2%	0.02364	0.07049
	48	Standard Plotter	2%	0.02364	0.07049
	48	Standard B&W Multifunction Printer	2%	0.02364	0.07049
	48	Standard Color Multifunction Printer	2%	0.02364	0.07049
	48	Miscellaneous Printer	2%	0.02364	0.07049
	48	Standard B&W Scanner	2%	0.02364	0.07049

Exhibit B

	48	Standard Color Scanner	2%	0.02364	0.07049
	48	Standard Server	2%	0.02364	0.07049
	48	Standard SAN	2%	0.02364	0.07049
	48	Miscellaneous Server	2%	0.02364	0.07049
	48	Tape Back-up Solution	2%	0.02364	0.07049
	48	Miscellaneous Network Equipment	2%	0.02364	0.07049
	48	Firewall Appliance	2%	0.02364	0.07049
	48	DVD Duplicator	2%	0.02364	0.07049
	60	Standard Desktop Computer	1%	0.01963	0.0585
	60	Mid-Level Desktop Computer	1%	0.01963	0.0585
	60	High-Level Desktop Computer	1%	0.01963	0.0585
	60	Standard Laptop Computer	1%	0.01963	0.0585
	60	Mid-Level Laptop Computer	1%	0.01963	0.0585
	60	Toshiba Laptop Computer	1%	0.01963	0.0585
	60	Panasonic Laptop Computer	1%	0.01963	0.0585
	60	Miscellaneous Monitor	1%	0.01963	0.0585
	60	Projector	1%	0.01963	0.0585
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	60	Standard Plotter	1%	0.01963	0.0585
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	60	Miscellaneous Printer	1%	0.01963	0.0585
	60	Standard B&W Scanner	1%	0.01963	0.0585
	60	Standard Color Scanner	1%	0.01963	0.0585
	60	Standard Server	1%	0.01963	0.0585
	60	Standard SAN	1%	0.01963	0.0585
	60	Miscellaneous Server	1%	0.01963	0.0585
	60	Tape Back-up Solution	1%	0.01963	0.0585
	60	Miscellaneous Network Equipment	1%	0.01963	0.0585
	60	Firewall Appliance	1%	0.01963	0.0585
	60	DVD Duplicator	1%	0.01963	0.0585
	72	Mainframe Server	1%	0.01702	0.05069

Please note under lease proposal Seminole County pays no Property Taxes.

Hooper, Ray

From: jmiller@esqit.com
Sent: Tuesday, May 19, 2009 12:33 PM
To: Hooper, Ray
Cc: Beach, Robert; Raymond, Frank; Ray Bazzi
Subject: FW: Seminole County
Attachments: Seminole County Amendment 5709.doc; LeaseRateFactor_4-09.xls

Good Afternoon Ray,

Please see below and attached for the information you requested in regards to the changes proposed. Should there be any other questions based upon this submission, please let me know as soon as possible so that I may forward the information on if needed. I appreciate your assistance in working with us on this.

Best Regards,

Jesse Miller
Director of Operations
ESQ IT Solutions
(O:) 407-228-4470 ext. 1024
(C:) 407-405-2367
(F:) 407-228-4575
jmiller@esqit.com
jmiller02@seminolecountyfl.gov

From: Gordon, Thomas [mailto:Tom.Gordon@NC-4.com]
Sent: Tuesday, May 19, 2009 10:35 AM
To: Jesse Miller
Cc: Vecker, Paul
Subject: Seminole County

To Jesse Miller and Ray Bazzi (ESQ)

As previously stated, National City Commercial Capital Company, LLC ("NCC") will agree to honor your request to incorporate the indexing language that was introduced to Seminole County in a NCC email dated 11/20/07 that has since become a part of the Lease Agreement between ESQ and Seminole County (the "Lease Agreement") into our pricing. The effect of this is two fold: First, the Lease Rate Factor on all new Lease Schedules entered into after April 1, 2009 will be adjusted. Based on the indexing language contained in the Lease Agreement and given the 3 year Swap Rate as of April 1, 2009 of 1.68%, the new 48 month Lease Rate Factor for the 2nd quarter of 2009 would be reduced from the document level of .07239 to .07111 (the "Base Lease Rate Factor"). Going forward, the Base Lease Rate Factor will be adjusted quarterly based on the Swap Rate at the beginning of a quarter. Second, in order to reimburse Seminole County for the effect of this interest rate change for the period 1/1/08 through 4/1/09, National City will further reduce the 48 month Lease Rate Factor on the first $2 million of equipment leased beginning April 1, 2009 by an additional .00044 (the "Temporary Lease Rate Factor"). The impact of the Temporary Lease Rate Factor will reduce your lease expenses by an additional $12,500.00 on a present value basis. Once this amount has been recaptured, the Temporary Lease Rate Factor will no longer be used and we will return to pricing transactions based on the Base Lease Rate Factor (subject to quarterly changes due to changes in the Swap Rate as discussed above). NCC will provide ESQ with a schedule attached to each Lease Schedule showing the effect of the Temporary Lease Rate Factor.

Furthermore, in order to entice Seminole County to agree to the proposed amendments to Section 13 of the Lease Agreement, (attached hereto) NCC is offering to permanently reduce the IRR on the lease transactions by an additional 50 basis points. This adjustment will reduce the Base Lease Rate Factor for the 2nd Quarter of 2009 to .070486, and the Temporary Lease Rate Factor to .07005.

Attached is a new Exhibit B describing the Base Lease Rate Factor and the effect of the 50 basis point permanent reduction in yield. As previously stated, it is our expectation that Seminole County will also honor all aspects of the ESQ Lease Agreement including the obligation to return all equipment at the expiration of a particular lease term.

Thank you.

_____

Tom Gordon
407-788-8225

Hooper, Ray

From: Gordon, Thomas [Tom.Gordon@NC-4.com]
Sent: Tuesday, November 20, 2007 2:23 PM
To: Hooper, Ray
Subject: leasing

Hello Ray,

We will use the same residuals and lease rate factors with ESQ as we originally offered through Pomeroy.

The following indexing language will be added to our agreement:

Indexing: This is a fixed rate lease. At the beginning of each calendar quarter, the Lease Rate Factor will be indexed to the 3-year Interest Rate Swap as of 11/16/09 as quoted in the Federal Reserve Statistical Release, H.15. The Lease Rate Factor in this proposal may be adjusted at the time of funding. Rent payments shall then be fixed for the Lease Term. For each two point change in the index rate, the Lease Rate Factor will be adjusted .001%.

A new Master Lease Agreement will be sent to you upon your Board's approval to document our working with ESQ.

Thank you. We look forward to continuing to work with you.

Tom Gordon
407-788-8225

Hooper, Ray

From: Gordon, Thomas [Tom.Gordon@NC-4.com]
Sent: Friday, November 23, 2007 11:50 AM
To: Hooper, Ray
Subject: link

Hi Ray -

Here is the link for the H.15 we discussed:

http://www.federalreserve.gov/releases/h15/current/

I hope you and yours are having a wonderful Thanksgiving weekend.

Tom Gordon
407-788-8225

Vendor: ESQ IT Solutions
Date: 24-Sep-07

LOTS FOR NEW LEASED EQUIPMENT

Lot A LEASE OF NEW COMPUTERS AND LAPTOPS
Applicants must indicate discount associated with the maintenance of the equipment
Applicants may propose to the County all Lots, Partial Lots or Combination of Lots

	Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
Example		MFG: ABC CO. - Model 123	50	EA	State Contract	10%						
	A-1	Price to Lease Standard Desktop Computer			Internet List Price							
					$1,257.00	48.69% (Desktop/Monitor)	$72.00	$50.00	$99.00			
		MFG:Hewlett Packard	1000	EA	ILP Price							
		MODEL:HP dc7800 Small Form Factor with 17" LCD Monitor					Next Business Day On-site 4 hr response Desktop + Monitor	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor			
		Options:										
		56K Modem			28.00	42.85%						
		Additional 512MB Memory			57.00	45.61%						
		Additional 1GB Memory			96.00	32.29%						
		Additional 2GB Memory			261.00	40.61%						
		Additional 80GB Hard Drive			86.00	36.04%						
		Additional 160GB Hard Drive			106.00	38.67%						
		Additional 250GB Hard Drive			154.00	44.80%						
		48X SATA Combo CD-RW			96.00	47.91%						
		22" Flat Panel Monitor			276.00	9.78%						
		Factory Image Load			20.00	50%						
	A-2	Price to Lease Mid-Level Desktop Computer			Internet List Price							
					$1,671.00	45.86% (Desktop/Monitor)	$72.00	$50.00	$99.00			
		MFG:Hewlett Packard	150	EA	ILP Price							
		MODEL:HP dc7800 Small Form Factor with 19" Monitor					Next Business Day On-site 4 hr response Desktop + Monitor	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor			
		Options:										
		56K Modem			28.00	42.85%						
		Additional 512MB Memory			57.00	45.61%						
		Additional 1GB Memory			96.00	32.29%						
		Additional 2GB Memory			261.00	40.61%						
		Additional 80GB Hard Drive			86.00	36.04%						
		Additional 160GB Hard Drive			106.00	38.67%						
		Additional 250GB Hard Drive			154.00	44.80%						
		48X SATA Combo CD-RW			96.00	47.91%						
		17" Flat Panel Monitor			222.00	25.67%						
		Factory Image Load			20.00	50%						
	A-3	Price to Lease High-Level Desktop Computer			Internet List Price							
		MFG:Hewlett Packard	100	EA	$2,016.00	45.53%	$72.00	$50.00	$99.00			
					ILP Price							
		MODEL:HP dc7800 Convertible Minitower with 22" Monitor					Next Business Day On-site 4 hr response Desktop + Monitor	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor			
		Options:										
		56K Modem			28.00	42.85%						
		Additional 512MB Memory			57.00	45.61%						
		Additional 1GB Memory			96.00	32.29%						
		Additional 2GB Memory			261.00	40.61%						
		Additional 80GB Hard Drive			86.00	36.04%						
		Additional 160GB Hard Drive			106.00	38.67%						
		Additional 250GB Hard Drive			154.00	44.80%						
		48X SATA Combo CD-RW			96.00	47.91%						
		17" Flat Panel Monitor			222.00	25.67%						
		Factory Image Load			20.00	50%						

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Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
	MFG: Viewsonic		EA	MSRP Viewsonic 17" VA1703WB	10%						
	MODEL: Various										
A-7	Price to Lease Toshiba laptop MFG: Toshiba	6	EA	MSRP TOSCOM PTS52U	10%						
	MODEL: Various			PTS53U-01P00S							
A-8	Price to Lease Panasonic laptop MFG: Panasonic	30	EA	Panwrx M71jk2	13%						
	MODEL: Various			Panwrx M&JK3 MSRP							
A-9	Price to Lease of Apple computer MFG: Apple	3	EA	Apple IMAC core 2 duo 20" Allple MACBook 13.3	2%						
	MODEL: Various			MSRP							

LOTS FOR NEW LEASED EQUIPMENT

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Date: 24-Sep-07
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Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
A-4	Price to Lease Standard Laptop Computer			Internet List Price							
	MFG:Hewlett Packard	350	EA	$1,380.00	39.35%	$125.00	$199.00	$240.00			
				HP Price		Next Business Day On-site	Next Business Day On-site	Next Business Day On-site			
	MODEL:HP6510b Laptop										
	Options;										
	Advanced Docking Station			266.00	54.88%						
	(Standard) Port Replicator			187.00	49.19%						
	Additional 512MB Memory			37.00	5.3%						
	Additional 1GB Memory			68.00	5.8%						
	Additional 2GB Memory			225.00	5.75%						
	80GB SATA Primary Hard Drive			118.00	22.03%						
	Keyboard/Mouse Bundle			39.00	53.84%						
	USB Optical Travel Mouse			19.00	42.10%						
	17" Monitor			222.00	25.67%						
	22" Monitor			276.00	9.78%						
	Executive Carrying Case			86.00	47.67%						
	Value Carrying Case			38.00	60.52%						
	Additional 6C Primary Battery			118.00	44.91%						
	Additional 8C Extended Life Battery			148.00	39.18%						
	Additional 12C Ultra Cap. Battery			197.00	44.16%						
	Additional AC Adapter			68.00	55.88%						
	Factory Image Load			20.00	50%						
A-5	Price to Lease Mid-Level Laptop Computer			Internet List Price							
	MFG:Hewlett Packard	100	EA	$1,953.00	45.11%	$125.00	$199.00	$240.00			
				HP Price		Next Business Day On-site	Next Business Day On-site	Next Business Day On-site			
	MODEL:HP6710b Laptop										
	Options:										
	Advanced Docking Station			266.00	54.88%						
	(Standard) Port Replicator			187.00	49.19%						
	Additional 512MB Memory			37.00	5.3%						
	Additional 1GB Memory			68.00	5.8%						
	Additional 2GB Memory			225.00	5.75%						
	80GB SATA Primary Hard Drive			118.00	22.03%						
	Keyboard/Mouse Bundle			39.00	53.84%						
	USB Optical Travel Mouse			19.00	42.10%						
	17" Monitor			222.00	25.67%						
	22" Monitor			276.00	9.78%						
	Executive Carrying Case			86.00	47.67%						
	Value Carrying Case			38.00	60.52%						
	Additional 6C Primary Battery			118.00	44.91%						
	Additional 8C Extended Life Battery			148.00	39.18%						
	Additional 12C Ultra Cap. Battery			197.00	44.16%						
	Additional AC Adapter			68.00	55.88%						
	Factory Image Load			20.00	50%						
A-6	Price to Lease Miscellaneous Monitor			MRSP Syncmaster 941BW, 941BW							
	MFG: Samsung	20	EA	740n "17/MSRP	10%						
				Accusync 19 LCD195WXM- BK	10%						
	MFG: NEC		EA	MSRP"							

EXHIBIT "B"
Amendment #1
RFP-60044-07/GGM

Vendor:	ESQIIT Solutions								
Date:		24-Sep-07							
Lot B	LEASE OF NEW PRINTERS, SCANNERS, PROJECTORS & PLOTTERS								
	Applicants must indicate discount associated with the maintenance of the equipment								
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots								
	Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	HP CarePack Discount off MSRP	standard percentage above supplier cost	
	B-1	Price to Lease Standard B&W Printer			HP 9050dn, HP 4250tn, HP 4350dtn				
		MFG: Hewlett Packard	150	EA	HP Price List		10%	12%	
		MFG: Ricoh		EA					
		MFG: Xerox		EA					
		MFG: KIP		EA					
		Model: Various							
	B-2	Price to Lease Standard Color Printer			HP 5550 dtn, HP 2600n, HP 4700dn				
		MFG: Hewlett Packard	25	EA	HP Price List		10%	12%	
		MFG: Ricoh		EA					
		MFG: Xerox		EA					
		MFG: KIP		EA					
		Model: Various			HP Z6100, HP T1100, HP T1100ps				
	B-3	Price to Lease Standard Plotter(s)							
		MFG: Hewlett Packard	15	EA	HP List Price		10%	2%	
		Model: Various							
	B-4	Price to Lease Standard B&W Multifunction Printer			HP M5035xs				
		MFG: Hewlett Packard	10	EA	HP List Price		10%	12%	
		MFG: Ricoh		EA					
		MFG: Xerox		EA					
		Model: Various							
	B-5	Price to Lease Standard Color Multifunction Printer					10%	12%	
		MFG: Hewlett Packard	10	EA					
		MFG: Ricoh		EA					
		MFG: Xerox		EA					
		Model: Various							
	B-6	Price to Lease of Miscellaneous Printers							
		MFG: Printex	1	EA					
		Model: Various							
		MFG: Genicom	1	EA					
		Model: Various							
		MFG: Epson	1	EA					
		Model: Various							
	B-7	Price to Lease Standard B&W/Color Scanner (s)			HP 2560, HP 8270				
		MFG: Fujitsu	30	EA					
		MFG: Vidar		EA					
		MFG: Contex		EA					
		MFG: Hewlett Packard		EA	HP List Price		10%	2%	
		MFG: OCE		EA					
		MFG: KIP		EA					
		Model: Various			Powerlite 7200, 9700c, 9800				
	B-8	Price to Lease Projectors							
		MFG: Epson	10	EA	MSRP		16%		
		Model: Various							
					VPL595				
		MFG: NEC	10	EA	MSRP		30%		
		Model: Various							

Fujitsu Scanners are included in this Contract as part of Exhibit "B"

Vendor: ESQ IT Solutions

Lot C

Price Proposal Lot C
Amendment #2
RFP-600244-07/GGM

Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	HP Carepack Discount off MSRP	State of Florida Contract Pricing	Western States Contract Alliance (WSCA) Pricing	HP Offered Big Deal Pricing	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
C-1	Price to Lease Standard Server											
	MFG: Hewett Packard	100	EA									
	Model: Various											
C-2	Price to Lease Standard SAN											
	MFG: Hewett Packard	2	EA									
	MFG: Hitachi		EA									
	MFG: EMC		EA									
	Model: Various			state of florida contract	10%	10%						
C-3	Price to Lease Miscellaneous Server											
	MFG: Sun	1	EA									
	Model: Various			state of florida contract	10%	10%						
C-4	Price to Lease Mainframe Server											
	MFG: IBM	1	EA									
	Model: Various											
C-5	Price to Lease Tape Back up solutions	8	EA									
	MFG: Hewett Packard											
	MFG: Quantum											
	Model: Various											

C1, C2 and C5, are based on Dost Value for the County, per Attached Letter.

CERTIFIED COPY
MARYANNE MORSE

Price Proposal - Lot D - Routers, Switches, Netw

Vendor:	ESQ IT Solutions											
Date:	24-Sep-07											
Lot D	LEASE OF NEW MISCELLANEOUS ROUTERS, SWITCHES AND MISCELLANEOUS NETWORK											
	Applicants must indicate discount associated with the maintenance of the equipment											
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots											
	Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	Smartnet Support - % off MSRP			3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
	D-1	Price to Lease Miscellaneous Routers, Switches, Network Equipment, Wireless MFG: Cisco	225	EA	MSRP	33%	15%					
		Model: Various										

Price Proposal - Lot E - Firewall Appliances

Vendor:	ESQ IT Solutions											
Date:		24-Sep-07										
Lot E	LEASE OF NEW FIREWALL APPLIANCES											
	Applicants must indicate discount associated with the maintenance of the equipment											
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots											
	Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
	E-1	Discount offered on the Lease of Firewall Appliance										
		MFG: Nokia	6	EA	MSRP	30%						
		MFG: Checkpoint	6	EA	MSRP	30%						
		Model: Various										

Price Proposal - Lot F - Misce. Equipment

Vendor: ESQ IT Solutions
Date: 24-Sep-07
Lot F LEASE OF NEW MISCELLANEOUS EQUIPMENT
Applicants must indicate discount associated with the maintenance of the equipment
Applicants may propose to the County all Lots, Partial Lots or Combination of Lots

Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	Monthly Unit Lease Price	Total Monthly Lease Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
F-1	Price to Lease DVD Duplicator MFG: Primera Technology Model: Various Model: Various	2	EA	MSRP	10%								

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Betsy Cohen **EXT:** 7112

MOTION/RECOMMENDATION:
Award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract).

County-wide Ray Hooper

BACKGROUND:

RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services will provide for irrigation system evaluations, site-specific recommendations, installation, repairs or replacement of automatic shutoff device (ASD), and education on other indoor and outdoor water conservation techniques. The scope of services will include, but are not limited to, preparation and submittal for approval of a Project Management Plan (PMP) describing in detail each activity that will be performed; weekly customer contact report; monthly evaluation and recommendations report; schedule appointments for irrigation evaluations utilizing customer contact information provided by County; make reminder phone calls; provide irrigation evaluation and education services; follow up with each participant within forty-five (45) calendar days; document their adoption of recommended practices; pre and post water usage and financial savings; prepare End of Calendar Year (EOCY) Report; and provide support in educational outreach programs three times per year.

This project was publicly advertised and the County received four (4) responses to the solicitation. The Evaluation Committee which consisted of Ruth Hazard, Environmental Services Department; Debbie Meinert, Environmental Services Department and Gary Rudolph, Environmental Services Department, evaluated the proposals. Consideration was given to price proposal, qualifications and experience of the firms in conducting irrigation audits and evaluation of previous irrigation audit reports. All firms met with the Evaluation Committee and based on the evaluation factors, one of the firms was considered non-responsive due to the fact that the submittal was silent regarding management/methodology, approach and the capability of the firm to provide the educational sessions as required. Staff is recommending Clear Water Products and Services, Inc. as the overall best value solution considering price, qualifications and experience.

Authorization for delivery of services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County for a fixed fee basis, including any and all reimbursable expenses. The agreement shall take effect on the date of its execution by the County and shall run for a period of one (1) year. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage of this contract is $200,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract).

ATTACHMENTS:

1. Agreement
2. Tabulation Sheet
3. Evaluation of Proposals
4. Irrigation Evaluation Assessment

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

TERM CONTRACT FOR IRRIGATION SYSTEM EVALUATION SERVICES (RFP-600587-09/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLEAR WATER PRODUCTS & SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 196087, Winter Springs, Florida 32719, 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide irrigation system evaluation services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide irrigation system evaluation services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for irrigation system evaluation services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

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

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps

to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers'

Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(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 to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its 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 the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for 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. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and 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:

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover 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 minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover 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 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, 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 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 Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

(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 COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability 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 CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 shall have 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:

Clear Water Products & Services, Inc.
P.O. Box 196087
Winter Springs, FL 32719

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CLEAR WATER PRODUCTS & SERVICES, INC.

_____
, Secretary

By:_____
JUDITH BENSON, 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/lpk/sjs
1/13/09, 4/3/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600587.doc

Attachments:
Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Sample Purchase Order

Exhibit A
Scope of Services

Contractor shall provide an irrigation system evaluation, site-specific recommendations, install, repair or replace automatic shutoff device (ASD, if an operable device is not present), and education on other indoor and outdoor water conservation techniques--all at no cost to the customer. The contractor shall provide the following services:

1. Prepare and submit for approval a Project Management Plan (PMP) describing in detail each activity that will be performed, consistent with this Scope. The PMP shall also include:
    - A draft of the checklist to be used by evaluator. At a minimum checklist shall include:
        - Broken water lines
        - Leaking or damaged sprinkler heads
        - Matched precipitation rates of irrigation heads
        - Proper head spacing
        - Operating pressure
        - Shrub or turf interference
        - Alignment of sprinkler heads
        - Mix of rotor and spray heads in each zone
        - Watering turf separate from plant beds
        - Type of controller and physical limitation of modifying control times
        - Irrigation time of each zone
        - Irrigation frequency for each zone
        - Backflow prevention devices
        - Determine if rain sensor is present
        - Approximate size of lot
        - Household population

    - A draft of weekly customer contact report. At a minimum report shall include:
        - Name, address and phone number of each customer provided by County to be contacted for scheduling of an irrigation evaluation.
        - Date and time of each attempt to contact customer.
        - Date and time of scheduled appointment.
        - Date and time of reminder phone call.
        - Reason stated for all customer contacts which decline evaluation.
        - Name, address, phone number, date and time of each completed evaluation.

    - A draft of the monthly evaluation and recommendations report. At a minimum report shall include:
        - Name, address, phone number, date and time of each completed evaluation.
        - Existing irrigation system components, settings, and other relevant information
        - Recommendation(s) to improve the efficiency of the irrigation system
        - Recommended run time and irrigation frequency for each zone.
        - The amount of water the system currently utilizes (listed in gallons per cycle).
        - Estimated water saving or increase (listed in gallons per cycle) when

changes are implemented.

- Water saving listed as percentage.
- Recommended landscape modifications which will encourage water savings.
- List of follow-ups performed, with indication as to the extent that recommendations were adopted, and pre- and post-evaluation monthly water usage, and financial savings.
- Description of other significant activities performed during the month (e.g. presentations)
- Proposed manufacturer name, model number and cost of ASD that will be installed.

2. Schedule appointments for irrigation evaluations utilizing customer contact information provided by County and make reminder phone calls. Realizing customer base typically has a Monday thru Friday, 8:00am to 5:00pm work schedule, Contractor must have scheduling flexibility to call and conduct evaluations outside of these hours to meet the needs of customers as the situation dictates.

3. Provide irrigation evaluation and education services which shall address but not be limited to the following:
   - Broken water lines
   - Leaking or damaged sprinkler heads
   - Matched precipitation rates of irrigation heads
   - Proper head spacing
   - Operating pressure
   - Shrub or turf interference
   - Alignment of sprinkler heads
   - Mix of rotor and spray heads in each zone
   - Watering turf separate from plant beds
   - Type of controller and physical limitation of modifying control times
   - Controller configured to operate within established watering restrictions.
   - Irrigation time of each zone
   - Irrigation frequency for each zone
   - Backflow prevention devices
   - Determine if rain sensor is present
   - Approximate size of lot
   - Household population
   - ASD, install new ASD where an operable device is not present.
   - Provide information on other conservation practices, including but not limited to Florida-friendly landscaping and indoor water conservation.

4. Follow up with each participant within forty-five (45) calendar days and document their adoption of recommended practices and pre-and post water usage and financial savings. At least 66% percent of follow-ups shall be on-site appointments with participant to assess that changes made were in accordance with recommendation(s). Onsite follow-ups shall consist of a walk-through to determine which if any retrofits have been made as the result of the original evaluations, recheck controller, and recheck rain sensor. Report to follow.

5. Prepare End of Calendar Year (EOCY) Report. Report shall be due at the end of the

second week of February of each calendar year. The report shall include at a minimum:

- Introduction and project overview
- Narrative summary of findings regarding efficiency characteristics of existing irrigation systems, pre and post water usage, and financial savings
- Participant listing with all corresponding data entered and used by Contractor*
- Pre- and post-evaluation water usage*
- Financial savings*
- Estimated Gallons saved-annually
- Narrative discussion of participant rate of adoption of Contractor recommendations, with explanation of possible reasons why recommendations are not being adopted.
- Narrative discussion of recommendations for improvements for future program efforts
- Electronic copies of all evaluation summary and recommendations & monthly progress reports (on a separate CD)
- Three (3) hard copies and one digital copy (County preference) of the EOCY Report shall be provided

*These and other numerical-based data shall be summarized in the written report, as well as provided in full detail separately on a CD in Excel spreadsheet format.

6. Contractor, at own expense, shall support County in educational outreach programs three times per year. Educational outreach support shall consist of presentations and/or specialty event participation. Presentation shall be a minimum of two (2) hours up to four (4) hours. Additional support will be based on fee schedule.

7. Contractor to provide consultation services upon request for a nominal fee to be listed in response.

General

1. All data, forms, and reports shall become the property of Seminole County to be used for but not limited to, statistical analysis, governmental reporting, trade journal publication, and educational outreach, as an example.
2. All data, forms and reports are to be submitted in electronic form.
   - Checklist is to be in PDF format
   - Weekly customer contact report to be in Excel format. Report is due each Friday, no later than 4:00pm.
   - Monthly evaluation and recommendation report to be in Excel format. Report is due on the last workday of each month, no later than 4:00pm.
   - All forms and reports are subject to County approval. County Contract Administrator may request additional reports and change reporting format upon reasonable notification. Contractor shall have computer software that is compatible with County software (Microsoft Office 2007 Access/Excel/Word/PowerPoint, Adobe Acrobat 7.0).
3. Contractor shall provide support and assistance to County personnel when County attends any irrigation evaluation. County personnel may attend any irrigation evaluations as determined by Utility Manager or Program Manager.

4. Contractor shall establish and maintain a reasonable accounting system, following generally accepted accounting principles (GAAP), consisting of financial statements (balance sheet, income sheet, and statement of cash flows), which enables ready identification of contractor's cost of goods and use of funds. The Contractor shall allow the County, or its authorized agent, access to such books, records, financial operations, and documents of the contractor or its subcontractors 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 this agreement and as indicated in the agreement.
5. Contractor shall maintain, at its own expense, an office within the geographic area of Seminole County where service inquiries can be received or, in the alternative, a toll-free telephone access for customers residing within service area.
6. Contractor shall maintain, at its own cost, sufficient inventory of ASD's to meet program expectations.
7. Contractor shall display a Seminole County Contractor sign, supplied by the County, on vehicles during residential irrigation evaluations. Contractor shall be responsible to ensure the return of this item upon end of agreement.
8. Contractor with County approval may initiate calls, letters etc. to county customers in an effort to provide irrigation evaluations.

Personnel:

Personnel Requirements – The Contractor shall furnish supervisory, administrative and trained personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services shall have specialized training, prior work experience or demonstrated skills required to fulfill the specific contract requirements.

Prohibition against hiring off-duty County employees – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

Standards of Conduct for Contractor Personnel – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the job. The removal from the job site of a Contractor employee shall not

relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

Employee Identification – All of the Contractor's personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of services under this agreement. Contractor personnel shall display a Seminole County identification badge, supplied by the County, at all times while performing services under this agreement. Contractor shall be responsible to ensure the return of this item upon termination of employee or end of agreement, whichever occurs first.

Control of Personnel – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

Personnel Selection – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

Section 5
Price Proposal

PROJECT TITLE: **IRRIGATION SYSTEM EVALUATIONS**

PROJECT NUMBER: **RFP-600587-09/BJC**

Name of Proposer: CLEAR WATER PRODUCTS & SERVICES, INC.

Mailing Address: P O BOX 196087

City/State/Zip: WINTER SPRINGS FL 32719-6087

Phone Number: (407) 302-4455 FAX Number: (407) 302-4422

E-mail Address: JB@CLEARWATERPSI.COM

Project Manager: JUDY BENSON

Telephone Number: 407.302.4455 Mobile: 407.760.7817 Fax: 407.302.4422

E-Mail Address: JB@CLEARWATERPSI.COM

Alternate Contact: CURT BENSON

Telephone Number: 407.302.4455 Mobile: 407.538.6706 Fax: 407.302.4422

E-Mail Address: INFO@CLEARWATERPSI.COM

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the Work in strict conformity Contract Documents, including Addenda Nos. ____ through__, for the amount hereinafter set forth.

The undersigned 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/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements may result in a finding that the Proposer is non-responsive.

No addenda issued as of February 24, 2009

The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items
- Cost associated with company officers and staff

PART I:

A. **SERVICES INCLUDE IRRIGATION SYSTEM EVALUATIONS AND EDUCATION PROGRAM FOR RESIDENTIAL PROPERTIES AS DESCRIBED IN THE SCOPE OF SERVICES.**

Cost per evaluation: $ 269.30

PART II:

SERVICES INCLUDE INSTALLATION, REPAIRS OR REPLACEMENT OF AUTOMATIC RAIN SENSOR FOR WATER CONSERVATION DUE TO IRRIGATION. SERVICES INCLUDE PROPER MOUNTING, WIRING AND ADJUSTMENT OF RAIN SENSORS IN RESIDENTIAL APPLICATIONS AS REQUIRED BY FLORIDA STATUTES 373.62 AND SEMINOLE COUNTY CODE.

A. Service call to install, repair or replace sensor for Irrigation Evaluation costumers. Cost to include service call fee for individual trip when unable to install, repair or replace during evaluation appointments.

$ 85.00 per event

B. Install, repair or replace rain sensor for Irrigation Evaluation costumers during evaluation appointment. Cost to include discounted cost due to installation completed during evaluation appointment. No trip charge. Service call to install, repair or replace sensor for Irrigation Evaluation costumers. Cost to include service call fee for individual trip when unable to install, repair or replace during evaluation appointments.

$ 55.00 per event

Company Name: CLEAR WATER PRODUCTS & SERVICES, INC.

Authorized Signature:

Fixed Hourly Rates

The fixed hourly rates for work in place are to be utilized as required as necessary during the term of the contract. Rates shall not be applied until both parties agree to proposed conditions.

Outreach Education: $__125.00__ per hour

Consulting/Technical: $___76.03__ per hour

Administrative: $___32.43__per hour

NOTE: Educational hourly rate may include multiple employees utilized for the hourly rate noted above. Employee participation is determined by Clear Water PSI.

Indoor Water Audits

Pricing for each audit: $___83.43__

EXHIBIT B

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE:
ORDER DATE:
REQ. NUMBER:
ANALYST:
VENDOR NUMBER:

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY:

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV:

TOTAL AMOUNT:

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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

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

RFP NUMBER: RFP-600587-09/BJC
RFP TITLE: Irrigation System Evaluations
DUE DATE: February 25, 2009 at 2:00 P.M.

	Cato Environmental Services PO Box 951556 Lake Mary, Florida 32795 (407) 402-3762 – Phone (407) 804-0360 – Fax Lara Cato	Clear Water Products & Services PO Box 196087 Winter Springs, FL 32719 (407) 302-4455 – Phone (407) 302-4422 – Fax Judith C. Benson	Dobson's Woods & Water 851 Maguire Road Ocoee, FL 34761 **Non-Responsive** (407) 841-0030 – Phone (407) 843-7546 – Fax Libby Dobson	Masuen Consulting LLC 5079 N Dixie Hwy #323 Oakland Park, FL 33334 (866) 928-1533 – Phone (800) 928-1534 – Fax Mitch Walker
Part I: Irrigation System Evaluations and Education Programs	$95.00 Per Evaluation	$269.30 Per Evaluation	$25.00 Per Evaluation	$515.00 Per Evaluation
Part II - A: Service Call to Install, Repair and Replace Sensor for Irrigation Evaluation (Not during Evaluation Appointments)	$75.00 Per Event	$85.00 Per Event	$100.00 Per Event	$110.00 Per Event
Part II – B: Install, Repair or replace Rain Sensor for Irrigation Evaluation (When completed during Evaluation Appointments)	$55.00 Per Event	$55.00 Per Event	$75.00 Per Event	$75.00 Per Event

Dobson's Woods & Water - Did not meet requirements for Audits and Education portion of the scope of services as required by the County. Proposal did not include management plan, sample of audits and information was required in the RFP documents and necessary to determine qualification of the firm to provide required services.

EVALUATION FACTORS. The following criteria will be used in the evaluation of the proposals:

- **Price proposal (50%)**
- **Qualifications and Experience in conducting irrigation audits (40%)**
- **Examples of Previous Irrigation Audit Reports (10%)**

Status:
Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 2/25/2009 @ 4:30 PM)
Recommendation of Award: Clear Water Products & Services (Posted 4/01/2009 @ 3:15 P.M.) (revised 4/07/2009 @ 4:05 PM)
BCC for Award: 4/28/2009

RFP-600587-09/BJC - Irrigation System Evaluations

Evaluator	Cato Environmental Services	Clear Water Products & Services	Masuen Consulting LLC
Rudolph, Gary	**68**	**78**	**70**
Hazard, Ruth	**53**	**79**	**70**
Meinert, Debbie	**65**	**83**	**72**

Total Points	**186**	**240**	**212**
Ranking	**3**	**1**	**2**

Dobson's Woods & Water - Did not meet requirements for Audits and Education portion of the scope of services as required by the County. Proposal did not include management plan, sample of audits and information was required in the RFP documents and necessary to determine qualification of the firm to provide required services.

EVALUATION FACTORS. The following criteria will be used in the evaluation proposals:

Price Proposal (50 Points).

Qualifications and Experience in conducting irrigation audits (0 - 40 Points):

- A variety of audit situations and customers;
- Single family homes or small business audits;
- Audits have resulted in water use reduction.
- Demonstration of staffing capability to perform required services and handle workload as indicated in the scope of services.
- Demonstrated experience and readiness to provide recommendations that would change customer's landscaping in ways that resulted in water use reduction.

Examples of previous irrigation audit reports (10 Points):

- Completeness of reports;
- Reports are understandable and geared to the appropriate audience level;
- Reports provide information that expands the customer's understanding of their irrigation system and ability to reduce water use.

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.;
Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

Mr Cato has a very competitive price, but is unable to provide the minimum informational needs the County has for evaluating our customer's residential landscapes.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

25

#1: Experience and Qualifications - Remarks:

Mr. Cato indicated he is the only one doing the irrigation evaluations. This could be an issue if we receive multiple requests at the same time which occurs normally in the summer. He does not have all the requested certifications as required per the RFP. He is missing Water Star or Equivalent and Master Gardener Certification or equivalent. Mr. Cato indicated he was not familiar with any indoor water conservation techniques.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#1: Examples of Previous Irrigation Audit Reports - Remarks:

Mr. Cato's form seems to cover only the mechanical part of the evaluation. Lacking in the hortacultural portion of the evaluation which includes types of turf grasses and shrubbery.

#1: Cost Proposal (0 to 50 Points):

38

#1 Total:

68

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

34

#2: Experience and Qualifications - Remarks:

Clearwater provided documentation showing they meet all required qualifications.

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

9

#2: Examples of Previous Irrigation Audit Reports - Remarks:

Clearwater has done audits for the County before and shows clearly that it understands the requriements of our audit program.

#2: Cost Proposal (0 to 50 Points):

35

#2 Total:

78

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

N/A

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

Very good

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

38

#4: Experience and Qualifications - Remarks:

Masuen's presentation provided insight that the firm is at the top of the water conservation program. Their staff are all highly educated and certified. I would not say they are over qualified but the cost to do business with them is to high for our budget. There was discussion if they would be willing to Best and Final their price. They indicated they would not be able to modify their price.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#4: Examples of Previous Irrigation Audit Reports - Remarks:

There evaluation reports are very thorough and really are beyond what we are looking for.

#4: Cost Proposal (0 to 50 Points):

22

#4 Total:

70

Created at 3/23/2009 12:02 PM by Rudolph, Gary
Last modified at 3/31/2009 10:43 AM by Rudolph, Gary

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
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to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.;
Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

In the interview, Mr. Cato said he would be the only person from his firm doing the evaluations. This could set the program back if he is not available or if our workload increases like it does in the spring and summer.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

10

#1: Experience and Qualifications - Remarks:

Does not meet requirements of bid package. Is not certified for Water Star and no one in the firm is a Master Gardener or equivalent.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

3

#1: Examples of Previous Irrigation Audit Reports - Remarks:

Does not calculate gallons used so there is no way to track savings in the future. Does not identify types of plantings or grass.

#1: Cost Proposal (0 to 50 Points):

40

#1 Total:

53

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#2: Experience and Qualifications - Remarks:

Clearwater meets or exceeds all requirements of the scope. Employees are familiar with the requirements and they have sufficient staff to work through the heavier demands in the spring and summer.

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#2: Examples of Previous Irrigation Audit Reports - Remarks:

The evaluation report is clear, easy to read and has all the pertinent data needed to track usage.

#2: Cost Proposal (0 to 50 Points):

30

#2 Total:

79

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

disqualified

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

0

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

0

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

0

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

overall experience very good, cost is not feasible.

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

40

#4: Experience and Qualifications - Remarks:

Highly qualified staff with a detail to water conservation rewuirements. Meets all requirements in scope.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#4: Examples of Previous Irrigation Audit Reports - Remarks:

The report is hard to read because of the formatting. More like a thesis than a clearly laid our report. Although their report covers all aspects of the evaluation, finding the needed information is difficult.

#4: Cost Proposal (0 to 50 Points):

25

#4 Total:

70

Created at 3/31/2009 8:29 AM by Hazard, Ruth
Last modified at 3/31/2009 8:29 AM by Hazard, Ruth

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.;
Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

HE STATED HE WILL BE THE ONLY ONE SLATED TO DO THE EVALUATIONS THAT HAVE SOME OF THE EXPERIENCE, AT TIMES OF THE YEAR WE ARE SENDING NUMEROUS CUSTOMERS REQUEST FOR IRRIGATION EVAL. ALTHOUGH CATO'S PRICING IS LOW IT LACKS QUALIFICATIONS & CERTIFICATIONS.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

15

#1: Experience and Qualifications - Remarks:

MR. CATO STATED HE DID NOT HAVE ANY INSIDE WATER CONSERVATION KNOWLEDGE OR EXPERIENCE. NO ONE IN HIS COMPANY HAS A WATER STAR CERTIFICATION WHICH WAS IN THE SCOPE OF SERVICE. NO ONE IN HIS COMPANY IS A MASTER GARDENER.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#1: Examples of Previous Irrigation Audit Reports - Remarks:

THE FORM SUBMITTED IN CATO'S PACKAGE LACKED KEY INFORMATION IN PERFORMING A WATER CONSERVATIN IRRIGATION EVALUATION (I.E. SHRUBS & OTHER PLANT MATERIALS MIXED WITH TURF GRASS). THEIR FORM DOESN'T GIVE GALLONS OF WATER SAVED IF REFOMMENDATIONS ARE FOLLOWED. DID NOT GIVE PROCESS FOR FOLLOW UPS.

#1: Cost Proposal (0 to 50 Points):

45

#1 Total:

65

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

CLEARWATER HAS A COMPLETE & CLEAR UNDERSTANDING OF THE TASK AT HAND THAT NEEDS TO BE PERFORMED SINCE THEY HAVE DONE THIS TYPE OF WORK BEFORE AS SHOWN IN THEIR BID PACKAGE. THEY HAVE ALSO PERFORMED OTHER IRRIGATION EVALUATIONS WITH WATER CONSERVING

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#2: Experience and Qualifications - Remarks:

CLEAR WATER HAS PRODUCED ALL REQUIREMENTS & CERTIFICATIONS NEEDED TO PREPARE THE IRR. EVALS. (MASTER GARDENER, WATER STAR, IRRIGATION AUDITOR CERTIFIED).

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#2: Examples of Previous Irrigation Audit Reports - Remarks:

THEIR EVAL FORMS ARE EASY TO READ & UNDERSTAND WHICH IS GOOD BECAUSE A COPY OF THIS FORM IS GIVEN TO THE CUSTOMER. THE GALLONS SAVED PER THE RECOMMENDED SETTINGS ARE SPECIFICALLY CALLED OUT AND THEY CONCENTRATE ON WATER CONSERVERATION USING THEIR EXPERIENCE IN PERFORMING THIS TYPE OF EVALUATION PREVIOUSLY.

#2: Cost Proposal (0 to 50 Points):

34

#2 Total:

83

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

NA

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

Masuen is very capable of providing the irrigation evaluations and has all the necessary credentials to provide water conservation information and education to our customers.

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#4: Experience and Qualifications - Remarks:

THEIR TEAM OF EMPLOYEES HAVE ALL THE NECESSARY QUALIFICATIONS REQUIRED TO PERFORM THE IRRIGATION EVALUATIONS.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

8

#4: Examples of Previous Irrigation Audit Reports - Remarks:

VERY DETAILED REPORT WHICH WOULD BE GOOD FOR THE COUNTY BUT TOO DETAILED FOR THE CUSTOMER & FEEL THEY WOULD OVER LOOK KEY INFORMATION IN SUCH A DETAILED REPORT.

#4: Cost Proposal (0 to 50 Points):

25

#4 Total:

72

Created at 3/31/2009 9:26 AM by Meinert, Debbie
Last modified at 3/31/2009 9:26 AM by Meinert, Debbie

CLEAR WATER PRODUCTS & SERVICES, INC.

F . Box 196087
Winter Springs, FL 32719-6087
Phone: 407/302-4455
www.clearwaterpsi.com

Water That Hits The SpOt!

Seminole County

Irrigation Evaluation Assessment
Contract: October 1, 2006 – September 30, 2007

Number of Completed Irrigation Evaluations:	526
Average Percentage Saved by Property Owner:	31%
Estimated Total Gallons Saved:	88,412,150
Number of Rain Sensors Installed or Repaired:	188

NOTE: Additional savings will be retained by property owners due to functioning rain sensors and if maintenance recommendations are completed.
These savings are not included in total noted above.

CLEAR WATER PRODUCTS & SERVICES. INC.

P.O. Box 196087
Winter Springs, FL 32719-6087

Phone: 407/302-4455
www.clearwaterpsi.com

Water That Hits The Spot!

Seminole County

Irrigation Evaluation Assessment
Contract: October 1, 2007 – September 30, 2008

Number of Completed Irrigation Evaluations:	423
Estimated Total Gallons Saved:	68,043,953.54
Number of Rain Sensors Installed or Repaired:	230

NOTE: Additional savings will be retained by property owners due to functioning rain sensors and if maintenance recommendations are completed.
These savings are not included in total noted above.

Contract Extension: October 1, 2008 – December 5, 2008

Number of Completed Irrigation Evaluations:	124
Estimated Total Gallons Saved:	Not Available
Number of Rain Sensors Installed or Repaired:	25

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Gloria Garcia **EXT:** 7123

MOTION/RECOMMENDATION:
Award RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services to Vector Disease Control, Inc., DeWitt, Arkansas (Primary Contractor), and Clarke Environmental Mosquito Management, Inc., Kissimmee (Secondary Contractor).

County-wide Ray Hooper

BACKGROUND:

RFP-600650-09/GMG will provide for professional services for the County's mosquito control program by providing aerial insecticide application support in Seminole County on an as-needed basis to control adult mosquitoes on specific source locations. The County expects to treat 61,440 acres per year. Annual aerial Adulticiding applications may increase gradually during the ensuing three (3) year period as the need arises. Additional aerial mosquito treatment areas may be identified during the contract term.

The project was publicly advertised and the County received two (2) submittals in response to the solicitation: Clarke Environmental Mosquito Management, Inc., Kissimmee, and Vector Disease Control, Inc., DeWitt, AR. The Evaluation Committee, which consisted of Edward Horvath, Principal Environmental Scientist, Public Works Department/Roads-Stormwater Division and Owen Reagan, Project Manager/Principal Engineer, Public Works /Roads-Stormwater Division, evaluated the proposals. Consideration was given to personnel and firm qualifications and credentials, management plan and technical plan and proposed fee schedule. The agreements shall take place on the date of the execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for three (3) successive one (1) year periods. Authorization for performance of services by the Contractors under this agreement shall be in the form of written Release Orders issued and executed by the County. The estimated annual budget for this project is $60,000.00.

STAFF RECOMMENDATION:
Staff recommends that the Board award RFP-600650-09/GMG – Term Contract for Mosquito Control Aerial Adulticiding Services to Vector Disease Control, Inc., DeWitt, Arkansas (Primary Contractor), and Clarke Environmental Mosquito Management, Inc. Kissimmee (Secondary Contractor).

ATTACHMENTS:

1. Tabulation Sheet/Status
2. Ranking
3. Evaluation Responses
4. Agreement - Primary Contractor
5. Agreement - Secondary Contractor

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

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

RFP NUMBER: RFP-600650-09/GMG
RFP TITLE: Term Contract for Mosquito Control Aerial Adulticiding Services

DUE DATE: April 29, 2009 at 2:00 P.M.

Clarke Environmental Mosquito Management, Inc. 3036 Michigan Avenue Kissimmee, Florida 34744 (407) 944-0520 - Phone (407) 944-0709 - Fax Frank J. Clarke	Vector Disease Control, Inc. PO Box 566 DeWitt, AR 72042-0566 (800) 413-4445 – Phone (866) 839-8595 – Fax Malcom Williams

The evaluation criteria is as follows:

Personnel and Firm Qualifications and Credentials - 35 Weighted Points

- Delineated personnel and firm experience
- Credentials – certifications, licenses
- Past performance record
- Current Workload and staff and equipment availability

Management Plan and Technical Plan – 35 Weighted Points

- Work Procedures
- Approach to Work
- Quality Control program

Fee Schedule - 30 Weighted Points (see attached price detail)

Tabulated by Gloria M. García, Senior Procurement Analyst (Posted 4/29/2009 – 2:50 PM)

Recommendation of Award: Primary Contractor: Vector Disease Control, Inc. Secondary Contractor" Clarke Environmental Mosquito Management, Inc. for BCC Approval on June 23, 2009 Posted: 5/20/2009 – 12:00 PM)

MATERIALS AND PRICE SCHEDULE	Clarke Environmental Mosquito Management		Vector Disease Control, Inc.
RFP-600650-09/GMG - Aerial Adulticiding Services			
Application with Pesticide Provided			
Naled - Pesticide & application at 0.50 oz/acre	$1.53		$1.41
Naled - Pesticide & application at 0.75/acre	$1.84		$1.70
Naled - Pesticide & application at 1.0 oz/acre2.16	$2.16		$2.00
Anvil 10+10 applied at 0.62 oz /acre (option)	$1.67		N/A
Application Only- County provides chems			
Naled - application only	$0.89/per acre application		$0.82/per acre application
Naled - pesticide only	No Bid		$150.46/per gallon

RFP-600409-08/GMG- Term Contract for Mosquito Control Aerial Larviciding Services

Evaluators	Clarke Environmental Mosquito Management	Vector Disease Control, Inc.
Horvath, Edward	4.4	6.65
Reagan, Owen	5.5	5.65
TOTAL POINTS	**9.45**	**12.30**
RANKING	**2**	**1**

Evaluations

RFP-600650-09/GMG - Mosquito Control Aerial Adulticiding Services

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.:

#1: Personnel and Firm Qualifications and Credentials 7 – 9 = Exceeds Requirements 4 – 6 = Meets Requirements 1 – 3 = Does Not Meet Requirements 0 = Does Not Compl

5

#1: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

Clarke meets the experience, licensing, workload criteria. Historically, we have had billing issues and issues with incorrect materials being used/charged for.

#1: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:

5

#1: Work Procedures - Approach to Work - Quality Control Program - Remarks:

Clarke provides the pesticide, and loads their planes in Sarasota. There is little quality control that can be conducted by County Staff with materials used. Clarke does no provide software or data to track pesticide application. Reports are static.

#1: Fee Schedule:

3

#1 Total:

4.4

RESPONSE #2: VECTOR DISEASE CONTROL, INC.:

#2: Personnel and Firm Qualifications and Credentials 7 – 9 = Exceeds Requirements 4 – 6 = Meets Requirements 1 – 3 = Does Not Meet Requirements 0 = Does Not Compl

5

#2: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

VDCI meets our experience, licensing, workload criteria. They curreny hold a contract for aerial larviciding. We have historically utilized this bidder for adult mosquito control using a piggyback contract and I was pleased with the results.

#2: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:

8

#2: Work Procedures - Approach to Work - Quality Control Program - Remarks:

VDCI supplies the pesticide for bioassay testing in order to ensure the pesticide meets my requirments. VDCI has provided the County with software to track pesticide applications in near-real-time. Reports are viewable in motion.

#2: Fee Schedule:

7

#2 Total:

6.65

Created at 5/6/2009 2:19 PM by Horvath, Edward
Last modified at 5/6/2009 2:19 PM by Horvath, Edward

Evaluations

RFP-600650-09/GMG - Mosquito Control Aerial Adulticiding Services

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.:

#1: Personnel and Firm Qualifications and Credentials 7 – 9 = Exceeds Requirements 4 – 6 = Meets Requirements 1 – 3 = Does Not Meet Requirements 0 = Does Not Compl

6

#1: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

Clarke meets the experience,licensing and workload criteria. They have worked extensively with Seminole County in the past.

#1: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:

5

#1: Work Procedures - Approach to Work - Quality Control Program - Remarks:

Satisfactory approach to work and procedures.

#1: Fee Schedule:

4

#1 Total:

5.05

RESPONSE #2: VECTOR DISEASE CONTROL, INC.:

#2: Personnel and Firm Qualifications and Credentials 7 – 9 = Exceeds Requirements 4 – 6 = Meets Requirements 1 – 3 = Does Not Meet Requirements 0 = Does Not Compl

5

#2: Delineated Experience - certifications, licenses, past performance, workload - Remarks:

VDCI meets the licensing, experience and workload requirements. they have been working with Seminole County over the last couple years.

#2: Management Plan and Technical Plan 7-9 = Exceeds Requirements 4-6 = Meets Requirements 1-3 = Does Not Meet Requirements 0 = Does not Comply:

6

#2: Work Procedures - Approach to Work - Quality Control Program - Remarks:

More access to quality control.

#2: Fee Schedule:

6

#2 Total:

5.65

Created at 5/18/2009 3:36 PM by Reagan, Owen
Last modified at 5/18/2009 3:36 PM by Reagan, Owen

TERM CONTRACT FOR MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES
PRIMARY CONTRACTOR
(RFP-600650-09/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **VECTOR DISEASE CONTROL, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 566, Dewitt, Arkansas 72042, 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide mosquito control aerial adulticiding services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section

reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the

insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(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 to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its 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 the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for 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. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and 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:

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover 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 minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover 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 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, 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 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 Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

(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 COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability 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 CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-

to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and

shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by 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 COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 shall have 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:

Public Works - Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

Vector Disease Control, Inc.
P.O. Box 566
Dewitt, Arkansas 72042

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

VECTOR DISEASE CONTROL, INC.

_____
, Secretary

By: _____
, 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

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order

AEC/sjs
4/6/09, 5/21/09
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Section 5
Cost Proposal

PROJECT: **MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES**

COUNTY CONTRACT NO. **RFP-600650-09/GMG**

Name of Proposer: Vector Disease Control Inc.

Mailing Address: P.O. Box 566

Street Address: 203 East Cross

City/State/Zip: Dewitt AR 72042

Phone Number: (800) 413-4445

FAX Number: (866) 839-8595

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, 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 places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, 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/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 24 day of April, 2009.

(Signature of person signing FORM)

Malcom Williams
(Printed name of person signing FORM)

Manager Aerial Division & Chief Pilot
(Title of person signing FORM)

RFP-600650-09/GMG
MATERIALS AND PRICE SCHEDULE
REVISED PER ADDENDUM #2

APPLICATION WITH PESTICIDE PROVIDED (Service Provider provides the chemicals)	**Cost Per Acre**
Naled* - Pesticide & application applied at 0.50 oz per acre	$ 1.41
Naled* - Pesticide & application applied at 0.75 oz per acre	$ 1.70
Naled*- Pesticide & application applied at 1.0 oz per acre	$ 2.00

APPLICATION ONLY (County provides the chemicals)	**Cost**
Naled - Application only	$ 0.82 /Per Acre Application
Naled - Pesticide only	$ 150.46 /Per Gallon

*Service Provider shall provide a label and MSDS for all proposed pesticides with their submittal.

The SERVICE PROVIDER shall ensure that personnel assigned to perform services in this Agreement shall comply with all provisions in the agreement and that all data and information submitted to the COUNTY for Professional Services is accurate.

The SERVICE PROVIDER shall ensure that all key personnel; support personnel and other agents performing services under this Agreement are fully qualified and capable to perform their assigned tasks. Any change or substitution to the SERVICE PROVIDER'S KEY PERSONNEL as described in this Agreement must be approved, in writing, by the COUNTY'S ADMINISTRATIVE AGENT before said changes or substitutions can become effective. At the sole discretion of the COUNTY'S ADMINISTRATIVE AGENT, the COUNTY shall have the right to require the SERVICE PROVIDER to remove personnel assigned at any level for the performance of work.

Proposer Name: Vector Disease Control Inc.
Malcom Williams

Section 1 –
Description of Services – Scope of Work

Seminole County is currently soliciting proposals for a term contract to provide professional services for the County's Mosquito Control Program, by providing aerial insecticide application support in Seminole County on an as needed basis. The professional services will include, but not limited to:

I. **AERIAL SERVICES**: ***Task 2 - Aerial Adulticiding***: To control adult mosquitoes will generally be limited to specific source locations identified in Seminole County. The COUNTY expects to treat 61,440 acres per year. Annual aerial Adulticiding applications may increase gradually during the ensuing three (3) year period. Aerial Adulticiding in Seminole County may increase as the need arises. Additional aerial mosquito treatment areas may be identified during the contract. The specific locations and frequency of insecticide application shall be determined at the sole discretion of the COUNTY. Global positioning system (GPS) coordinates of all sites will be provided by the COUNTY to the SERVICE PROVIDER. During the term of this agreement the COUNTY, at its sole discretion, may add, delete or modify portions of the work scope functions. There is no guarantee that the approximate acres will be conducted during the year.

II. **BASIC SERVICES**

A. The Service Provider shall:

1. Have one (1) aircraft capable of being equipped to apply the mosquito adulticides specified in this Agreement in accordance with the label directions and all rules and regulations of the Florida Department of Agriculture and Consumer Services' Bureau of Entomology and Pest Control and the U.S. Environmental Protection Agency.
2. Have the capabilities of receiving and opening an e-mail version of the target area map as delineated on the COUNTY's Geographic Information System (GIS) and a facsimile transmission of the map.
3. Provide all ground support for routine applications in order to conduct missions within 48 hours.
4. Comply with all Federal Aviation Administration (FAA) regulations, inclusive of applicable Federal Air Regulations (F.A.R) 137 that may apply when providing services under the performance of this Agreement.
5. Confirm in writing. conferences, telephone conversations, consultations and meetings in which SERVICE PROVIDER is a party which resolves or establishes a question of scope, a design element or other consideration of this agreement. Copies of these minutes shall be provided to all attendees/participants and to persons identified on the COUNTY'S distribution list within seven (7) calendar days.
6. Provide written responses to all the COUNTY's written comments within fifteen (15) calendar days.
7. Conduct operation within the window of time provided by the COUNTY. During the mosquito season, generally April through October, Service Provider shall be available to perform services twenty-four (24) hours per day, seven (7) days per week. During the non-mosquito season an alternate time period may be mutually agreed to in writing by the County's Administrative Agent and Service Provider.
8. Provide a report including all aspects of the treatment mission within 24 hours of completion. Provide raw GIS data for County GIS records and County use, along

with any software and mission data needed to process and review the missions, all of which needs to be compatible with the County's current system.

B. Aircraft

1. All aircraft provided by Service Provider pursuant to this Agreement shall be operated and maintained by Service Provider at no additional cost to the COUNTY.
2. All aircraft used by Service Provider to perform professional services identified in this Agreement must conform to all FAA rules and regulations.
3. All Service Provider's aircraft shall be equipped with a Global Positioning System (GPS) capable to record on a map of Seminole County in a digital format compatible with the Geographic Information System of Seminole County Mosquito Management Services. The flight path of the aircraft must be within thirty (30) feet of its actual flight path, when pesticide is being released and when it is not being released.
4. The electronic copy of each mission record shall be provided by SERVICE PROVIDER to the Coounty's Administrative Agent within 24 hours after mission is completed.
5. Service Provider shall notify County's Administrative Agent no later than 07:30 hours on the morning following the mission by e-mail or facsimile as to the completion status of each Task 2ndicated on the work for Release Order.

C. Pilots

All Pilots employed by Service Provider shall maintain all certifications required by FAA and as described in Chapter 388 F.S. and F.A.C. 5E-13 for aerial Public Health Pest Control. Service Provider shall provide written proof of current certifications for all Pilots who provide services under this Agreement.

III. RESPONSIBILITIES OF THE COUNTY

A. All Release Orders for Services, or instructions provided to the Service Provider by the County's Administrative Agent, or his/her designee, shall be in writing and transmitted by electronic mail or facsimile transmission.
B. Duties and responsibilities of the County's Administrative Agent:

1. Shall provide a forty-eight (48) hour notice for the Service Provider to prepare for a mission.
2. Shall provide Service Provider, no later than twenty-four (24 hours) prior to any time the mission is scheduled to commence, with an electronic copy or hard copy of the Work Order for Services. The Work Order for Services will include the spray area (s), the date (s) and time (s) of desired applications, and any additional information that will increase the safety margin of the mission.
3. Shall determine the pesticide formulation and application rates and methods to be used by Service Provider for the pesticides identified in Exhibit A of this Agreement.
4. May use any pesticide formulation and application rate identified in Exhibit A.
5. Shall provide liaison contact information for Service Provider during all aerial applications and may provide ground support in special cases as determined jointly by the County's Administrative Agent and Service Provider, and during emergency situations.

IV. **DEFINITIONS:** Whenever in this Agreement the following terms are used they shall have the meaning hereinafter set forth unless specifically noted otherwise in the text.

A. **AERIAL ADULTICIDING**: The aerial application of insecticides to control adult mosquitoes.
B. **ADULTICIDE:** A pesticide used for the control of adult mosquitoes. Naled is the referenced Adulticide in the Scope of Services.
C. **COUNTY'S ADMINISTRATIVE AGENT**: The person designated by the COUNTY to provide direct interface with the Service Provider with respect to the COUNTY's responsibilities under this Agreement. Namely the County Mosquito Control Program Manager.
D. **COUNTY**: Seminole County Government and its staff members assigned to this Project.
E. **CONTRACT TASKS:** TASK 2 - Aerial Adulticiding
F. **ELECTRONIC COMMUNICATION**: By e-mail or facsimile.
G. **SERVICE PROVIDER**: Firm to provide professional mosquito control services.
H. **PILOT**: Person hired by Service Provider who is an FAA certified licensed pilot and is certified as described in Chapter 388 F.S. and 5E-13 F.A.C. for aerial Public Health Pest Control who provides services under this Agreement.
I. **PROJECT**: All professional services to assist the COUNTY'S Mosquito Management Services by providing aerial and ground insecticide application support and an aerial reconnaissance capability in Seminole County on an as needed basis.
J. **PROJECT TEAM**: The County's Administrative Agent and Service Provider who shall work jointly during the term of the Agreement.
K. **WORK**: All the professional aerial and ground insecticide applications to control immature and adult mosquitoes, aerial surveillance and responsibilities to be performed by Service Provider, specified or stated by this Agreement, including all the supervision of Service Provider personnel necessary or required to perform under this Agreement.

V. **ORGANIZATION MEETINGS AND IMPLEMENTATION SCHEDULE**

A. The initial organization meeting between Service Provider and COUNTY'S Project Management Team will be scheduled within five (5) working days after the execution of the agreement. The date and time of said meeting will be determined by mutual consent between Service Provider and the COUNTY'S Administrative Agent. The meeting will include prior preparation by Service Provider.
B. Implementation Schedule: Within fifteen (15) calendar days after issuance of the NTP, the Service Provider shall deliver to the COUNTY an Implementation Schedule with specific dates for approval by the County's Administrative Agent. The Implementation Schedule shall also include the specific calendar dates for the delivery or completion of all documents, and reports required for this Agreement.

VI. **WORK PLAN:** At the conclusion of each contract year, Service Provider shall prepare a written report in both hard copy and electronic formats. Said report shall summarize the key tasks completed and highlight performance data in the performance of the work. The written report and materials (e.g., statistical data, maps, seasonal data, project notebooks, graphics, drawings, schedules, etc.) shall be in a manner and form

determined by the County's Administrative Agent. Service Provider shall provide to COUNTY four (4) copies of each report of which one (1) copy shall be unbound and in reproducible form for printing by COUNTY for distribution.

VII. **WORK PLAN:** The Project Work Plan shall be provided by the Service Provider and includes the following:

Aerial Services: Provide aerial insecticide application and an aerial reconnaissance capability in Seminole County on an as needed basis.

The specific locations and frequency of insecticide application shall be determined at the sole discretion of the County's Administrative Agent.

VIII. **WORK TASKS:**

Task 2 - Aerial Adulticiding: The aerial application of insecticides to control adult mosquitoes. Work details to include but not be limited to the following Elements:

1. Provide aerial adulticide application services as directed by the County's Administrative Agent. The County's Administrative Agent will notify Service Provider by e-mail or facsimile of the need for the services no less than twenty-four (24) hours before the time indicated on the work order.
2. Provide and/or apply one or more of the following pesticides at the indicated rate as directed by the County's Administrative Agent:

   a) Apply Naled @ 0.50 oz./acre.
   b) Apply Naled @ 0.75 oz./acre
   c) Apply Naled @ 1.00 oz./acre
   d) Supply Naled in 30 gallon drums (Pesticide in 30 gallon drums is purchased from Service Provider if County's Administrative Agent cancels aerial mission after delivery, to be used at the next aerial mission).

COUNTY ADMINISTRATIVE AGENT FOR THIS CONTRACT:

SEMINOLE COUNTY MOSQUITO CONTROL
Address: 177 Bush Loop, Sanford, Florida 32773
Phone: (407) 665-5568
FAX: (407) 665-5634
Email: ehorvath@seminolecountyfl.gov

Edward Horvath, Program Manager

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER DATE: OP
REQ. SIGN DATE:
REQ. NUMBER:
ANALYST:
VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

TO:

VENDOR:

DELIVERY:

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SAMPLE PURCHASE ORDER		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT / DIV:

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

TERM CONTRACT FOR MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES
SECONDARY CONTRACTOR
(RFP-600650-09/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3036 Michigan Avenue, Kissimmee, Florida 34744, 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide mosquito control aerial adulticiding services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section

reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In

such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the

insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(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 to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its 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 the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for 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. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and 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:

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover 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 minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover 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 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, 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 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 Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

(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 COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability 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 CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-

to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and

shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by 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 COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 shall have 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:

Public Works - Roads/Stormwater
177 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

Clarke Environmental Mosquito Management, Inc.
3036 Michigan Avenue
Kissimmee, Florida 34744

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.

_____
, Secretary

By: _____
, 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

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order

AEC/sjs
4/6/09, 5/21/09
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Section 5
Cost Proposal

PROJECT: **MOSQUITO CONTROL AERIAL ADULTICIDING SERVICES**

COUNTY CONTRACT NO. **RFP-600650-09/GMG**

Name of Proposer: Clarke Environmental Mosquito Management, Inc.

Mailing Address: AS Below

Street Address: 3036 Michigan Ave

City/State/Zip: Kissimmee, FL 34744

Phone Number: (407) 944-0520

FAX Number: (407) 944-0709

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, 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 places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, 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/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has ~~hereunto~~ executed this FORM this 27 day of April, 2009.

(Signature of person signing FORM)

Frank Clarke
(Printed name of person signing FORM)

VP, Key Accounts
(Title of person signing FORM)

RFP-600650-09/GMG
MATERIALS AND PRICE SCHEDULE
REVISED PER ADDENDUM #2

APPLICATION WITH PESTICIDE PROVIDED (Service Provider provides the chemicals)	**Cost Per Acre**
Naled* - Pesticide & application applied at 0.50 oz per acre	$ 1.53
Naled* - Pesticide & application applied at 0.75 oz per acre	$ 1.84
Naled*- Pesticide & application applied at 1.0 oz per acre	$ 2.16

Anvil 10+10 Applied at 0.62 oz per acre $1.67

APPLICATION ONLY (County provides the chemicals)	**Cost**
Naled - Application only	$ 0.89 /Per Acre Application
Naled - Pesticide only	$ N/A /Per Gallon

*Service Provider shall provide a label and MSDS for all proposed pesticides with their submittal.

The SERVICE PROVIDER shall ensure that personnel assigned to perform services in this Agreement shall comply with all provisions in the agreement and that all data and information submitted to the COUNTY for Professional Services is accurate.

The SERVICE PROVIDER shall ensure that all key personnel; support personnel and other agents performing services under this Agreement are fully qualified and capable to perform their assigned tasks. Any change or substitution to the SERVICE PROVIDER'S KEY PERSONNEL as described in this Agreement must be approved, in writing, by the COUNTY'S ADMINISTRATIVE AGENT before said changes or substitutions can become effective. At the sole discretion of the COUNTY'S ADMINISTRATIVE AGENT, the COUNTY shall have the right to require the SERVICE PROVIDER to remove personnel assigned at any level for the performance of work.

Proposer Name: Clarke Environmental Mosquito Management, Inc.

Section 1 –
Description of Services – Scope of Work

Seminole County is currently soliciting proposals for a term contract to provide professional services for the County's Mosquito Control Program, by providing aerial insecticide application support in Seminole County on an as needed basis. The professional services will include, but not limited to:

I. **AERIAL SERVICES**: ***Task 2 - Aerial Adulticiding***: To control adult mosquitoes will generally be limited to specific source locations identified in Seminole County. The COUNTY expects to treat 61,440 acres per year. Annual aerial Adulticiding applications may increase gradually during the ensuing three (3) year period. Aerial Adulticiding in Seminole County may increase as the need arises. Additional aerial mosquito treatment areas may be identified during the contract. The specific locations and frequency of insecticide application shall be determined at the sole discretion of the COUNTY. Global positioning system (GPS) coordinates of all sites will be provided by the COUNTY to the SERVICE PROVIDER. During the term of this agreement the COUNTY, at its sole discretion, may add, delete or modify portions of the work scope functions. There is no guarantee that the approximate acres will be conducted during the year.

II. **BASIC SERVICES**

A. The Service Provider shall:

1. Have one (1) aircraft capable of being equipped to apply the mosquito adulticides specified in this Agreement in accordance with the label directions and all rules and regulations of the Florida Department of Agriculture and Consumer Services' Bureau of Entomology and Pest Control and the U.S. Environmental Protection Agency.
2. Have the capabilities of receiving and opening an e-mail version of the target area map as delineated on the COUNTY's Geographic Information System (GIS) and a facsimile transmission of the map.
3. Provide all ground support for routine applications in order to conduct missions within 48 hours.
4. Comply with all Federal Aviation Administration (FAA) regulations, inclusive of applicable Federal Air Regulations (F.A.R) 137 that may apply when providing services under the performance of this Agreement.
5. Confirm in writing. conferences, telephone conversations, consultations and meetings in which SERVICE PROVIDER is a party which resolves or establishes a question of scope, a design element or other consideration of this agreement. Copies of these minutes shall be provided to all attendees/participants and to persons identified on the COUNTY'S distribution list within seven (7) calendar days.
6. Provide written responses to all the COUNTY's written comments within fifteen (15) calendar days.
7. Conduct operation within the window of time provided by the COUNTY. During the mosquito season, generally April through October, Service Provider shall be available to perform services twenty-four (24) hours per day, seven (7) days per week. During the non-mosquito season an alternate time period may be mutually agreed to in writing by the County's Administrative Agent and Service Provider.
8. Provide a report including all aspects of the treatment mission within 24 hours of completion. Provide raw GIS data for County GIS records and County use, along

with any software and mission data needed to process and review the missions, all of which needs to be compatible with the County's current system.

B. Aircraft

1. All aircraft provided by Service Provider pursuant to this Agreement shall be operated and maintained by Service Provider at no additional cost to the COUNTY.
2. All aircraft used by Service Provider to perform professional services identified in this Agreement must conform to all FAA rules and regulations.
3. All Service Provider's aircraft shall be equipped with a Global Positioning System (GPS) capable to record on a map of Seminole County in a digital format compatible with the Geographic Information System of Seminole County Mosquito Management Services. The flight path of the aircraft must be within thirty (30) feet of its actual flight path, when pesticide is being released and when it is not being released.
4. The electronic copy of each mission record shall be provided by SERVICE PROVIDER to the Coounty's Administrative Agent within 24 hours after mission is completed.
5. Service Provider shall notify County's Administrative Agent no later than 07:30 hours on the morning following the mission by e-mail or facsimile as to the completion status of each Task 2ndicated on the work for Release Order.

C. Pilots

All Pilots employed by Service Provider shall maintain all certifications required by FAA and as described in Chapter 388 F.S. and F.A.C. 5E-13 for aerial Public Health Pest Control. Service Provider shall provide written proof of current certifications for all Pilots who provide services under this Agreement.

III. RESPONSIBILITIES OF THE COUNTY

A. All Release Orders for Services, or instructions provided to the Service Provider by the County's Administrative Agent, or his/her designee, shall be in writing and transmitted by electronic mail or facsimile transmission.
B. Duties and responsibilities of the County's Administrative Agent:

1. Shall provide a forty-eight (48) hour notice for the Service Provider to prepare for a mission.
2. Shall provide Service Provider, no later than twenty-four (24 hours) prior to any time the mission is scheduled to commence, with an electronic copy or hard copy of the Work Order for Services. The Work Order for Services will include the spray area (s), the date (s) and time (s) of desired applications, and any additional information that will increase the safety margin of the mission.
3. Shall determine the pesticide formulation and application rates and methods to be used by Service Provider for the pesticides identified in Exhibit A of this Agreement.
4. May use any pesticide formulation and application rate identified in Exhibit A.
5. Shall provide liaison contact information for Service Provider during all aerial applications and may provide ground support in special cases as determined jointly by the County's Administrative Agent and Service Provider, and during emergency situations.

IV. **DEFINITIONS:** Whenever in this Agreement the following terms are used they shall have the meaning hereinafter set forth unless specifically noted otherwise in the text.

A. **AERIAL ADULTICIDING**: The aerial application of insecticides to control adult mosquitoes.
B. **ADULTICIDE:** A pesticide used for the control of adult mosquitoes. Naled is the referenced Adulticide in the Scope of Services.
C. **COUNTY'S ADMINISTRATIVE AGENT**: The person designated by the COUNTY to provide direct interface with the Service Provider with respect to the COUNTY's responsibilities under this Agreement. Namely the County Mosquito Control Program Manager.
D. **COUNTY**: Seminole County Government and its staff members assigned to this Project.
E. **CONTRACT TASKS:** TASK 2 - Aerial Adulticiding
F. **ELECTRONIC COMMUNICATION**: By e-mail or facsimile.
G. **SERVICE PROVIDER**: Firm to provide professional mosquito control services.
H. **PILOT**: Person hired by Service Provider who is an FAA certified licensed pilot and is certified as described in Chapter 388 F.S. and 5E-13 F.A.C. for aerial Public Health Pest Control who provides services under this Agreement.
I. **PROJECT**: All professional services to assist the COUNTY'S Mosquito Management Services by providing aerial and ground insecticide application support and an aerial reconnaissance capability in Seminole County on an as needed basis.
J. **PROJECT TEAM**: The County's Administrative Agent and Service Provider who shall work jointly during the term of the Agreement.
K. **WORK**: All the professional aerial and ground insecticide applications to control immature and adult mosquitoes, aerial surveillance and responsibilities to be performed by Service Provider, specified or stated by this Agreement, including all the supervision of Service Provider personnel necessary or required to perform under this Agreement.

V. **ORGANIZATION MEETINGS AND IMPLEMENTATION SCHEDULE**

A. The initial organization meeting between Service Provider and COUNTY'S Project Management Team will be scheduled within five (5) working days after the execution of the agreement. The date and time of said meeting will be determined by mutual consent between Service Provider and the COUNTY'S Administrative Agent. The meeting will include prior preparation by Service Provider.
B. Implementation Schedule: Within fifteen (15) calendar days after issuance of the NTP, the Service Provider shall deliver to the COUNTY an Implementation Schedule with specific dates for approval by the County's Administrative Agent. The Implementation Schedule shall also include the specific calendar dates for the delivery or completion of all documents, and reports required for this Agreement.

VI. **WORK PLAN:** At the conclusion of each contract year, Service Provider shall prepare a written report in both hard copy and electronic formats. Said report shall summarize the key tasks completed and highlight performance data in the performance of the work. The written report and materials (e.g., statistical data, maps, seasonal data, project notebooks, graphics, drawings, schedules, etc.) shall be in a manner and form

determined by the County's Administrative Agent. Service Provider shall provide to COUNTY four (4) copies of each report of which one (1) copy shall be unbound and in reproducible form for printing by COUNTY for distribution.

VII. **WORK PLAN:** The Project Work Plan shall be provided by the Service Provider and includes the following:

Aerial Services: Provide aerial insecticide application and an aerial reconnaissance capability in Seminole County on an as needed basis.

The specific locations and frequency of insecticide application shall be determined at the sole discretion of the County's Administrative Agent.

VIII. **WORK TASKS:**

Task 2 - Aerial Adulticiding: The aerial application of insecticides to control adult mosquitoes. Work details to include but not be limited to the following Elements:

1. Provide aerial adulticide application services as directed by the County's Administrative Agent. The County's Administrative Agent will notify Service Provider by e-mail or facsimile of the need for the services no less than twenty-four (24) hours before the time indicated on the work order.
2. Provide and/or apply one or more of the following pesticides at the indicated rate as directed by the County's Administrative Agent:

   a) Apply Naled @ 0.50 oz./acre.
   b) Apply Naled @ 0.75 oz./acre
   c) Apply Naled @ 1.00 oz./acre
   d) Supply Naled in 30 gallon drums (Pesticide in 30 gallon drums is purchased from Service Provider if County's Administrative Agent cancels aerial mission after delivery, to be used at the next aerial mission).

COUNTY ADMINISTRATIVE AGENT FOR THIS CONTRACT:

SEMINOLE COUNTY MOSQUITO CONTROL
Address: 177 Bush Loop, Sanford, Florida 32773
Phone: (407) 665-5568
FAX: (407) 665-5634
Email: ehorvath@seminolecountyfl.gov

Edward Horvath, Program Manager

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER DATE: OP
REQ. SIGN DATE:
REQ. NUMBER:
ANALYST:
VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

TO:

VENDOR:

DELIVERY:

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SAMPLE PURCHASE ORDER		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT / DIV:

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600661-09/BJC - Title Search/Title Insurance Services

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Betsy Cohen **EXT:** 7112

MOTION/RECOMMENDATION:
Award RFP-600661-09/BJC - Title Search/Title Insurance Services to Shutts & Bowen LLP, Orlando (Primary); and George B. Wallace & Associates, P.A., Sanford (Secondary).

County-wide Ray Hooper

BACKGROUND:

RFP-600661-09/BJC - Title Search/Title Insurance Services will provide title services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency that is duly licensed or registered in the State of Florida to perform the services specified herein.

This project was publicly advertised and the County received eight (8) submittals in response to the solicitation. The Evaluation Committee comprised of Stan Hunsinger, Senior Coordinator/Administrative Services Department; Neil Newton, Major Project Acquisition Coordinator/County Attorney's Office; and David Shields, Assistant County Attorney/County Attorney's Office, evaluated the submittals. Consideration was given to qualifications and experience, adequate professional and technical competence of the firm and personnel, credential and experience of the firm in providing the required services, past and current experience of the firm in managing government accounts, methodology and fee schedule. Authorization for services by the Agent under this agreement shall be in the form of written Purchase Orders issued and executed by County and executed by County. Each order will describe the services required and the amount and method of payment. This agreement shall take effect on the date of its execution by County and shall run for a period of one (1) year. At the sole option of the County, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600661-09/BJC - Title Search/Title Insurance Services to Shutts & Bowen LLP, Orlando (Primary); and George B. Wallace & Associates, P.A., Sanford (Secondary).

ATTACHMENTS:

1. Tabulation Sheet
2. Evaluation of Proposals
3. Agreement
4. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

RFP NUMBER: RFP-600661-09/BJC
RFP TITLE: Title Search/Title Insurance Services
DUE DATE: May 6, 2009 at 2:00 P.M.

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

Floridian Title, LLC		George B. Wallace & Associates, P.A.		North American Title Company		Shutts & Bowen LLP	
1603 Oak Springs Place		700 W. First Street		2295 S. Hiawassee Road, #313		300 S Orange Avenue, #1000	
Lake Mary, Florida 32746		Sanford, Florida 32771		Orlando, Florida 32835		Orlando, Florida 32801	
(561) 236-8917 – Phone		(407) 323-3660 – Phone		(407) 523-1667 – Phone		(407) 423-3200 – Phone	
(561) 828-3106 – Fax		(407) 323-2475 – Fax		(407) 523-1668 – Fax		(407) 425-8316 – Fax	
Nichole Blake		George B. Wallace		Jean G. Dorazio		Kenneth W. Wright	
Title Search per parcel:	$75.00	Title Search per parcel:	$150.00	Title Search per parcel:	$185.00	Title Search per parcel:	$150.00
Re-Certification/Update:	$25.00	Re-Certification/Update:	$50.00 *	Re-Certification/Update:	$35.00	Re-Certification/Update:	$50.00 *
Closing Services Fee:	$350.00	Closing Services Fee:	$300.00	Closing Services Fee:	$350.00	Closing Services Fee:	$300.00
Hourly Rate:	Not Specified*	Hourly Rate:	$200.00	Hourly Rate:	$55.00	Hourly Rate:	$150.00 **
*Indicated - Negotiable		*First 2 free of charge				*First 2 updates included in initial search fee **See proposal for assigned staff	

Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.		Sunbelt Title Agency		Titlecorp of Florida, LLC		Universal Land Title, Inc.	
1001 Heathrow Park Lane, #4001		2170 West SR 434, #124		355 S Ronald Reagan Blvd.		601 N Magnolia Avenue, #200	
Lake Mary, Florida 32746		Longwood, Florida 32779		Longwood, Florida 32750		Orlando, Florida 32835	
(407) 322-2171 – Phone		(407) 619-2178 – Phone		(407) 629-2070 – Phone		(407) 345-0774 – Phone	
(407) 330-2379 – Fax		(303) 323-6518 – Fax		(407) 629-0722 – Fax		(407) 422-8037 – Fax	
William L. Colbert		Nichole Clements		Robert W. Archie		Michael R. Stogdill	
Title Search per parcel:	$175.00-$300.00	Title Search per parcel:	$85.00	Title Search per parcel:	$50.00	Title Search per parcel:	$475.00
Re-Certification/Update:	$150.00	Re-Certification/Update:	Free	Re-Certification/Update:	$25.00	Re-Certification/Update:	$125.00
Closing Services Fee:	$225.00	Closing Services Fee:	$295.00	Closing Services Fee:	$325.00	Closing Services Fee:	$500.00
Hourly Rate:	$95.00 Paralegal $175.00 Attorney	Hourly Rate:	$25.00	Hourly Rate:	$75.00	Hourly Rate:	$85.00

EVALUATION CRITERIA. The following criteria will be used in the evaluation of the proposals:

- Qualifications and Experience
- Methodology
- Cost proposal

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 5/06/2009 @ 4:00 P.M.)

RFP-600661-09/BJC - Title Search/Title Insurance Services

Evaluation of Proposals

Evaluators	Floridian Title, LLC	George B. Wallace & Associates, P.A.	North American Title Company	Shutts & Bowen, LLP	Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.	Sunbelt Title Agency	Titlecorp of Florida, LLC	Universal Land Title, Inc.
Hunsinger, Stan	49.65	71.25	53.7	86.25	73.15	55.3	60.4	48.35
Shields, David	64.65	78.25	61.7	82.25	63.15	70.3	69.4	59.35
Newton, Neil	60	80	78	86	72	83	82	80
Total Points	174.3	229.5	193.4	254.5	208.3	208.6	211.8	187.7
Ranking	8	2	6	1	5	4	3	7

EVALUATION FACTORS:

Qualifications and Experience:
Adequate professional and technical competence of the firm and personnel
Credential and experience of the firm in providing the required services
Past and current experience of the firm in managing government accounts
Methodology
Cost Proposal

Evaluations

RFP-600661-09/BJC - Title Search/Title Insurance Services

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.;
Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: FLORIDIAN TITLE, LLC:

#1: Firm and Staff Qualifications and References (0 to 50 Points):

25

#1: Qualifications - Remarks:

Appears to be a single person company which relies on sub-contractors to assist with title issues. Has held Title Agent License since 2006.

#1: Technical Proposal and Methodology (0 to 20 Points):

5

#1: Technical proposal and Methodology - Remarks:

Floridian Title supplied a copy of their Mission Statement and did not explain their methods of accomplishing the Scope of Services in the RFP

#1: Cost Proposal:

19.65

#1: Cost Proposal - Remarks:

#1 Total:

49.65

RESPONSE #2: GEORGE B WALLACE & ASSOCIATES, P.A.:

#2: Firm and Staff Qualifications and References (0 to 50 Points):

40

#2: Qualifications - Remarks:

More than adequate qualifications to peform the tasks required in the bid package.

#2: Technical Proposal and Methodology (0 to 20 Points):

15

#2: Technical proposal and Methodology - Remarks:

Technical proposal and methodology appears to be acceptable.

#2: Cost Proposal:

16.25

#2: Cost Proposal - Remarks:

Quote for an Hourly rate appears to be high.

#2 Total:

71.25

RESPONSE #3: NORTH AMERICAN TITLE COMPANY:

#3: Firm and Staff Qualifications and References (0 to 50 Points):

30

#3: Qualifications - Remarks:

#3: Technical Proposal and Methodology (0 to 20 Points):

10

#3: Technical proposal and Methodology - Remarks:

#3: Cost Proposal:

13.7

#3: Cost Proposal - Remarks:

#3 Total:

53.7

RESPONSE #4: SHUTTS & BOWEN, LLP:

#4: Firm and Staff Qualifications and References (0 to 50 Points):

50

#4: Qualifications - Remarks:

Extensive working background with Seminole County on numerous Major Right of Way Projects which included title searches, preparation of closing doucments, closing of the transactions and any other services necessary in finalizing the necessary acquisition activity.

#4: Technical Proposal and Methodology (0 to 20 Points):

20

#4: Technical proposal and Methodology - Remarks:

Their technical proposal and methodology is excellent, as can be seen by this firm's past performance with Seminole County.

#4: Cost Proposal:

16.25

#4: Cost Proposal - Remarks:

#4 Total:

86.25

RESPONSE #5: STENSTROM, MCINTOSH, COLBERT, WHIGHAM & PARTLOW, P.A.:

#5: Firm and Staff Qualifications and References (0 to 50 Points):

40

#5: Qualifications - Remarks:

Firm is more than qualified, however with a lawsuit against Seminole County in regards to Real Estate it seems to be conflicting with their submittal.

#5: Technical Proposal and Methodology (0 to 20 Points):

15

#5: Technical proposal and Methodology - Remarks:

The firms methodology appears to be sufficient.

#5: Cost Proposal:

18.15

#5: Cost Proposal - Remarks:

#5 Total:

73.15

RESPONSE #6: SUNBELT TITLE AGENCY:

#6: Firm and Staff Qualifications and Reference (0 to 50 Points):

25

#6: Qualifications - Remarks:

The firm's qualifications seem to met the work requirements.

#6: Technical Proposal and Methodology (0 to 20 Points):

10

#6: Technical Proposal and Methodology - Remarks:

Methodology did not appear to address the full scope of services.

#6: Cost Proposal:

20.3

#6: Cost Proposal - Remarks:

#6: Total:

55.3

RESPONSE #7: TITLECORP OF FLORIDA, LLC:

#7: Firm and Staff Qualifications and References (0 to 50 Points):

25

#7: Qualifications - Remarks:

The firm stated it's employees have a combination of 52 years experience, however resumes were not attached to the firm's response to the bid package. Upon review of the firm's response it appears they met the qualifications.

#7: Technical Proposal and Methodology (0 to 20 Points):

10

#7: Technical Proposal and Methodology - Remarks:

Did not find the technical proposal and methodology, however a Company brochure submitted with the bid package.

#7: Cost Proposal:

25.4

#7: Cost Proposal - Remarks:

#7: Total:

60.4

RESPONSE #8: UNIVERSAL LAND TITLE, INC.:

#8: Firm and Staff Qualifications and References (0 to 50 Points):

25

#8: Qualifications - Remarks:

Firm mets the qualifications of the Bid Package

#8: Technical Proposal and Methodology (0 to 20 Points):

15

#8: Technical Proposal and Methodology - Remarks:

Excellent technical and methodology proposal.

#8: Cost Proposal:

8.35

#8: Cost Proposal - Remarks:

All areas of the firm's cost proposal seem high, with the exception of their hourly rate.

#8: Total:

48.35

Created at 5/12/2009 2:57 PM by Hunsinger, Stan
Last modified at 5/27/2009 1:30 PM by Hunsinger, Stan

Evaluations

RFP-600661-09/BJC - Title Search/Title Insurance Services

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.;
Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: FLORIDIAN TITLE, LLC:

#1: Firm and Staff Qualifications and References (0 to 50 Points):

28

#1: Qualifications - Remarks:

Owner has only had title agent licensed for 3 years

#1: Technical Proposal and Methodology (0 to 20 Points):

12

#1: Technical proposal and Methodology - Remarks:

Needs methodology regarding title services process and not company mission statement.

#1: Cost Proposal:

20

#1: Cost Proposal - Remarks:

#1 Total:

60

RESPONSE #2: GEORGE B WALLACE & ASSOCIATES, P.A.:

#2: Firm and Staff Qualifications and References (0 to 50 Points):

42

#2: Qualifications - Remarks:

Qualifications and experience is more than sufficient for the requirements of this RFP.

#2: Technical Proposal and Methodology (0 to 20 Points):

18

#2: Technical proposal and Methodology - Remarks:

Proposal and methodology meet the requirement for this RFP.

#2: Cost Proposal:

20

#2: Cost Proposal - Remarks:

#2 Total:

80

RESPONSE #3: NORTH AMERICAN TITLE COMPANY:

#3: Firm and Staff Qualifications and References (0 to 50 Points):

42

#3: Qualifications - Remarks:

Qualifications and experience meet the requirement for this RFP.

#3: Technical Proposal and Methodology (0 to 20 Points):

12

#3: Technical proposal and Methodology - Remarks:

No clear methodology.

#3: Cost Proposal:

24

#3: Cost Proposal - Remarks:

#3 Total:

78

RESPONSE #4: SHUTTS & BOWEN, LLP:

#4: Firm and Staff Qualifications and References (0 to 50 Points):

48

#4: Qualifications - Remarks:

Qualifications and experience are more than sufficient for this RFP. Bidder has an excellent reputation with Seminole County for previous title services.

#4: Technical Proposal and Methodology (0 to 20 Points):

18

#4: Technical proposal and Methodology - Remarks:

Proposal and methodology meet the requirements for this RFP.

#4: Cost Proposal:

20

#4: Cost Proposal - Remarks:

#4 Total:

86

RESPONSE #5: STENSTROM, MCINTOSH, COLBERT, WHIGHAM & PARTLOW, P.A.:

#5: Firm and Staff Qualifications and References (0 to 50 Points):

40

#5: Qualifications - Remarks:

This firm currently represents a client involved in a law suit against Seminole County regarding a real estate matter. This RFP is regarding a real estate matter. This suit was not initially disclosed. In my opinion it would be inappropriate for this firm to sue Seminole County with one hand and represent Seminole County with the other.

#5: Technical Proposal and Methodology (0 to 20 Points):

14

#5: Technical proposal and Methodology - Remarks:

Proposal and methodology meets the requirements for this RFP.

#5: Cost Proposal:

18

#5: Cost Proposal - Remarks:

#5 Total:

72

RESPONSE #6: SUNBELT TITLE AGENCY:

#6: Firm and Staff Qualifications and Reference (0 to 50 Points):

42

#6: Qualifications - Remarks:

Qualifications and experience meet the requirements for this RFP.

#6: Technical Proposal and Methodology (0 to 20 Points):

13

#6: Technical Proposal and Methodology - Remarks:

Methodology references a series of proprietary systems to service Seminole County, but it was not clear to me how.

#6: Cost Proposal:

28

#6: Cost Proposal - Remarks:

#6: Total:

83

RESPONSE #7: TITLECORP OF FLORIDA, LLC:

#7: Firm and Staff Qualifications and References (0 to 50 Points):

44

#7: Qualifications - Remarks:

Qualifications and experience meet the requirements for this RFP.

#7: Technical Proposal and Methodology (0 to 20 Points):

12

#7: Technical Proposal and Methodology - Remarks:

Bidder appears to have provided a print out of their web site which did not clearly state a methodology.

#7: Cost Proposal:

26

#7: Cost Proposal - Remarks:

#7: Total:

82

RESPONSE #8: UNIVERSAL LAND TITLE, INC.:

#8: Firm and Staff Qualifications and References (0 to 50 Points):

48

#8: Qualifications - Remarks:

Qualifications and experience meet the requirements for this RFP.

#8: Technical Proposal and Methodology (0 to 20 Points):

18

#8: Technical Proposal and Methodology - Remarks:

Methodology was clear and easy to understand.

#8: Cost Proposal:

14

#8: Cost Proposal - Remarks:

In comparison to the other bidders for this RFP, the cost proposal seems excessively high.

#8: Total:

80

Created at 5/22/2009 5:08 PM by Newton, Neil
Last modified at 5/22/2009 5:08 PM by Newton, Neil

Evaluations

RFP-600661-09/BJC - Title Search/Title Insurance Services

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.;
Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: FLORIDIAN TITLE, LLC:

#1: Firm and Staff Qualifications and References (0 to 50 Points):

35

#1: Qualifications - Remarks:

The owner has been a licensed title agent since 2006.

#1: Technical Proposal and Methodology (0 to 20 Points):

10

#1: Technical proposal and Methodology - Remarks:

Unfortunately, the proposal did not include a statement of methodology but a "mission statement" which did not seem to explain their methodology.

#1: Cost Proposal:

19.65

#1: Cost Proposal - Remarks:

The quoted fees are about average for the bids received.

#1 Total:

64.65

RESPONSE #2: GEORGE B WALLACE & ASSOCIATES, P.A.:

#2: Firm and Staff Qualifications and References (0 to 50 Points):

46

#2: Qualifications - Remarks:

The firm seems well qualified to perform the work. The owner is an attorney who states he has been handling real estate transactions for over 25 years.

#2: Technical Proposal and Methodology (0 to 20 Points):

16

#2: Technical proposal and Methodology - Remarks:

The firm's methodology seems acceptable.

#2: Cost Proposal:

16.25

#2: Cost Proposal - Remarks:

The quoted fees are average for the bids received, but this law firm seems to have the experience and reliability justifying the price proposed.

#2 Total:

78.25

RESPONSE #3: NORTH AMERICAN TITLE COMPANY:

#3: Firm and Staff Qualifications and References (0 to 50 Points):

38

#3: Qualifications - Remarks:

The firm has been in business for 25 years.

#3: Technical Proposal and Methodology (0 to 20 Points):

10

#3: Technical proposal and Methodology - Remarks:

Unfortunately, the proposal did not include a clear statement of methodology.

#3: Cost Proposal:

13.7

#3: Cost Proposal - Remarks:

The quoted fees are above the average for the bids received.

#3 Total:

61.7

RESPONSE #4: SHUTTS & BOWEN, LLP:

#4: Firm and Staff Qualifications and References (0 to 50 Points):

48

#4: Qualifications - Remarks:

The firm seems very well qualified and they seem to have a very good track record having done the same work previously for Seminole County. The firm has handled a broad range of real estate transactions in the Orlando area for more than 20 years. The principal paralegal who will be handling the work has over 17 years experience with the firm.

This law firm is presently representing a client in an eminent domain matter against Seminole County that presents a conflict of interest in doing any work for the County. The conflict does not seem serious enough to impact the firm's qualifications, but before a contract could be awarded to this firm, this conflict will have to addressed in a satisfactory manner.

#4: Technical Proposal and Methodology (0 to 20 Points):

18

#4: Technical proposal and Methodology - Remarks:

The proposed methodology seems well suited to Seminole County's needs.

#4: Cost Proposal:

16.25

#4: Cost Proposal - Remarks:

The quoted fees are average for the bids received, but this law firm has the experience and reliability justifying the price proposed.

#4 Total:

82.25

RESPONSE #5: STENSTROM, MCINTOSH, COLBERT, WHIGHAM & PARTLOW, P.A.:

#5: Firm and Staff Qualifications and References (0 to 50 Points):

35

#5: Qualifications - Remarks:

The attorney designated to handle the closings and issue title policies seems very qualified with many years of real estate experience.

This law firm is presently representing a client against Seminole County in a lawsuit that presents a significant conflict of interest in doing any work for the County. The nature of the conflict raises questions about whether the firm can also effectively serve the County at the same time and the conflict therefore had a negative impact on the firm's qualifications for this contract. Before a contract could be awarded to this firm, this conflict would have to addressed in a satisfactory manner.

#5: Technical Proposal and Methodology (0 to 20 Points):

10

#5: Technical proposal and Methodology - Remarks:

The proposal did not elaborate in appropriate detail its methodology but the firm does seem to have a track record to indicate it can handle the work under the contract properly.

The proposal included considerable information that is irrelevant to the subject matter of the contract.

#5: Cost Proposal:

18.15

#5: Cost Proposal - Remarks:

The quoted fees are about average for the bids received.

#5 Total:

63.15

RESPONSE #6: SUNBELT TITLE AGENCY:

#6: Firm and Staff Qualifications and Reference (0 to 50 Points):

38

#6: Qualifications - Remarks:

The firm's local manager has 11 years experience in title and settlement operations.

#6: Technical Proposal and Methodology (0 to 20 Points):

12

#6: Technical Proposal and Methodology - Remarks:

The firm seems to have a methodology capable of handling the work.

#6: Cost Proposal:

20.3

#6: Cost Proposal - Remarks:

The quoted fees are competitive for the bids received.

#6: Total:

70.3

RESPONSE #7: TITLECORP OF FLORIDA, LLC:

#7: Firm and Staff Qualifications and References (0 to 50 Points):

34

#7: Qualifications - Remarks:

The owner of the firm has 11 years of experience.

#7: Technical Proposal and Methodology (0 to 20 Points):

10

#7: Technical Proposal and Methodology - Remarks:

The firm appeared to use a marketing brochure in lieu of the requested statement of methodology and the brochure did not adequately describe the methodology.

#7: Cost Proposal:

25.4

#7: Cost Proposal - Remarks:

The quoted fees are competitive for the bids received.

#7: Total:

69.4

RESPONSE #8: UNIVERSAL LAND TITLE, INC.:

#8: Firm and Staff Qualifications and References (0 to 50 Points):

38

#8: Qualifications - Remarks:

The branch manager appears to have over 20 years of experience in the field.

#8: Technical Proposal and Methodology (0 to 20 Points):

13

#8: Technical Proposal and Methodology - Remarks:

The firm seems to have a methodology capable of handling the work.

#8: Cost Proposal:

8.35

#8: Cost Proposal - Remarks:

The quoted fees are significantly higher compared to the other proposals.

#8: Total:

59.35

Created at 5/14/2009 1:37 PM by Shields, David
Last modified at 6/1/2009 8:29 AM by Shields, David

TERM CONTRACT FOR CLOSING AGENT, TITLE SEARCH AND TITLE INSURANCE SERVICES (RFP-600661-09/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SHUTTS & BOWEN, LLP**, duly authorized to conduct business in the State of Florida, whose address is 300 S. Orange Avenue, #1000, Orlando, Florida 32801, hereinafter called "AGENT", 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide closing agent, title search and title insurance services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, AGENT is competent and qualified to provide closing agent, title search and title insurance services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and AGENT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain AGENT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. AGENT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At

the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to AGENT.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by AGENT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that AGENT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The AGENT shall not be compensated for any services performed that have not been expressly authorized in writing by the COUNTY.

SECTION 4. TIME FOR COMPLETION. The services to be provided by AGENT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate AGENT for the professional services called for under this Agreement on a "Fixed

Fee" basis. If additional services billed at an hourly rate are deemed necessary, those services must be approved in advance, in writing, by COUNTY prior to performance, in order for them to be compensable.

SECTION 6. PAYMENT AND BILLING.

(a) AGENT shall supply all services required by the Purchase Order, but in no event shall AGENT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, AGENT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to AGENT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, AGENT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of AGENT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

County Attorney's Office
1101 East First Street
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from AGENT.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, AGENT may invoice COUNTY

for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay AGENT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of AGENT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to AGENT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to AGENT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to AGENT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) AGENT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at AGENT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, AGENT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF AGENT. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. AGENT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused

by AGENT's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to AGENT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of AGENT to fulfill its Agreement obligations. Upon receipt of such notice, AGENT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by AGENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, AGENT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of AGENT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, AGENT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. AGENT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of AGENT; provided, however, that AGENT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of AGENT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that AGENT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. AGENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. AGENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for AGENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for AGENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion,

without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) AGENT agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) AGENT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that AGENT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that AGENT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, AGENT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, AGENT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. AGENT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by AGENT.

SECTION 17. INSURANCE.

(a) GENERAL. AGENT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, AGENT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 AGENT, AGENT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, AGENT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by AGENT shall relieve AGENT of its full responsibility for performance of any obligation including AGENT indemnification of COUNTY under this Agreement.

(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 to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, AGENT shall, as soon as AGENT has knowledge of any such circumstance, immediately notify 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 AGENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY AGENT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of AGENT, AGENT shall, at its 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 the Agreement, the insurance shall become effective prior to the commencement of work by AGENT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) AGENT's insurance shall cover AGENT for 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. AGENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both AGENT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and 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:

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) AGENT's insurance shall cover AGENT 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 minimum limits to be maintained by AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) AGENT'S insurance shall cover AGENT 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 AGENT (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, AGENT 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 AGENT 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 Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability 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 AGENT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of AGENT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) AGENT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which AGENT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND AGENT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by AGENT, will designate and advise AGENT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions,

receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) AGENT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind AGENT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting AGENT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. AGENT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by AGENT 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 COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by AGENT not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. AGENT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. AGENT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, AGENT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to AGENT.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 shall have 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:

County Attorney's Office
1101 East First Street
Sanford, FL 32771

For AGENT:

Shutts & Bowen, LLP
300 S. Orange Avenue, #1000
Orlando, FL 32801

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

SHUTTS & BOWEN, LLP

_____
Witness

By:_____
KENNETH W. WRIGHT, Partner

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

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.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
6/3/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600661-09.doc
Attachments:
Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Sample Purchase Order

Exhibit A

Scope of Services

Seminole County is seeking to enter into a contract with an Agency to provide Title Services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency that is duly licensed or registered in the State of Florida to perform the services specified herein.

The firm that will be responsible for the County's account must be located within 60-mile radius from the Seminole County Attorney's Office located at 520 West lake Mary Boulevard, Sanford, Florida 32773. No exceptions.

DEFINITIONS:

A. **Title Search:** A review of the Public Records and title plant records for the purpose of determining the record owner and all outstanding encumbrances on a parcel of land. Research shall include all records beginning with the earliest Public Records of the County in which the parcel of land is located and continuing through the date of certification of the Title Search Report. The Title Search Report shall be used as the primary document required in the performance of Title Search Services.

B. **Parcel:** A parcel shall be considered to be a tract of land under single ownership which may have been acquired in one or more conveyances that are abutting or contiguous. If a conveyance includes lands on both sides of a road or in separate blocks of a subdivision, it will ordinarily be considered one parcel for title search purposes. Separate lots within a subdivision under a single ownership will ordinarily be considered one parcel. An exception will be made when the title report indicates that the separate properties or lots were obtained by the present owner from separate chains of title, in which case each chain of title may be considered a parcel for purposes of payment.

TITLE SEARCH - SPECIFIC REQUIREMENTS FOR TITLE SEARCH:

A. **Contiguous Lands**: Each title search report must contain information to identify all contiguous lands held by a record owner. Agency shall provide two (2) photocopies of the typewritten report setting out the results of the title search. Title Search as outlined in the definitions section of these specifications, containing the certification of the Agency and including all attachments as required (copy of format attached) shall be furnished. Such information will be supplied by the Agency to the County in accordance with County title search requirements. All requests by the County for services to be rendered by the Agency under this agreement shall be in writing in the manner prescribed by the County.

B. **Attachments to Reports**: Each title search report must include legible recorded copies of all instruments which create an existing interest in the land under search. In addition, copies of all conveyances within the five (5) years immediately proceeding the search must be included. If no conveyances occurred, within the proceeding five (5) years, the

following note should appear on the report: "Five Year History-None". Copies of additional documents may be requested by the County when such are required to clearly define the boundaries of parcels of the full extent and nature of encumbrances and shall be provided to the County at no charge.

C. **Record Owner**: Each title search report must reflect the full name and marital status, if shown, of the last grantee of record. The name and address shown on the current tax rolls must be included under the tax roll information.

D. **Reporting Encumbrances**: All encumbrances to the title of a parcel must be reported completely including complete recorded copies of all encumbrances and their assignments, mergers or name changes.

1) Easements/Rights-of-Way, Private and Public.
2) Reservations (including Murphy Act).
3) Oil, Gas, and Mineral Rights and all Leases, Deeds, and/or Royalty Transfers which include any surface rights.
4) Mortgages, Financing Statements, Assignments of Rents and Profits.
5) Leases, Assignments of Leases.
6) Final Judgments, Statements of Claim, Liens, Federal Tax Liens. (Search each individual name, do not do joint judgment search).
7) Wild Deeds.
8) Death Certificates.
9) Tax Certificates - the number, year, and name of the holder of the certificate must be reported. A minimum twenty (20) year tax search is required on all parcels.
10) Bankruptcy - Copy of Docket and Social Security Number(s) of Debtor(s) and Schedules A & C.
11) Copy of Plat for all platted property.
12) Restrictions and any amendments.

E. **Estates**: When an owner is deceased and probate proceedings have been initiated, the title search must include copies (from the Probate Case, not just those recorded in the Official Records) of probate proceedings listed below:

1) Petition for Administration
2) Order of Administration
3) Designation of Agent or Attorney
4) Order appointing Personal Representative
5) Last Will & Testament
6) The Order Determining Heirs
7) Inventory
8) Receipt for Estate Tax and/or Non-Tax Certificate
9) Order for Distribution
10) Receipt of Beneficiaries
11) Order of Discharge

F. **Insanity Proceedings**: When reporting insanity proceedings concerning a present record owner, the date of commitment and the name of the appointed Guardian are required, together with a statement concerning whether disabilities have been removed.

G. **Divorces**: When reporting divorces between record owners, provide a copy of the Final Judgment and any amended Final Judgments, along with a copy of the Property Settlement Agreement and any amended Property Settlement Agreements (whether recorded in the Official Records or not).

H. **Guardianships**: When title to real property is vested in a minor or incompetent, the report must show the name of the appointed Guardian or a statement that no such appointment has been made.

I. **Government Lands**: When title to real property is held by Federal, State, or local government, the branch or agency holding the title must be reported.

RECORD TITLE DEED CREDIT:

If the County should desire a title search done upon a parcel for which a Record Title Deed was previously requested and delivered, the Record Title Deed fee paid by the County to the Agency shall constitute a credit or prepayment against the total title search fee to be charged by the Agency, as long as the title search report is requested within eighteen (18) months of the date of the request for Record Title Deed.

RECERTIFICATION AND UPDATE OF TITLE SEARCH:

A. The County may require, an update of any or all title searches. Update shall be prepared and issued in an original and two (2) copies. The original of each update shall have attached to it, legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

B. Agency shall be paid for each update report as per the rate given on the cost proposal form. Each update report shall be technically reviewed for minimum title search requirements before being accepted for payment.

C. An update report request shall be applicable only to a title search dated within eighteen (18) months of the date of the County's request of the original title search for which an update is requested. All update report requests relating to a parcel upon which a title search was requested more than eighteen (18) months prior to the date of an update report request shall be treated as a request for a new title search and shall be so compensable.

TITLE INSURANCE AND CLOSINGS SERVICES:

Issue title insurance and perform closing services for the County as follows:

A. Prepare and issue an original of a Title Insurance Commitment, assuring the issuance of Title Insurance for a period of six (6) months, on any parcel determined by the County.

B. Perform update on Title Commitment, such update to be prepared and issued as an original or endorsement to the original. Updates will include the owner's name, the legal description of the parcel and all encumbrances of record since the original Title Commitment was issued. The update will specifically report all new encumbrances and will indicate the status of all previously reported encumbrances. Each update shall have

attached to it legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

C. Prepare and issue a Title Insurance Policy to the County on each parcel requested by the County. The insured value shall be no less than the purchase price of the parcel as identified by the County. Agency shall provide Owner's Title Insurance coverage to the County upon payment of the following premium per parcel: The minimum premium permissible according to the rates promulgated by the Rule of the Florida Department of Insurance (CH.4-21.003 F.A.C.).

D. Schedule and handle the real estate closings for parcels for which Title Insurance Policies are to be issued. The Closing Agent shall conduct the closings at an authorized Seminole County Office. Offsite closings, if approved by the County and under special circumstances, shall be located within a five (5) mile radius from the Seminole County Attorney's Office located at 520 West Lake Mary Boulevard, Sanford, Florida 32773 or within a five (5) mile radius from the Seminole County Attorney's Office located at 1101 East First Street, Sanford, Florida 32771.

   A single, primary closing agent shall be designated to close all Seminole County transactions, subject to the approval of County. A backup closing person may be designated and shall become familiar with all aspects of Seminole County closings in the event that the primary person is not available.

E. All work shall be accomplished in accordance with the terms of the approved agreement or contract for sale and purchase; time is of the essence. Delivery of title searches, Title Insurance Commitments, Title Insurance Policy, Record Title Deeds, etc., shall be accomplished in accordance with the time requirements of the County and as agreed by the parties.

F. All work shall be subject to review and approval of the County.

RESPONSIBILITIES:

The County shall furnish the Agency with existing data, plans and other information that are available in the County's files which may be necessary or useful in connection with the services to be performed, all of which shall be and remain the property of the County and shall be returned to the County, at the County's request, upon completion of the services to be performed.

The County's designated representative shall examine all documents presented by the Agency and rendering, in writing, decisions indicating the County's approval or disapproval within a reasonable time so as not to delay the work of the Agency.

The County's designated representative shall transmit instructions, receipt of information and interpretation and definition of County policies and decisions with respect to the work covered by this contract.

The County's designated representative shall provide prompt written notice to the Agency whenever the County observes, or otherwise becomes aware of, any defects or changes necessary in the work.

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	**RFP-600661-09/BJC Title Search/Title Insurance Services for Seminole County**
Proposal Due Date: **May 6, 2009** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: SHUTTS & BOWEN LLP	Federal Employer ID Number or SS Number: 59-0447122
Mailing Address: 300 S. Orange Avenue, Suite 1000	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Orlando, Florida 32801	
Type of Entity: *(Circle one)* Corporation (Partnership) Proprietorship Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 407-423-3200	Typed Name: Kenneth W. Wright
Toll Free Telephone Number: ~~(800)~~ 877 835-3200	Title: Partner
Fax Number: 407-425-8316	Date: May 5, 2009

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Price Proposal

PROJECT TITLE: **TITLE SEARCH/TITLE INSURANCE SERVICES FOR SEMINOLE COUNTY**

PROJECT NUMBER: **RFP-600661-09/BJC**

Name of Proposer: SHUTTS & BOWEN LLP

Mailing Address: 300 S. Orange Avenue, Suite 1000

City/State/Zip: Orlando, Florida 32801

Phone Number: (407) 423-3200 FAX Number: (407) 425-8316

E-mail Address: mchampion@shutts.com and kwright@shutts.com

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the services in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, based on the fee structure hereinafter set forth.

The undersigned 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.

COMPENSATION:

Title Search per Parcel, as specified:	$ 150.00
Re-Certification and Update Report per Parcel, as specified: *The first two (2) updates are included in the initial search fee	$ 50.00 *
Closing Services Fee, as specified	$ 300.00

The County may require the Agent to provide additional services related to Title Search/Title Insurance Services, outside the identify scope of services. Such requests must be approved and authorized by County's Representative prior to commencement of work. The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Travel and Reimbursable Expenses
- Equipment and related items
- Any Cost associated with work

Hourly Rate: $ 150.00 for Michele Champion

** Kenneth W. Wright's hourly rate will be $300.00- limited to matters available for representation and extra intra-government involvement, environmental land use, subject to Seminole County's prior approval.

EXHIBIT B

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE
ORDER DATE
REQ NUMBER
ANALYST
VENDOR NUMBER

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY:

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV:

TOTAL AMOUNT:

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

TERM CONTRACT FOR CLOSING AGENT, TITLE SEARCH AND TITLE INSURANCE SERVICES (RFP-600661-09/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **GEORGE B. WALLACE & ASSOCIATES, P.A.**, duly authorized to conduct business in the State of Florida, whose address is 700 West First Street, Sanford, Florida 32771, hereinafter called "AGENT", 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".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide closing agent, title search and title insurance services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, AGENT is competent and qualified to provide closing agent, title search and title insurance services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and AGENT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain AGENT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. AGENT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to AGENT.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by AGENT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that AGENT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The AGENT shall not be compensated for any services performed that have not been expressly authorized in writing by the COUNTY. The COUNTY will contact Secondary Agent when Primary Agent is unable to perform services as directed by the COUNTY.

SECTION 4. TIME FOR COMPLETION. The services to be provided by AGENT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate AGENT for the professional services called for under this Agreement on a "Fixed Fee" basis. If additional services billed at an hourly rate are deemed necessary, those services must be approved in advance, in writing, by COUNTY prior to performance, in order for them to be compensable.

SECTION 6. PAYMENT AND BILLING.

(a) AGENT shall supply all services required by the Purchase Order, but in no event shall AGENT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, AGENT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to AGENT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, AGENT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of AGENT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

County Attorney's Office
1101 East First Street
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from AGENT.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, AGENT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay AGENT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of AGENT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to AGENT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to AGENT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to AGENT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) AGENT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at AGENT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement,

AGENT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF AGENT. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. AGENT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by AGENT's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to AGENT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of AGENT to fulfill its Agreement obligations. Upon receipt of such notice, AGENT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by AGENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, AGENT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of AGENT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, AGENT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. AGENT shall not be liable for such additional costs if the failure to perform the Agreement arises without

any fault or negligence of AGENT; provided, however, that AGENT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of AGENT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that AGENT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. AGENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. AGENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for AGENT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for AGENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) AGENT agrees that it will not contract for or accept employment for the performance of any work or service 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 COUNTY.

(b) AGENT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that AGENT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity

herewith.

SECTION 15. SUBCONTRACTORS. In the event that AGENT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, AGENT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, AGENT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. AGENT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by AGENT.

SECTION 17. INSURANCE.

(a) GENERAL. AGENT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, AGENT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 AGENT, AGENT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, AGENT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by AGENT shall relieve AGENT of its full responsibility for performance of any obligation including AGENT indemnification of COUNTY under this Agreement.

(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 to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, AGENT shall, as soon as AGENT has knowledge of any such circumstance, immediately notify 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 AGENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY AGENT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of AGENT, AGENT shall, at its 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 the Agreement, the insurance shall become effective prior to the commencement of work by AGENT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) AGENT's insurance shall cover AGENT for 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. AGENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The

minimum required limits to be provided by both AGENT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and 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:

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) AGENT's insurance shall cover AGENT 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 minimum limits to be maintained by AGENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) AGENT'S insurance shall cover AGENT 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 AGENT (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, AGENT 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 AGENT 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 Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability 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 AGENT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of AGENT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) AGENT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which AGENT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be

employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND AGENT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by AGENT, will designate and advise AGENT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) AGENT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind AGENT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting AGENT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. AGENT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by AGENT 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 COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by AGENT not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. AGENT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. AGENT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, AGENT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes,

ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to AGENT.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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 shall have 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:

County Attorney's Office
1101 East First Street
Sanford, FL 32771

For AGENT:

George B. Wallace & Associates, P.A.
700 W. First Street
Sanford, FL 32771

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

GEORGE B. WALLACE &
ASSOCIATES, P.A.

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
GEORGE B. WALLACE, President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
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.

_____
County Attorney

By:_____
BOB DALLARI, Chairman

Date:_____

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

AEC/sjs
6/4/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600661-09 - George B Wallace.doc

Attachments:
Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Sample Purchase Order

Exhibit A

Scope of Services

Seminole County is seeking to enter into a contract with an Agency to provide Title Services including title searches, record title deeds, re-certification and update of title searches, title insurance commitments, title insurance, closing services and cancellation fees. All documents and other data other than working papers, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of, Seminole County prior to final payment to the Agency, except that Agency may retain copies for its own files. All documents prepared by the Agency must bear the endorsement of a person in full employ of the Agency that is duly licensed or registered in the State of Florida to perform the services specified herein.

The firm that will be responsible for the County's account must be located within 60-mile radius from the Seminole County Attorney's Office located at 520 West lake Mary Boulevard, Sanford, Florida 32773. No exceptions.

DEFINITIONS:

A. **Title Search:** A review of the Public Records and title plant records for the purpose of determining the record owner and all outstanding encumbrances on a parcel of land. Research shall include all records beginning with the earliest Public Records of the County in which the parcel of land is located and continuing through the date of certification of the Title Search Report. The Title Search Report shall be used as the primary document required in the performance of Title Search Services.

B. **Parcel:** A parcel shall be considered to be a tract of land under single ownership which may have been acquired in one or more conveyances that are abutting or contiguous. If a conveyance includes lands on both sides of a road or in separate blocks of a subdivision, it will ordinarily be considered one parcel for title search purposes. Separate lots within a subdivision under a single ownership will ordinarily be considered one parcel. An exception will be made when the title report indicates that the separate properties or lots were obtained by the present owner from separate chains of title, in which case each chain of title may be considered a parcel for purposes of payment.

TITLE SEARCH - SPECIFIC REQUIREMENTS FOR TITLE SEARCH:

A. **Contiguous Lands**: Each title search report must contain information to identify all contiguous lands held by a record owner. Agency shall provide two (2) photocopies of the typewritten report setting out the results of the title search. Title Search as outlined in the definitions section of these specifications, containing the certification of the Agency and including all attachments as required (copy of format attached) shall be furnished. Such information will be supplied by the Agency to the County in accordance with County title search requirements. All requests by the County for services to be rendered by the Agency under this agreement shall be in writing in the manner prescribed by the County.

B. **Attachments to Reports**: Each title search report must include legible recorded copies of all instruments which create an existing interest in the land under search. In addition, copies of all conveyances within the five (5) years immediately proceeding the search must be included. If no conveyances occurred, within the proceeding five (5) years, the

following note should appear on the report: "Five Year History-None". Copies of additional documents may be requested by the County when such are required to clearly define the boundaries of parcels of the full extent and nature of encumbrances and shall be provided to the County at no charge.

C. **Record Owner**: Each title search report must reflect the full name and marital status, if shown, of the last grantee of record. The name and address shown on the current tax rolls must be included under the tax roll information.

D. **Reporting Encumbrances**: All encumbrances to the title of a parcel must be reported completely including complete recorded copies of all encumbrances and their assignments, mergers or name changes.

1) Easements/Rights-of-Way, Private and Public.
2) Reservations (including Murphy Act).
3) Oil, Gas, and Mineral Rights and all Leases, Deeds, and/or Royalty Transfers which include any surface rights.
4) Mortgages, Financing Statements, Assignments of Rents and Profits.
5) Leases, Assignments of Leases.
6) Final Judgments, Statements of Claim, Liens, Federal Tax Liens. (Search each individual name, do not do joint judgment search).
7) Wild Deeds.
8) Death Certificates.
9) Tax Certificates - the number, year, and name of the holder of the certificate must be reported. A minimum twenty (20) year tax search is required on all parcels.
10) Bankruptcy - Copy of Docket and Social Security Number(s) of Debtor(s) and Schedules A & C.
11) Copy of Plat for all platted property.
12) Restrictions and any amendments.

E. **Estates**: When an owner is deceased and probate proceedings have been initiated, the title search must include copies (from the Probate Case, not just those recorded in the Official Records) of probate proceedings listed below:

1) Petition for Administration
2) Order of Administration
3) Designation of Agent or Attorney
4) Order appointing Personal Representative
5) Last Will & Testament
6) The Order Determining Heirs
7) Inventory
8) Receipt for Estate Tax and/or Non-Tax Certificate
9) Order for Distribution
10) Receipt of Beneficiaries
11) Order of Discharge

F. **Insanity Proceedings**: When reporting insanity proceedings concerning a present record owner, the date of commitment and the name of the appointed Guardian are required, together with a statement concerning whether disabilities have been removed.

G. **Divorces**: When reporting divorces between record owners, provide a copy of the Final Judgment and any amended Final Judgments, along with a copy of the Property Settlement Agreement and any amended Property Settlement Agreements (whether recorded in the Official Records or not).

H. **Guardianships**: When title to real property is vested in a minor or incompetent, the report must show the name of the appointed Guardian or a statement that no such appointment has been made.

I. **Government Lands**: When title to real property is held by Federal, State, or local government, the branch or agency holding the title must be reported.

RECORD TITLE DEED CREDIT:

If the County should desire a title search done upon a parcel for which a Record Title Deed was previously requested and delivered, the Record Title Deed fee paid by the County to the Agency shall constitute a credit or prepayment against the total title search fee to be charged by the Agency, as long as the title search report is requested within eighteen (18) months of the date of the request for Record Title Deed.

RECERTIFICATION AND UPDATE OF TITLE SEARCH:

A. The County may require, an update of any or all title searches. Update shall be prepared and issued in an original and two (2) copies. The original of each update shall have attached to it, legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

B. Agency shall be paid for each update report as per the rate given on the cost proposal form. Each update report shall be technically reviewed for minimum title search requirements before being accepted for payment.

C. An update report request shall be applicable only to a title search dated within eighteen (18) months of the date of the County's request of the original title search for which an update is requested. All update report requests relating to a parcel upon which a title search was requested more than eighteen (18) months prior to the date of an update report request shall be treated as a request for a new title search and shall be so compensable.

TITLE INSURANCE AND CLOSINGS SERVICES:

Issue title insurance and perform closing services for the County as follows:

A. Prepare and issue an original of a Title Insurance Commitment, assuring the issuance of Title Insurance for a period of six (6) months, on any parcel determined by the County.

B. Perform update on Title Commitment, such update to be prepared and issued as an original or endorsement to the original. Updates will include the owner's name, the legal description of the parcel and all encumbrances of record since the original Title Commitment was issued. The update will specifically report all new encumbrances and will indicate the status of all previously reported encumbrances. Each update shall have

attached to it legible copies of all instruments which create encumbrances on the parcel and legible copies of documents that satisfy or extinguish previously reported encumbrances. If no changes have occurred, the update shall so indicate.

C. Prepare and issue a Title Insurance Policy to the County on each parcel requested by the County. The insured value shall be no less than the purchase price of the parcel as identified by the County. Agency shall provide Owner's Title Insurance coverage to the County upon payment of the following premium per parcel: The minimum premium permissible according to the rates promulgated by the Rule of the Florida Department of Insurance (CH.4-21.003 F.A.C.).

D. Schedule and handle the real estate closings for parcels for which Title Insurance Policies are to be issued. The Closing Agent shall conduct the closings at an authorized Seminole County Office. Offsite closings, if approved by the County and under special circumstances, shall be located within a five (5) mile radius from the Seminole County Attorney's Office located at 520 West Lake Mary Boulevard, Sanford, Florida 32773 or within a five (5) mile radius from the Seminole County Attorney's Office located at 1101 East First Street, Sanford, Florida 32771.

A single, primary closing agent shall be designated to close all Seminole County transactions, subject to the approval of County. A backup closing person may be designated and shall become familiar with all aspects of Seminole County closings in the event that the primary person is not available.

E. All work shall be accomplished in accordance with the terms of the approved agreement or contract for sale and purchase; time is of the essence. Delivery of title searches, Title Insurance Commitments, Title Insurance Policy, Record Title Deeds, etc., shall be accomplished in accordance with the time requirements of the County and as agreed by the parties.

F. All work shall be subject to review and approval of the County.

RESPONSIBILITIES:

The County shall furnish the Agency with existing data, plans and other information that are available in the County's files which may be necessary or useful in connection with the services to be performed, all of which shall be and remain the property of the County and shall be returned to the County, at the County's request, upon completion of the services to be performed.

The County's designated representative shall examine all documents presented by the Agency and rendering, in writing, decisions indicating the County's approval or disapproval within a reasonable time so as not to delay the work of the Agency.

The County's designated representative shall transmit instructions, receipt of information and interpretation and definition of County policies and decisions with respect to the work covered by this contract.

The County's designated representative shall provide prompt written notice to the Agency whenever the County observes, or otherwise becomes aware of, any defects or changes necessary in the work.

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	**RFP-600661-09/BJC Title Search/Title Insurance Services for Seminole County**
Proposal Due Date: **May 6, 2009** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: George B. Wallace & Assoc. PA	Federal Employer ID Number or SS Number: 34-2039932
Mailing Address: 700 W. First Street	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Sanford, Florida 32771	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 407-323-3660	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number: 407-323-2475	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 5
Price Proposal

PROJECT TITLE: **TITLE SEARCH/TITLE INSURANCE SERVICES FOR SEMINOLE COUNTY**

PROJECT NUMBER: **RFP-600661-09/BJC**

Name of Proposer: George B. Wallace & Associates, P.A.

Mailing Address: 700 W. First Street

City/State/Zip: Sanford, Florida 32771

Phone Number: (407) 323-3660 FAX Number: (407) 323-2475

E-mail Address: gbwpa@bellsouth.net

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the services in strict conformity with Contract Documents, including Addenda Nos. ___ through ___, based on the fee structure hereinafter set forth.

The undersigned 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.

COMPENSATION:

Title Search per Parcel, as specified:	$ 150.00
Re-Certification and Update Report per Parcel, as specified:	two free then $ 50.00 each thereafter
Closing Services Fee, as specified	$ 300.00

The County may require the Agent to provide additional services related to Title Search/Title Insurance Services, outside the identify scope of services. Such requests must be approved and authorized by County's Representative prior to commencement of work. The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Travel and Reimbursable Expenses
- Equipment and related items
- Any Cost associated with work

Hourly Rate: $ 200.00

EXHIBIT B

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE:

ORDER DATE:

REQ. NUMBER:

PAY LIST:

VENDOR NUMBER:

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

BILL TO:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY:

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT. DIV.

TOTAL AMOUNT:

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Increase Proprietary Source Procurement expenditure for GovMax V5 Implementation by $30,000 on PO 22051, excluding reimbursable expenses

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Tammy Roberts **EXT:** 7115

MOTION/RECOMMENDATION:
Approve increase to Proprietary Source Procurement expenditure for the GovMax V5 Implementation with MethodFactory, Sarasota, by $30,000 on PO 22051, excluding reimbursable expenses for an increased total of $187,500.00.

County-wide Ray Hooper

BACKGROUND:

On October 14, 2008, the Board of County Commissioners approved the Proprietary Source procurement for the Govmax V5 (Budget System) Implementation with MethodFactory for an estimated cost of $157,500, not including reimbursable expenses. The cost estimate presented was based on an internal determination of use, not the vendor's contractual estimation which was a range of $180,000 to $210,125. Services rendered were in accordance with contract terms and within budgetary constraints.

Supporting documentation includes the original Proprietary Source Form.

STAFF RECOMMENDATION:

Staff recommends the Board approve an increase to Proprietary Source Procurement expenditure for the GovMax V5 Implementation with MethodFactory, Sarasota, by $30,000.00 on PO 22051, excluding reimbursable expenses for an increased total of $187,500.00.

ATTACHMENTS:

1. Proprietary Source Form

Additionally Reviewed By:
☑ Budget Review (Fredrik Coulter, Lisa Spriggs)

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☐ SINGLE SOURCE ☐ SOLE SOURCE ☒ PROPRIETARY SOURCE

Date Requested: 09/17/08 JDE No.: _____

Requestor: Benjamin Crawford Telephone/Ext.: 7148 Department/Division: Fiscal Services/Budget

Description of Products/Services: Upgrade of Seminole County's current web based budget software.

Make_____ Manufacturer_____ Model#_____

Support justification (Please attach additional information as appropriate):

The County Budget office currently contracts with Sarasota County for our web-based budget system (Govmax). We are currently in our fourth year of the contract and are implementing an upgrade to the current version. The newer version will provide budget with internal import capabilities, facilitate ad hoc reporting and maintain historical data within one database. Methodfactory is the only vendor chosen by Sarasota County to implement the newer version of software. Moving to some other budgeting software package would result in significantly higher costs (both in the initial setup and in ongoing costs). It would be difficult, if not impossible, to maintain our current data within a new budget software environment.

Proposed Vendor: Method Factory Phone# 1-800-345-2699 (Steve Walter)

Other Companies contacted: (Attach documentation of each firm contacted)

Compliance:

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? ☒Yes ☐No

Is this commodity or service of a "unique nature" that would support a "Single Source" justification? ☒Yes ☐ No
If you answer "YES", please explain in details.

Necessary: Is this commodity or service necessary to accomplish the County's task or mission? ☒Yes ☐ No

Unique: Is this commodity or service, or some necessary features, unique to this source? ☒Yes ☐ No

Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:

Requesting Division Manager's Signature: _____ Date:_____

Requesting Department Director's Signature: _____ Date: 9/17/08

Purchasing and Contracts Division Determination:

Analyst	☐ Approval	☐ Disapproval	Date:
Supervisor/Manager	☒ Approval	☐ Disapproval	Date:

Description Posted (at least 7 business days): From _____ to _____
Determination Posted (at least 3 business days): From _____ to _____
BCC Date, if applicable: October 14, 08

Comments:_____

Purchase Order No.: _____ Amount of Purchase: $ _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-4202-09/DRR - Dean Road Widening Project Pre-Design and Final Design

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
Approve ranking list and authorize staff to negotiate rates for PS-4202-09/DRR - Dean Road Widening Pre-Design and Final Design services with Bowyer-Singleton, Orlando, Florida (Estimated Usage Amount of $800,000.00 over the term of the Agreement).

County-wide Ray Hooper

BACKGROUND:

PS-4202-09/DRR will provide preliminary engineering and final design services including utility relocation for the Dean Road widening project from SR 426 to the Orange County line.

The project was publicly advertised and the County received nineteen (19) submittals, of which one was found to be non-responsive (the remaining are listed alphabetically):

- Avcon, Inc.
- Bowyer-Singleton & Assoc Inc.
- Burgess & Niple
- CPH Engineers, Inc.
- C3TS
- Dyer, Riddle, Mills & Precourt, Inc.
- Ghyabi & Associates, Inc.
- Infrastructure Engineers, Inc.
- Inwood Consulting Engineers, Inc.
- Kelly, Collins & Gentry, Inc.
- Lochrane Engineering, Inc.
- Metric Engineering, Inc.
- Pegasus Engineering, LLC
- Reynolds, Smith and Hills Inc.
- The Balmoral Group
- Vanasse Hangen Brustlin, Inc.

- WBQ Design & Engineering, Inc.
- Wilbur Smith Associates, Inc.

The Evaluation Committee, which consisted of Brett Blackadar, Principal Engineer; Jerry McCollum, County Engineer; and Shad Smith, Principal Engineer; all from the Public Works Engineering Division, and Patti Leviti, Project Manager I from Environmental Services PEI Division, evaluated the submittals and agreed to shortlist four (4) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Project Approach/Understanding
- Innovative/Cost Saving Ideas
- Project Team Qualifications and Experience

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Bowyer-Singleton & Assoc Inc.
2. Inwood Consulting Engineers Inc.
3. Reynolds, Smith and Hills Inc.
4. CPH Engineers Inc.

Staff will return to present the final negotiated rates and the Award Agreement for approval and execution by the Board. Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for this project-specific Master Agreement, and funded within approved amounts. Funds are identified in Major/State Roads Program (Account #077541.560680, CIP # 00198101).

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-4202-09/DRR - Dean Road Widening Pre-Design and Final Design services with Bowyer-Singleton, Orlando, Florida (Estimated Usage Amount of $800,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-4202-09 _DRR - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PS NUMBER: PS-4202-09/DRR

PS TITLE : Dean Road Widening Project Pre-Design and Final Design

DUE DATE: March 11, 2009 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Avcon, Inc 5555 E. Michigan St, Ste 200 Orlando, FL 32822 Sandeep Singh, P.E. (407) 599-1122 – Phone (407) 599-1133 - Fax	Bowyer-Singleton & Assoc Inc 520 S Magnolia Ave Orlando, FL 32801 Kevin E. Knudsen, P.E. (407) 843-5120 – Phone (407) 649-8664 – Fax	Burgess & Niple 1800 Pembrook Dr, Ste 265 Orlando, FL 32810 Scott D. Perfater, P.E. (407) 401-8527 – Phone (407) 660-4994 - Fax	CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771 David A. Gierach, P.E. (407) 322-6841 – Phone (407) 330-0639 – Fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
C3TS 11315 Corporate Blvd, Ste 105 Orlando, FL 32817 Walfrido J. Pevida, P.E. (407) 823-8966 – Phone (407) 823-8826 – Fax	Dyer,Riddle,Mills & Precourt, Inc 941 Lake Baldwin Ln Orlando, FL 32814 Mark D. Prochak, P.E. (407) 896-0594 – Phone (407) 896-4836 – Fax	Ghyabi & Associates, Inc 255 Primera Blvd, Ste 432 Lake Mary, FL 32746 Walter V. Kloss, P.E. (407) 444-0511 – Phone (407) 444-9944 - Fax	Infrastructure Engineers, Inc 2121 Old Hickory Tree Rd Saint Cloud, FL 34772 Frank Hickson (407) 957-1660 – Phone (407) 957-8744 – Fax
RESPONSE -9-	**RESPONSE -10-**	**RESPONSE -11-**	**RESPONSE -12-**
Inwood Consulting Engineers, Inc 3000 Dovera Dr, Ste 200 Oviedo, FL 32765 Andrew D. DeWitt, P.E. (407) 971-8850 – Phone (407) 971-8955 - Fax	Kelly, Collins & Gentry, Inc 1700 N Orange Ave, Ste 400 Orlando, FL 32804 Steven M. Kreidt, P.E. (407) 898-7858 – Phone (407) 898-1488 - Fax	Lochrane Engineering, Inc 201 S. Bumby Ave Orlando, FL 32803 Thomas G. Lochrane, P.E. (407) 896-3317 – Phone (407) 896-9167 – Fax	Metric Engineering, Inc. 615 Crescent Executive Ct, Ste 524 Lake Mary, FL 32746 C. Brian Fuller (407) 644-1898 Phone (407) 644-1921 Fax

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
Moffatt & Nichol 1025 Greenwood Blvd, Ste 371 Lake Mary, FL 32746 * Non-Responsive Janet L. Schmidt, P.E. (407) 562-2030 – Phone (407) 562-2031 – Fax	Pegasus Engineering, LLC 301 West SR 434, Ste 309 Winter Springs, FL 32708 Fursan Munjed, P.E. (407) 992-9160 – Phone (407) 358-5155 – Fax	Reynolds, Smith and Hills Inc. 1000 Legion Pl., Ste. 800 Orlando, FL 32801 James R. Avitabile, P.E. (407) 893-5800 – Phone (407) 648-2128 – Fax	The Balmoral Group 341 N Maitland Ave, Ste 100 Maitland, FL 32751 Valerie Seidel (407) 629-2185 – Phone (407) 629-2183 - Fax
RESPONSE -17-	**RESPONSE -18-**	**RESPONSE -19**	**RESPONSE -**
Vanasse Hangen Brustlin, Inc. 225 E. Robinson St, Ste 300 Orlando, FL 32801 Paul W. Yeargain, P.E. (407) 839-4006– Phone (407) 839-4008 – Fax	WBQ Design & Engineering, Inc 201 N. Magnolia Ave, Ste 200 Orlando, FL 32801 Derek C. Burke (407) 839-4300 – Phone (407) 839-1612 – Fax	Wilbur Smith Associates, Inc. 3191 Maguire Blvd., Ste. 200 Orlando, FL 32803 Adrian B. Share, P.E. (407) 896-5851 – Phone (407) 896-9165 – Fax	**BLANK**

Tabulated by Diane Reed, CPPB– Posted March 12, 2009, 4:00 PM

Short-listing Evaluation Committee Meeting: ~~April 6, 2009 at 9:00AM~~ April 20, 2009 at 9:00 AM (updated March 23, 2009 at 3:30 PM)
Wekiva Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773.

Evaluation Criteria:
Approach to Project/Understanding (40%)
Similar Project Experience (20%)
Project Team Qualifications (20%)
Innovative Cost Saving Ideas (15%)
Location of the Firm (5%)

Short listed Firms: Bowyer-Singleton & Assoc Inc, CPH Engineers Inc, Inwood Consulting Engineers Inc, Reynolds, Smith & Hills Inc (Posted April 20, 2009 @ 11:00 am)

Presentations: May 19, 2009 @ 8:30 am, 520 W. Lake Mary Blvd, Reflections, Lake Jessup Room, Sanford, FL 32773.
Presentation Criteria: Approach to Project/Understanding (60%)
Innovative Cost Saving Ideas (20%)
Team Qualifications and Experience (20%)

Presentation Results: **1. Bowyer-Singleton & Assoc Inc 2. Inwood Consulting Engineers Inc 3. Reynolds, Smith and Hills Inc. 4. CPH Engineers Inc**

Board of County Commissioners Agenda Date - Request to Approve Ranking and to Negotiate: **June 23, 2009**
Board of County Commissioners Agenda Date – Award: Request to approve rates and award contract: **TBD**

***Took exception to Required Submittals.**

EVALUATION RANKINGS – PRESENTATIONS
PS-4202-09/DRR - Dean Road Widening Project Pre-Design and Final Design

	B. Blackadar	P. Leviti	J. McCollum	S. Smith	*TOTAL POINTS*	RANKING
BOWYER-SINGLETON & ASSOC INC	1	2	1	1	*5*	1
CPH ENGINEERS INC	4	4	3	4	*15*	4
INWOOD CONSULTING ENGINEERS INC	2	3	2	2	*9*	2
REYNOLDS, SMITH AND HILLS INC	3	1	4	3	*11*	3

The Evaluation Committee approves the following ranking list to be presented to the Board of County Commissioners:

1. **Bowyer-Singleton & Assoc Inc**
2. **Inwood Consulting Engineers Inc**
3. **Reynolds, Smith and Hills Inc.**
4. **CPH Engineers Inc.**

Brett Blackadar

Jerry McCollum

Patti Leviti

Shad Smith

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Bowyer-Singleton & Associates Inc**
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%) Typical - 40 mph Very Mod. 15.5 to 22.0

Extensive data collection done. Very good on various typicals and utility interaction. Good plan layout. Take 2 homes at south end. Accels management layout (class 7). Drainage expand existing ponds. 2 homes for pond. Maybe some exfiltration utilities may eliminate exfiltration. Covered utilities. Public involvement very good covered all major areas. Typicals very good

82

Score 49.2 (0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

Savings on most arms
Use ponds that exist
Wall cost.
Utility - Several others
Very good

80

Score 16.0 (0-100)

Criteria: Project Team Qualifications and Experience (20%)

Several major County projects.
Strong experience team

78

Q1 Sight Dist. mitigate? (Oak Hollow)
Q2 utility location in typicals

Score 15.6 (0-100)

TOTAL SCORE (0-100 Points) 80.8

RANKING 1

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **CPH Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Covered traffic / Public Inv. Very good data collection
Sol. walls. Have contacted all utility comp. Met
with all HOA, School issues. 4 typicals (no paved
medians). Split profiles. Sight dist. issues. Alt. D
(93-100) rec. Detailed on drainage, Good on utilities,
landscaping. Design 15 months

80

Very detailed on alignments & typicals

Score 48.0
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

Very typical,
40 mph
Early ROW coordination
HOA Policy
Several others,

80

Score 16.0
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

78

Good team and several
County projects.

Q, S, & distinct
Maxi Borden w.d.&

Score 15.6
(0-100)

TOTAL SCORE (0-100 Points) 79.6

RANKING 3

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Inwood Consulting Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Curved traffic and crash rates. Design speed adv. for 40 mph. Various typical, Neck to 82' at South, use right for site dist issues. St. Access, Channels, Landscaping. Contra review (MOT). Good detail on drainage utility (Excellent SW system vs. utilities) Env. issues. Public Inv. very good

81

Score 48.6
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

Partner with Orange Co
Avoid Row Acq.
Save pavement
S-S d. wall,
Avoid utilities

80

Score 16.0
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Extensive exp.
Strong team

79

Q1 Design speed
Q2 Overhead utilities

Score 15.8
(0-100)

TOTAL SCORE (0-100 Points) 80.4

RANKING 2

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Reynolds Smith and Hills Inc**
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Covered traffic, Access Management. Very
median 16' to 22'. Variable PGL,
Recommend 45 mph. Good solution on
sight dist. issues. Covered OH utilities. 79
Vid detail on undgr. utilities (Good
diagram on util/SW conflicts). Good drainage
(little general). MOT. Public Inv.

Score 47.4
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

11' lanes
PGL vary
walls
Jt. Pond,
Local Public Inv. Rev 80

Score 16.0
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Good exp. team.
Numerous projects including Co. projects, 78

Q1 - utility locations,
Q2 - PGL - Existing grade tie in,

Score 15.6
(0-100)

TOTAL SCORE (0-100 Points) 79.0

RANKING 4

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Bowyer-Singleton & Associates Inc**
QUALIFICATION COMMITTEE MEMBER: Patti Leviti

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Excellent in approach & Understanding
all areas covered i.e. utilities, drainage, site distances
two proposals four & five lane - increase in R/W
suggested.
recommend 45 mi Lane Travel

Score 95
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

1. Split Profile to reduce removal of Walls
2. joint access to both churches with no loss of parking
3. Provide design and Same 2 Mast Arms
4. Review impact to Utilities -

Score 90
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Team qualified / Malania Utility design - staffing?

Score 85
(0-100)

TOTAL SCORE (0-100 Points) 92

RANKING 2

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **CPH Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Patti Leviti

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Four alternatives proposed #C was selected by CPH
additional R/W would not be purchased in this proposal.
Utilities seem to not discussed except to acknowledge
they were there. Shoulder question only shifting of road
would allow a larger utility corridor. Will be reviewed
in Preliminary design

Score 80
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

1. Shared access for Church - meet with Church
2. 5 lane deleted as option / 4 lane Proposals.
3. look at placing phase within 48" Abandon Sewer
main to increase utility corridor. (probably not
option)

Score 85
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

1. GMB - Traffic Eng / change in Team
2. listed utilities SE experience
3. Outreach with HOA Associations

Score 85
(0-100)

TOTAL SCORE (0-100 Points) 82

RANKING 4

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Inwood Consulting Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Patti Leviti

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

1. Suggested design speed Post 40 design 45 mph recommend 40 mph
40 MPH don't address high speeds. (Center Turn Lane)
2. Pond options identified
3. Utilities W/S located - Shows impacts to WM & FM Sewer.
4. Approach at North (minor reconstruction

Score 93
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

1. Cost of additional R/W on the 83' R/W would be saved in one of the proposals
2. Joint driveway for Church (suggested by church)
3. Minimize off Site cost savings for Ponds.
4. Coordination with Orange County (contact)

Score 90
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Consultant on 7 identical SC Projects. well qualified
Staff availability

Score 85
(0-100)

TOTAL SCORE (0-100 Points) 90.8

RANKING 3

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Reynolds Smith and Hills Inc**
QUALIFICATION COMMITTEE MEMBER: Patti Leviti

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

1. Recommend 45 mph design speed. Post at 40 mph Identified retaining at Power Phone etc.
2. Research on Utilities complete both SC & Authority
3. Drainage Trunk lines in Median to avoid Utility conflicts

Score 95
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

1. Use of variable median width saving R/W
2. Drainage Trunk line in median to avoid Utility Conflicts
3. Joint access for churches.
4. County will be responsible maintaining existing Walls.

Score 93
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Wolpert (Utility design) RS&H has SC experience
Wolpert EOR for Authority (good for partnering with SC) Under continuing Contract

Score 86
(0-100)

TOTAL SCORE (0-100 Points) 92.8

RANKING 1

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Bowyer-Singleton & Associates Inc**
QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%) Good traffic discussion.

Very thorough list of research done. Did prelim. SUE to verify X-sections. Very good design criteria analysis! Excellent X-sections w/ utilities shown. Very good sight distance issue. Very good flow analysis for church + homes left, south side. Very good utility coord. discussion. 18 month total schedule seems aggressive. Orange County is doing plan dev. study in advance & work goes faster. Very good answers to utility questions

Score 94 (0-100) 56.4

Criteria: Innovative/Cost Saving Ideas (20%)

Use split profile to minimize walls. Joint-use pond agreements. Accumulate utilities in X-section - 105' ROW. RW/gas plan proposed for church. Hold off on SR 528 turn lane. Sep. utility cabinets w/ 105'. Use partial takes home as total takes to expand ponds. Others listed too. Use 40 mph design speed so we can vary median width from 15.5 to 22'.

Score 90 (0-100) 18

Criteria: Project Team Qualifications and Experience (20%)

PM is doing well on other County project. Drainage sub has performed very well on previous County projects. Have in-house utility design group. Good survey & RW mapping group. Traffic + RW subs are very good.

Score 90 (0-100) 18

TOTAL SCORE (0-100 Points) 92.4

RANKING 1

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **CPH Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Have contacted all of the utilities. Good ROW analysis. Good public involvement summary. Brought 4 different boards covering 4 different sections. Very good design speed analysis. Thorough traffic section analysis. Did not discuss wall contracts in detail. Proposes aggressive 5 mo. schedule. Limited public involvement discussion. Did not discuss conflicts w/ utility boxes on south side. No traffic discussion. Good answers to questions.

Score 89 (0-100) 53.4

Criteria: Innovative/Cost Saving Ideas (20%)

Shared church access drive. Use FDOT incentive process. Use narrower median and 11-foot lanes - help accommodate utilities. Use 40 mph + narrow lane. Use independent paths. Multi-use trail instead of bike lane. Several options listed - they went thru too fast. Propose total take of houses to expand pond. Use 48" old SWCWTA line for new utilities.

Score 88 (0-100) 17.6

Criteria: Project Team Qualifications and Experience (20%)

GMB is new traffic sub. Global S is public info sub. Team seems to have limited experience w/ major roadway widening projects. PM is very impressive. Drainage staff did not attend presentation + their experience seems to be more related to development projects. No detailed breakout of utility staff.

Score 85 (0-100) 17

TOTAL SCORE (0-100 Points) 88

RANKING 4

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Inwood Consulting Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Very detailed traffic analysis + crash analysis. Very good design analysis - 40 vs. 45 mph + PPM vs. green book. Good typical section analysis. Show 5-lane 85' section. Good sight distance discussion. Good access mgmt / U-turn discussion. Did TCP analysis. Excellent utility layout sheet w/ details of the sewer and SNOWIA lines + transit lines. Very good public involvement comments. Propose aggressive 6 month PE schedule.

Score 92 55.2
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

avoid impacts to 6 parcels

5-lane 85' typical section for south end. Joint driveway for both churches. Points using total takes of houses on south side. Detailed utility layout shown. Use Inwood Orange County Rd Study - do for intersection only. Split mobile awards for mass mobil/ slab base to avoid impacts to walls. Other ideas listed.

Score 91 18.2
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Very qualified team + subs. They have a lot of similar Seminole County projects. A-bunch on team. Located only 4 miles from project. Have had some issues on recent projects with the County.

Score 89 17.8
(0-100)

TOTAL SCORE (0-100 Points) 91.2

RANKING 2

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Reynolds Smith and Hills Inc**
QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Good traffic discussion. Very good typ section analysis. Very good wall discussion. Strong design - sect w/140 mile posted. Coordinated w/ Dar Ranch & Prairie Creek. Very good U-Turn analyses. Good sight distance discussion. Excellent utility discussion and analysis. Very good stormwater/utility X-section. Good public involvement discussion. No detailed flow impact analysis. Limited discussion of pond sites - both answered in Q+A - but doesn't seem like there is enough pond volume.

Score 93 (0-100) 55.8

Criteria: Innovative/Cost Saving Ideas (20%)

Proposed retaining walls to limit wall impacts. Split profile to minimize wall impacts. Save borrow on SE side of project. 11' lanes & 4' bike lanes. Many listed ideas are general. Offset centerline to preserve utilities. Median storm. Expand existing ponds.

Score 82 (0-100) 16.4

Criteria: Project Team Qualifications and Experience (20%)

Team and subs are qualified. PM has experience on Seminole City projects. Would put on team to do utility relocation.

Score 90 (0-100) 18

TOTAL SCORE (0-100 Points) 90.2

RANKING 3

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Bowyer-Singleton & Associates Inc**
QUALIFICATION COMMITTEE MEMBER: Shad Smith

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Excel Typical Alternatives. Split profile. Site Distance issue
Should cure Plans for churches with median opening ++
Excellent observation of Retaining walls, utility underground & Above esp @ McCulloch
covered Access mgmt, Covered utilities very well. 18 Mo. Schedule. Covered
QA/QC Plan. OC added studies back into CIP. Recommended 40mph w/ varying med.
Discussed some solns for Sight Dist issue. Overall excellent approach

Score 95% 57
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%) Excellent list
Split Profile Grade. Church access Restoration. Creative Typical sections
Salvage Signal Poles @ McCulloch. Offset CL to save utilities.
No detailed costs listed.

Score 85% 17
(0-100)

Criteria: Project Team Qualifications and Experience (20%)
Excellent team experience within Seminole CO. Vv excellent
project manager very responsive. Excellent sub consultants
including Ed Barfield. Done good job with county on
recent projects.

Score 95% 19
(0-100)

TOTAL SCORE (0-100 Points) 93.0

RANKING 1

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **CPH Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Shad Smith

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

5 typicals (added one from letter) removed slope b/c of public concern.
Good observations: Border width, split profile, sight Distances
Excellent analysis of typical sections. Proposed 16.5' med. 11'
Eron - OFW. Other improved discuss
At times Powerpoint hard to follow b/c so much text. Schedule is short
Lacked utility detail especially. Profiles and cross sections not shown.

Score 75% - 45
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

Use incentive program from FDOT to save money on Acquisition.
Use of 48" for a duct bank/utility chase. Excellent list of ideas
Save SW. 11' Lane widths are safety standard in County
Utilize existing ponds. Early coord with ROW

Score 90% 18
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

Subconsultants is Good. Global 5. EBitel, GMB, Nodarse.
Experience as site firm and lack of Roadway understanding is concern.
Questional Drainage staff - unfamiliar. Do not agree that a site project
and roadway project are the same for permitting.

Score 75% 15
(0-100)

TOTAL SCORE (0-100 Points) 78

RANKING 4

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Inwood Consulting Engineers Inc**
QUALIFICATION COMMITTEE MEMBER: Shad Smith

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Excellent easy to Follow Boards & PP.
Excellent traffic projections and analysis. Analyzed crashes. Analyzed criteria
Excellent analysis of speed and how affects Typical. 6' Sidewalks. Did understand
how study works w/no Build Alt. Excellent analysis of site distance
Discussed vertical Alignment. Analyzed Access mgmt & turns with details & Photos.
Also walls analysis. Drainage - of PW. Presented Complete designs of storm in
regard to utilities. Public involvement excellent approach. More letters and mail
to whole neighborhoods. Discussed Evaluation of Matrix.

Score 95% 57
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

Joint use DW for Churches w/ median opening. Excellent list.
Minimize offsite ROW. O.C. Avoiding R/W Acquisition. Split Profile
Strategic design. Creative Drainage/Design
Showed Cost estimates & ++.
Improve SR 426 intersection w/No change on curb lines.

Score 96% 19.2
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

PM has been PM on 7 identical Projects. Co Co County ex-employee
Added arborist for tree impacts. Excellent Drainage & Env Staff.
Utility designer not covered.

Score 83% 16.6
(0-100)

TOTAL SCORE (0-100 Points) 92.8

RANKING 2

PRESENTATIONS

PS-4202-09/DRR-Dean Road Widening Project Pre-Design and Final Design

SUBMITTAL COMPANY NAME: **Reynolds Smith and Hills Inc**
QUALIFICATION COMMITTEE MEMBER: Shad Smith

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach/Understanding (60%)

Very Good approach
Pointed out site distance issue. Access + shown u turns - Good details
Recommended 45 mph Design speed. O.C coordination. 6' West offset
to avoid utl Boxes. Covered existing utilities extremely well. Excellent detail (xsec)
of drainage + utilities. Drainage - ATW + Apopka criteria. Fair to Good approach
Concern of how ponds will work on South end. Did not look at Traffic at SR 426.

Score 91% 54.6
(0-100)

Criteria: Innovative/Cost Saving Ideas (20%)

Good list of Innovations.
Use Gravity wall for Sidewalk due to differences. Variable medians
and PGL. Plan to keep utility Boxes, Detailed well.
offset ℄ to avoid utils. Median turn lane especially w/
super then their are median inlets.

Score 85% 17
(0-100)

Criteria: Project Team Qualifications and Experience (20%)

PM John Hornbeck experienced with Sem. Co. Woolpert excellent resource.
GMB + CEC good experience. Good local Sem. Co. experience.

Score 85% 17
(0-100)

TOTAL SCORE (0-100 Points) 88.6

RANKING 3

EVALUATION RANKINGS
PS-4202-09/DRR - Dean Road Widening Project Pre-Design and Final Design

	B. Blackadar	P. Leviti	J. McCollum	S. Smith	*TOTAL POINTS*	RANKING
AVCON INC	18	16	12	18	*64*	18
BOWYER-SINGLETON & ASSOC INC	2	6	4	3	*15*	2
BURGESS & NIPLE	12	2	10	16	*40*	10
CPH ENGINEERS INC	8	3	2	10	*23*	4
C3TS	5	17	9	11	*42*	11
DRMP	13	18	11	7	*49*	12
GHYABI & ASSOCIATES INC	6	15	1	9	*31*	8
INFRASTRUCTURE ENGINEERS INC	16	8	17	17	*58*	16
INWOOD CONSULTING ENGINEERS INC	3	9	8	1	*21*	3
KELLY,COLLINS & GENTRY INC	17	7	14	12	*50*	13
LOCHRANE ENGINEERING INC	15	11	13	14	*53*	14
METRIC ENGINEERING INC	11	4	5	8	*28*	7
PEGASUS ENGINEERING LLC	4	5	15	2	*26*	5
REYNOLDS, SMITH AND HILLS INC	1	1	6	4	*12*	1
THE BALMORAL GROUP	10	12	16	15	*53*	15
VANASSE HANGEN BRUSTLIN INC	7	13	3	5	*28*	6
WBQ DESIGN & ENGINEERING INC	14	14	18	13	*59*	17
WILBUR SMITH ASSOCIATES INC	9	10	7	6	*32*	9

The Evaluation Committee approves the short-listed top 4 ranked firms for Presentations.

Reynolds, Smith and Hills, Inc
Bowyer, Singleton & Assoc Inc
Inwood Consulting Engineers Inc
CPH Engineers Inc

Brett Blackadar

Patti Leviti

Jerry McCollum

Shad Smith

Dean Rd – State Road 426 the Orange County Line
Draft Scope of Services
Phase I – Preliminary Engineering

1.0 Administration

1.1 Project Initiation/Notice to Proceed

The **CONSULTANT** will prepare for and attend a Kick-off Meeting with the **COUNTY**'s Project Manager, staff and others as determined by the **COUNTY**. At this meeting, the **COUNTY** and key members of the **CONSULTANT**'s team will set the final parameters for the project.

The executed work order will serve as the Notice to Proceed.

1.2 Project Schedule

As part of the man-hour and lump-sum fee proposal, the **CONSULTANT** will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. Submittal will be in 11"x17" paper format and in Adobe Acrobat (.pdf) electronic format. The schedule will indicate both projected and actual completions dates. The **CONSULTANT** will send the **COUNTY**'s Project Manager an e-mail update of the schedule as needed throughout the project.

1.3 Project Status Meetings

The appropriate members of the **CONSULTANT**'s team will attend up to four (4) periodic meetings with the **COUNTY**'s Project Manager and staff to discuss the project's progress, status, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the **COUNTY** and the **CONSULTANT**'s team. The **CONSULTANT** will prepare and distribute meeting minutes within ten (10) days following each meeting. The **CONSULTANT** will also prepare a bi-weekly status support and submit via email by every other Friday at 12:00 PM.

The **CONSULTANT** will discuss the project's progress and issues with the **COUNTY** biweekly or more frequently if necessary, via telephone and/or email.

2.0 Public Involvement

The purpose of the public involvement element is to get the community involved in the project development and decision making process so that the **COUNTY** can develop a project that not only meets the transportation needs of the area, but is also supported by the community it serves. Therefore, the **CONSULTANT** will conduct the following public involvement activities throughout the project.

2.2 Public Involvement Meetings

The **CONSULTANT** will prepare for two (2) public involvement meetings as described below. The Consultant shall prepare a Public Involvement Plan (PIP), and submit it to the **COUNTY**'s Project Manager for review and approval prior to commencing the public meeting process. The PIP shall delineate the Consultant's efforts to inform and involve the citizens of the County, the appropriate state and local agencies, and the responsible appointed and elected public officials in the project planning, review and approval process.

2.2.1 Public Meeting No. 1

The **CONSULTANT** will coordinate and conduct, with the **COUNTY**'s assistance, a public involvement meeting within twelve (12) weeks of the issuance of the executed work order. The purpose of this meeting is to inform the community of the **CONSULTANT**'s scope of work and the various alternative alignments under consideration and to provide the **CONSULTANT** with public input regarding each of the alternatives.

The meeting will include a formal presentation followed by a question and answer period. The **CONSULTANT** will have staff available to respond to questions from the public.

2.2.2 Public Meeting No. 2

Following completion of the alternative analysis activities and identification of a preferred improvement concept, the **CONSULTANT** will coordinate and conduct public meeting #2. The purpose of this meeting is to inform the public of the recommended alignment before presentation to the **BCC**. The **CONSULTANT** will present the recommended alignment to the public and respond to their questions and comments.

The **CONSULTANT** will conduct all meetings for the **COUNTY** and will ensure that at least four (4) personnel are present from the **CONSULTANT**. The **CONSULTANT** will be responsible for all presentation and handout materials, and will provide minutes / summary of each meeting within two weeks. The **CONSULTANT** will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments. All written comments will be responded to in writing within ten business days. In no address is available for the citizen, then a phone mail or email with documentation will be provided.

2.3 Board of County Commissioners Public Hearing

The **CONSULTANT** will provide all support necessary for the **COUNTY** to conduct a Final Public Hearing on the recommended improvement concept. The **COUNTY** will present the project and the recommendations to the **BCC** for action, with assistance from the **CONSULTANT.**

2.4 Coordination Meetings

The **CONSULTANT** will coordinate and conduct meetings with local entities and state organizations, as necessary. At a minimum, a coordination meeting with Orange County will be needed.

2.5 Small Group Meetings

The **CONSULTANT** will be available to conduct up to six (6) meetings with organizations interested in the Preliminary Engineering Study **(PES)**. These meetings / presentations may be made to informal homeowners groups, formal homeowner associations or other organizations. The **CONSULTANT** will be responsible for all presentation and handout materials, and will provide minutes / summary of each meeting.

The **CONSULTANT** will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments.

2.6 Mailing List

The **CONSULTANT** will prepare a mailing list of interested parties which includes any person or institution expressing an interest in the project, potential permitting or review agencies, utility companies, elected and appointed officials in the area, community leaders, and media representatives. The list will also contain all homeowners / property owners located within 300 feet of any improvement concept.

The **CONSULTANT** will regularly update the mailing list during the course of the study. The **CONSULTANT** will give the **COUNTY** a copy of the mailing list used for each mailout.

2.7 Newsletters

The **CONSULTANT** will prepare and distribute at least four (4) project newsletters. The newsletters will be mailed to notify the public of the meetings and the BCC hearing. Another will be mailed to notify the

public of the results of **BCC** hearing and will provide a schedule for the upcoming final design, land acquisition and construction phases. Additional newsletters may be required by the **COUNTY**.

The newsletters will be printed in color on 8 1/2 " x 11" sheets. The **CONSULTANT** will send the newsletters to everyone on the mailing list, plus will print additional copies to be made available at the public meetings. The newsletters will be distributed as needed through the small group meetings, workshops and public meetings, and individual requests.

2.9 Advertisements

The **CONSULTANT** will prepare display advertisements to be posted in the Orlando Sentinel and the Seminole Herald prior to the two (2) Public Involvement meetings. The advertisements will be in black and white 6 7/16" by 7" (21 column inches).

All advertisements shall be approved by the COUNTY prior to any release or publication. There will be no exceptions to this requirement.

3.0 Data Collection

The **CONSULTANT** will collect all data necessary to develop and evaluate a reasonable range of alternative improvement concepts to meet the forecasted transportation demand of the Dean Rd corridor, as described. The **CONSULTANT** is to use all available information gathered, including past reports and studies of the area by the **COUNTY** or other agencies.

3.1 Aerial Photography / Base Maps

The **CONSULTANT** will prepare minimum 1" = 200 feet scale verified color aerial photography base maps. The **CONSULTANT** will prepare the aerial photography, suitable for public display with appropriate labeling. This photography will be used to present the overall project concept, master drainage plans, recommended alignment, right of way requirements and other appropriate information.

3.2 Existing Roadway Characteristics

The **CONSULTANT** will conduct field investigations to collect all pertinent existing roadway information necessary to develop, evaluate and compare the alternative improvement concepts. The roadway data will be compiled, documented and mapped on the aerial photography base maps for review by the **COUNTY** and for use at the public presentations.

3.3 Traffic Data

The **CONSULTANT** will collect the traffic data and develop the travel information listed below:

3.3.1 Traffic Counts

The **CONSULTANT** will collect a combination of 48-hour, 24-hour and classification traffic counts (at 15-minute increments) at a minimum of four (4) locations along the corridor and at all major side streets.

The CONSULTANT will collect turning movement counts at two (2) major signalized intersections and all major unsignalized intersections throughout the corridor

3.3.2 Traffic Factors

Using the data collected through the traffic count program described above, the **CONSULTANT** will develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)

- Seasonal Factors
- Equivalent Single Axle Loads (ESAL's)

The **CONSULTANT** will document how they determined these factors.

3.3.3 Travel Forecasts

Using the METROPLAN ORLANDO (MPO) approved travel forecasting model, the **CONSULTANT** will prepare opening year, interim year, and design year travel forecasts for the Dean Rd **PES** segment for Build and No-Build conditions. The **CONSULTANT** will perform any model validations required and will document them.

The travel forecasts will be presented as average annual daily traffic (AADT), and directional design hour volumes (DDHV). For the purpose of this study the following horizon years will be assumed:

- Opening Year - 2015
- Interim Year - 2025
- Design Year - 2035

The **CONSULTANT** will also prepare peak hour turning movement forecasts for each major intersection.

The design traffic will be used to establish the basic design requirements for the roadway typical section and each intersection. Using the design traffic, the **CONSULTANT** will perform an AM and PM peak hour operational analysis of each major intersection (for both the Build and No-Build concepts) to establish the minimum required lane geometry needed to adequately serve the projected turning movements. The output of this analysis should include projected lengths of turn lane queues.

3.3.4 Design Traffic Report

The **CONSULTANT** will document the traffic data, travel forecasting and analysis activities in an interim *Design Traffic Report* that will be submitted to the **COUNTY** for review and approval. The final *Design Traffic Report* will be completed prior to the **BCC** Hearing. Pertinent information from the *Design Traffic Report* will be included in the ***Dean Rd Preliminary Engineering Report.***

3.4 <u>Accident Data</u>

The **CONSULTANT** will collect available accident data / information from local sources for the most recent three (3) years. The data collected will, at a minimum, include number and type, location, fatalities and injuries. The **CONSULTANT** will consider this data as they make their recommendations for improvements.

3.5 <u>Roadside Safety</u>

The **CONSULTANT** will evaluate roadside safety and make recommendations as to possible ways to improve safety.

3.6 <u>Utilities</u>

The **CONSULTANT** will identify any existing and proposed utilities which may influence location and design, including overhead transmission lines, microwave towers, underground water, sanitary sewer, force mains, power cables, etc.

The **CONSULTANT** will document this information in the Utility Section of the ***Dean Rd Preliminary Engineering Report***, which will summarize how the existing utilities will influence location and design considerations.

3.7 Transportation Plans

The **CONSULTANT** will review and document plans for all modes of transportation including automobile, transit, bikeways, trails, non-motorized vehicles, etc. The information received from these plans will be used to reaffirm the project need and to develop and evaluate the alternative improvement concepts.

3.8 Soil Survey and Geotechnical Data

The **CONSULTANT** will review existing soil maps and available geotechnical information for the study area.

The **CONSULTANT** will also perform one soil boring to a depth of 25 feet for each proposed stormwater management facility and will provide an estimated seasonal high water level for each facility.

The results of the geotechnical data collection activities will be documented in the Geotechnical Section of the ***Dean Rd Preliminary Engineering Report***. This section will document existing data and boring results, and will contain preliminary recommendations relevant to the project.

3.9 Contamination / Hazardous Material Sites

The **CONSULTANT** will review available records to identify sites with documented or possible undocumented contamination. To supplement this recorded information, the **CONSULTANT** will perform a field review of the study area to identify non-reported sites which may potentially be contaminated with hazardous materials. The contamination data and analysis activities will be documented in the Contamination Section of the ***Dean Rd Preliminary Engineering Report.***

3.10 Right of Way Mapping

The **CONSULTANT** will prepare a right of way identification map for the project at a minimum of 1" = 200 feet scale. The purpose of this map is to provide a tool for the **COUNTY** to track right of way ownership and needs prior to the development of Right-of-Way Maps during design. Among other things, the **COUNTY** will use this to discuss advanced acquisitions/donations with property owners and developers.

The maps will include section line ties, existing right of way, sub-divisions and property lines based on the last deed of record. The **CONSULTANT** will track on this map any right-of-way acquired through Development Agreements or other agreements.

3.10.1 Surveying Service

At a minimum, the **CONSULTANT** will survey the necessary Sections for the corridor to determine the positions of the section and quarter section corners. The surveyor will provide the coordinates in both "hard copy" and electronic data formats. Field data will be kept in standard field books and submitted to the **COUNTY** Project Manager upon completion of the final design phase unless requested before this time. Additional surveying details are included in the Design Scope of Services.

3.11 Land Use Plans

The **CONSULTANT** will collect all land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative roadway improvements and to identify locations where right-of-way could potentially be dedicated for the roadway improvement. Information to be collected will include, at minimum, future land use plans, proposed development plans, zoning regulations,

comprehensive plans, and preliminary and final plats. This information will be updated regularly throughout the study period.

The **CONSULTANT** will map pertinent information on the aerial photography base maps and the right of way identification maps for use throughout the course of the project.

3.12 Cultural Features

The **CONSULTANT** will collect information on cultural facilities like parks, schools and recreation areas, as well as the neighborhoods they serve, located within the vicinity of the Dean Rd study segment. This information will be mapped and documented.

3.13 Archaeological and Historic Features

The **CONSULTANT** will identify recorded historical and archaeological sites within the study area by coordinating with the State Historic Preservation Office (SHPO). If there are significant sites located within the vicinity of the alignment alternatives an Archaeological Sub-Consultant will be contracted to supplement this recorded information by performing a field review of the study area to identify non-reported sites which may potentially be eligible for historic designation. Utilizing this information, the **CONSULTANT** will map all sites that may influence the location and evaluation of alternative improvement concepts. This information will be documented in the Cultural Resource Section of the ***Dean Rd Preliminary Engineering Report.***

3.14 Hydraulic and Natural Features

The **CONSULTANT** will review existing information to identify significant hydraulic and natural features found within the study area. The **CONSULTANT** will supplement documented information with field reviews of the study area. Information to be documented will, at a minimum, include the following:

* Wetlands
* Water Quality
* Floodplains and Floodways

The **CONSULTANT** will document, in report and map format, all information that may influence the location and evaluation of alternative improvement concepts.

3.14.1 Permit Information

The **CONSULTANT** will also collect project related permit information to determine whether environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits will be required. This activity will include identifying all relative permitting agencies, as well as all existing permits.

3.14.2 Preliminary Drainage Analysis

The **CONSULTANT** will identify existing drainage deficiencies within the project corridor and vicinity (including drainage outfalls) and will recommend solutions to be incorporated with the project. This includes reviewing existing drainage studies and reports.

3.15 Threatened and Endangered Species

The **CONSULTANT** will review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The **CONSULTANT** will supplement documented information with field reviews of the study area. The **CONSULTANT** will document in

report and map format in the ***Dean Rd Preliminary Engineering Report*** all information that may influence the location and evaluation of alternative improvement concepts.

3.16 Corridor Analysis / Project Needs

Following completion of the data collection and evaluation activities, the **CONSULTANT** will analyze the corridor study area. This analysis will determine if the existing Dean Rd corridor is the most appropriate corridor within which alternative improvement concepts should be developed and evaluated.

The Corridor Analysis activities will, at a minimum, reconfirm the improvement need, address the existing and projected travel demand within the corridor, the current and projected development patterns within the corridor, and the presence of any environmentally sensitive features within the corridor.

The Corridor Analysis will be documented in the Corridor Analysis Section of the ***Dean Rd Preliminary Engineering Report.***

4.0 Development and Analysis of Improvement Alternatives

The **CONSULTANT** will perform the following tasks to develop, analyze and compare alternative improvement concepts within the Dean Rd corridor.

4.1 Alternative Typical Sections

Based on the Draft Design Traffic Report, the **CONSULTANT** will develop a minimum of three (3) appropriate alternative typical sections for evaluation. The **CONSULTANT** will then evaluate these typical sections using criteria that will include but not be limited to access management standards, right of way requirements, traffic volumes, and bicycle and pedestrian features. The analysis will be documented in the ***Dean Rd Preliminary Engineering Report*** and submitted to the **COUNTY** with a recommendation of a preferred typical section.

4.2 Access Management Determination

The **CONSULTANT** will evaluate the effects of different access management classifications for Dean Rd and will recommend an appropriate access management classification for the road. This includes recommending minimum median opening and directional median spacing and locations. In addition, the **CONSULTANT** shall also recommend appropriate geometric design at intersections and median openings, including median noses and curb returns, to accommodate U-turn maneuvers.

The **CONSULTANT** will document the evaluation and recommendation of the alternative access management classifications in the ***Dean Rd Preliminary Engineering Report.***

4.3 Alternative Improvement Concepts

4.3.1 Develop Alternative Alignment Improvement Concepts

The **CONSULTANT** will develop a minimum of three (3) Alternative Alignment Improvement Concepts for each of the typical sections under evaluation.

The proposed right of way requirements will be printed on each Alternative Alignment Improvement Concept display. The approximate square footage of each parcel affected by the alternative will be printed on the aerial within the parcel.

4.3.2 Analyze Alternative Improvement Concepts

The **CONSULTANT** will analyze the benefits and impacts associated with each Concept as well as the No-Build Concept. The analyses to be performed for each Concept, including engineering and environmental assessment, are described below:

- **Cost Analysis** - The **CONSULTANT** will develop engineering design, right of way and construction cost estimates for each alternative. Right of way cost estimates will include combined values for right of way administration, land cost and damages. A preliminary cost estimate for construction and right of way of one of the discussed alternatives shall be provided to the County within 60 calendar days of the issuance of NTP. The purpose of this preliminary estimate is to assist the County with budgeting properly for this project.

- **Grant Funding** - The CONSULTANT will research potential grant funding opportunities for the alternatives developed.
- **Conceptual Drainage Analysis** - The **CONSULTANT** will perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required stormwater management facilities.

- **Community Impact Analysis** - The **CONSULTANT** will estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative. The right-of-way cost estimate will reflect the cost of these impacts while this measure will reflect the number of each impacted.

- **Visual / Aesthetics** – The **CONSULTANT** will prepare concept renderings at various locations for each alternative improvement concept. These renderings will be used to convey the future appearance (i.e. visual and aesthetics) of each alternative improvement concept to the public at the various meetings.

- **Wetland Impacts** - The **CONSULTANT** will estimate the acres of wetlands, if any, impacted by each alternative.

- **Flood Plain Impacts** - The **CONSULTANT** will estimate the extent of flood plain encroachment, if any, of each alternative.

- **T&E Species Impacts** - The **CONSULTANT** will quantify / qualify potential impacts to threatened and endangered species habitat associated with each alternative.

- **Archaeological and Historic Feature Impacts** - The **CONSULTANT** will estimate the number and extent of impacts caused to archaeologically significant or historical structures.

- **Contaminated Sites Impacted** - The **CONSULTANT** will estimate the number and extent of impacts to contaminated sites, and shall recommend whether a Phase II Environmental Site Assessment should be completed.

- **Tree Impacts** - The **CONSULTANT** will estimate the number, type and size of trees impacted by each alternative.

- **Lighting** - The **CONSULTANT** will determine if lighting is justified for any portion of each alternative.

- **Geotechnical Analysis** – The **CONSULTANT** will evaluate the suitability of the soil underlying each alternative.

4.3.3 Evaluation Matrix

The **CONSULTANT** will prepare an evaluation matrix to document and compare each alternative. This matrix will be used to clearly identify the most viable improvement concept. It will be prepared in a manner suitable for presentation to the public. A draft matrix shall be

submitted to the **COUNTY's** Project Manager for review at least fifteen (15) days prior the second public involvement meeting. The **COUNTY's** review comments shall be incorporated into the matrix prior the second public involvement meeting with the recommended alternative labeled. The final Evaluation Matrix will be ready for inclusion in the **BCC** Public Hearing agenda package.

4.4 Select Preferred Alternative

Following completion of the alternative analysis and prior to the second public involvement meeting, the **CONSULTANT**, in association with the **COUNTY** Project Team, will select a preferred improvement alternative to be evaluated at a more detailed level.

5.0 Preferred Improvement Concept

The **CONSULTANT** will refine the preferred improvement concept to finalize the major elements of the project. These refinements will include estimating the right of way limits, pond locations, social impact estimates, cost and other major features needed to advance the project to the design phase.

5.1 Dean Rd Preliminary Engineering Report

The ***Dean Rd Preliminary Engineering Report*** will clearly explain why the Project Team made the decisions they did. It will document all public involvement activities, alternatives development and analysis efforts, all activities leading to and including the final recommendations.

The **CONSULTANT** will submit the draft ***Dean Rd Preliminary Engineering Report*** within four (4) weeks after the second Public Involvement meeting. The revised draft will be submitted at least five (5) weeks prior to the **BCC** Public Hearing in time to be included in the preparation of the BCC agenda memorandum.

The **CONSULTANT** will finalize the document following the **BCC** Public Hearing by incorporating the final public input received and the **BCC**'s final action on the recommendation.

6.0 Deliverables

Please note that all deliverables are to be submitted in both hard copy and in Adobe Acrobat (.pdf)

The number and format of the deliverables requested are as follows:

Alternative Improvement Concepts (11x17 color) 2
Recommended Improvement Concepts (11x17 color) 2

Draft Design Traffic Report 2
Design Traffic Report 2
Geotechnical Report 2

Items for BCC Agenda Package

- Evaluation Matrix 15
- Recommended Typical Section 15
- Project Location Map 15

Dean Rd Preliminary Engineering Report

- Draft 2
- Revised Draft 2

- Final Report 5

Right-of-Way Identification Map 2

----- End of Phase I Scope -----

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations with C.T. HSU and Associates, P.A.

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Robert Bradley **EXT:** 7113

MOTION/RECOMMENDATION:
Approve Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations in the amount of $180,000.00 with C.T. HSU and Associates, P.A., of Orlando, Florida.

County-wide Ray Hooper

BACKGROUND:

PS-4053-08/RTB provides architectural and engineering services for the design of Seminole County fire stations. These services include, but are not limited to, architectural, structural, mechanical, electrical, systems, civil, fire protection, cost engineering, interior design, irrigation and landscape design.

Work Order #1 will provide design and construction administration services for the construction of Fire Station #29, to be located at Aloma Avenue and Loma Vista Drive. The design shall be based on the criteria established for Seminole County Fire Stations and the prototype floor plan for a three-bay 10,000 square foot station. The building and site plans developed for Fire Station #29 will be used for future fire station construction projects, and will be adapted to the differing conditions at each subsequent site with the floor plan remaining approximately the same. Staff will seek the Commissioners' input and consensus of the design prior to construction document's completion.

This is a budgeted project and funds are available in Fire Station 29 (Account #010578.560650, CIP #0258001).

STAFF RECOMMENDATION:
Staff recommends that the Board approve Work Order #1 for PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations in the amount of $180,000.00 with C.T. HSU and Associates, P.A., of Orlando, Florida.

ATTACHMENTS:

1. PS-4053-08_RTB - Work Order #1 (C.T. HSU)

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: **1**

Master Agreement No.: PS-4053-08/RTB Dated: May 19, 2009
Master Agreement Title: Architectural and Engineering Services for Seminole County Fire Stations
Project Title: **Fire Station #29 Design Services and Construction Administration**

Consultant: C.T. HSU & Associates, P.A
Address: 820 Irma Avenue
Orlando, FL 32803

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[X] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[X] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds
[X] retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within **thirty (30) calendar days after the execution of Final Acceptance for the construction project**. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($180,000.00)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

Consultant

By:_____
C.T. Hsu, President

Date:_____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
Bob Dallari, Chairman

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

OC 804624 ON #23306

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

C.T. HSU + ASSOCIATES, P.A.
ARCHITECTURE ■ PLANNING ■ INTERIOR DESIGN
ORLANDO

May 12, 2009

Mr. Scott Werley
Construction Manager
Seminole County Florida Government
1101 E First Street
Sanford, FL 32771-1468

RE: FEE PROPOSAL for PS-4053-08/RTB
Architectural/Engineering Services for Seminole County Fire Stations

Dear Scott,

Thank you for the opportunity to submit this fee proposal for the referenced work, over which our Team is very excited and eager to begin. Our comprehensive design services proposal is based upon the project scope as outlined in PS-4053-08/RTB, and is subject of course to modification pending further clarification and requests by the County.

I. SCOPE OF SERVICES

The C.T. Hsu + Associates (CTH+A) Team will provide design services for the following projects:

A. New Construction

The County has indentified one (1) fire station located at Aloma Ave. and Loma Vista. Additional fire stations may be added at various other sites throughout the County.

The design for each site shall be based on the design criteria for Seminole County Fire Stations and the prototype floor plan for a three-bay 10,000 square foot station. The building and site plan will be adapted to the differing conditions on each site with the floor plan remaining approximately the same. The projects will be issued as individual work orders to the selected consultant. All plans and specifications will be the property of Seminole County. The estimated construction cost is approximately $2,000,000 per fire station. Architectural and Engineering services will include, but not be limited to architectural, structural, mechanical, electrical, systems, civil, fire protection, cost engineering, interior design, irrigation and landscape design.

These services will also include Construction procurement Services (including the production of Bid/Contract Documents, Drawings and Specifications, attendance at pre-bid meetings, etc.) Contract Administration Services (including reviewing change orders, pay applications, schedules, substitution requests, site visits, shop drawings and submittal review, RFI response, etc.) and Schedule Development and monitoring for design. Plan reviews will be held at schematic development, design development, and construction development plans and specifications. The plan reviews will be at approximately 30%, 60%, 90%, and 100% stages of design.

Signalization Design if required for any of the stations will be provided as additional services.

820 IRMA AVENUE, ORLANDO, FL 32803 USA ■ 407 423-0098 FAX # 407 423-4793
LICENSE # AA-C 001322

II. COMPENSATION

CTH+A Team proposes to provide the architectural and engineering services described herein for a lump sum fee of $180,000 One Hundred Eighty Thousand Dollars, broken down as follows:

A. 3 Bay Fire Station

1. Fire Station	- Aloma and Loma Vista	$180,000.00
Schematic Design		$27,000.00
Design Development		$36,000.00
Construction Documents		$72,000.00
Permitting / Bidding		$9000.00
Construction Administration		$36,000.00

Reimbursable expenses will be invoiced and compensated separately according to the *Reimbursable Expenses* guidelines set forth in the prime agreement.

III. TIME SCHEDULE

We expect to complete the scope of work for the entire project in approximately the following time period notice to proceed:

Program Verification and Site Planning	4 weeks
Design	15-20 weeks
Construction	10-12 months

We are, as you know, extremely excited about this project and are eager to begin taking your public safety vision for the County a step closer to reality. If you need additional information, please do not hesitate to contact our office. We look forward to working with you on this important undertaking.

Sincerely,

C. T. HSU + ASSOCIATES, P.A.

C.T. Hsu, AIA
President

cc: File (PF/MF/CR)

Exhibit B: FEE QUOTATION PROPOSAL **Date: May 25, 2009**

Project Name: **Seminole County Fire Stations**

Name of Firm: **C. T. Hsu + Associates, P. A.**

ACTIVITY	Principal		Project Mgr.		Project Architect		Architect		Construction Admin		Clerical		Basic Acitivity $ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase	8	$209.15	16	$146.39	16	$104.57	32	$83.67	0	$83.67	20	$69.72	$9,760	92	$106.09
II. Design Development Phase	12	$209.15	24	$146.39	32	$104.57	48	$83.67	4	$83.67	40	$69.72	$16,509	160	$103.18
III. Construction Document Phase	16	$209.15	40	$146.39	80	$104.57	120	$83.67	16	$83.67	80	$69.72	$34,524	352	$98.08
IV. Bidding / Negotiation Phase	0	$209.15	14	$146.39	12	$104.57	16	$83.67	40	$83.67	8	$69.72	$8,561	90	$95.02
V. Construction Adminstration Phase	4	$209.15	16	$146.39	16	$104.57	80	$83.67	200	$83.67	120	$69.72	$36,646	436	$84.05
	40		110.09		156		296		260		268		$106,000	1,130	$93.80

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY

II.	Schematic Design Phase	$ 27,000	15.00%
III.	Design Development Phase	$ 36,000	20.00%
IV.	Construction Document Phase	$ 72,000	40.00%
V.	Bidding / Negotiation Phase	$ 9,000	5.00%
VI.	Construction Adminstraton Ph	$ 36,000	20.00%
TOTAL LUMP SUM FEE		**$ 180,000**	100.00%

TOTAL LUMP SUM FEE COMPUTATIONS

	Total Manhours		Avg. Hourly Rate	
* Fee Subtotal	1,130	x	$93.80	$ 106,000
				$ -
				$ -
			Subtotal	$ 106,000
				$ -
(d) Out-of-Pocket Expense (Consultants)				$74,000
(e) Miscellaneous Expense				$ -
TOTAL LUMP SUM FEE				**$ 180,000**
ALLOWANCES				$ -
GRAND TOTAL				**$ 180,000**

I certify that the labor classification rates above are true and accurate.

Name: Timothy McNicholas, AIA, LEED AP
Title: Principal

Exhibit B: FEE QUOTATION PROPOSAL **Date: June 2, 2009**

Project Name: **Seminole County Fire Stations**

Name of Firm: **CHPA Consulting Engineers, Inc.**

ACTIVITY	Principal		Project Mgr.		Engineer		Designer		Construction Admin		Clerical		Basic Acitivity $ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase	0.5	$200.00	3	$185.00	4	$125.00	0	$115.00	0	$145.00	0	$70.00	$1,155	8	$154.00
II. Design Development Phase	0	$200.00	3	$185.00	7	$125.00	39	$115.00	0	$145.00	0	$70.00	$5,915	49	$120.71
III. Construction Document Phase	1.124	$200.00	7	$185.00	12	$125.00	82	$115.00	0	$145.00	0	$70.00	$12,450	102	$121.91
IV. Bidding / Negotiation Phase	0	$200.00	0	$185.00	0	$125.00		$115.00	0	$145.00	0	$70.00	$0	0	
V. Construction Adminstration Phase	0	$200.00	5	$185.00	4	$125.00	0	$115.00	28	$145.00	0	$70.00	$5,485	37	$148.24
	2.124	200	22.83	185	44.88	125	120.8	115	28	145	0	70	$25,005	196	

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY

II. Schematic Design Phase	$	1,150
III. Design Development Phase	$	5,915
IV. Construction Document Phase	$	12,450
V. Bidding / Negotiation Phase	$	-
VI. Construction Adminstraton Ph	$	5,485
TOTAL LUMP SUM FEE	$	25,000

TOTAL LUMP SUM FEE COMPUTATIONS

	Total Manhours		Avg. Hourly Rate	
* Fee Subtotal		x	$0.00	$ -
				$ -
				$ -
			Subtotal	$ -
(d) Out-of-Pocket Expense (Consultants)				
(e) Miscellaneous Expense				
TOTAL LUMP SUM FEE				$ 25,000
ALLOWANCES				
GRAND TOTAL				$ 25,000

I certify that the labor classification rates above are true and accurate.

Name: Michael Thompson
Title: Project Manager

Exhibit B: FEE QUOTATION PROPOSAL **May 27,2009**

Project Name: **Seminole County Fire Stations**

Name of Firm: mai Landscape Architects, Inc.

ACTIVITY	Principal		Project Manager		Designer		Field Technician		CAD Operator		Clerical		Basic Acitivity $ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Program Development		$34.00		$27.00		$19.50		$19.76		$15.92		$15.00			
II. Schematic Design Phase	2	$34.00	9	$27.00		$19.50		$19.76		$15.92		$15.00	$311	11	$28.27
III. Design Development Phase	2	$34.00	18	$27.00		$19.50		$19.76		$15.92		$15.00	$554	20	$27.70
IV. Construction Document Phase	2	$34.00	18	$27.00		$19.50		$19.76		$15.92		$15.00	$554	20	$27.70
V. Bidding / Negotiation Phase		$34.00	2	$27.00		$19.50		$19.76		$15.92		$15.00	$54	2	$27.00
VI. Construction Adminstration Phase	2	$34.00	6	$27.00		$19.50		$19.76		$15.92		$15.00	$230	8	$28.75
VII. Post Construction Phase		$34.00		$27.00		$19.50		$19.76		$15.92		$15.00			
													$1,703	61	$27.92

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY

I.	Program Development and Review of Existing Conditions	$ -	
II.	Schematic Design Phase	$ 1,044.02	18.26%
III.	Design Development Phase	$ 1,859.76	32.53%
IV.	Construction Document Phase	$ 1,859.76	32.53%
V.	Bidding / Negotiation Phase	$ 181.28	3.17%
VI.	Construction Adminstraton Phase	$ 772.10	13.51%
VII.	Post Construction Phase	$ -	
	TOTAL LUMP SUM FEE	**$ 5,091.97**	100.00%

TOTAL LUMP SUM FEE COMPUTATIONS

	Total Manhours		Avg. Hourly Rate	
* Fee Subtotal	61	x	$27.92	$ 1,703.00
Additives:				
(a) Lump Sum or 2.99 For Fringe Benefits and Overhe:				$ 3,388.97
Subtotal				**$ 5,091.97**
(b) Out-of-Pocket Expense				$ 624.95
(c) Miscellaneous Expense				$ -
TOTAL LUMP SUM FEE				**$ 5,716.92**

I certify that the labor classification rates above are true and accurate.

Deborah Monteferrante

Name: Deborah Monteferrante, RLA
Title: Principal

Date: 05/29/2009

Exhibit C - Seminole County Fire Station No. 28 Man Hours

PHASE OF PROJECT:	Principal Engineer	Chief Engineer	Project Manager	Sr. Engineer	Eng. II	Eng. I	Eng. Intern II	Clerical	Total Hours Per Task	Total Fee Per Task
TASKS	$ 259.90	$ 205.55	$ 183.50	$ 164.40	$ 125.71	$ 96.21	$ 62.13	$ 73.02		
Task #1 - Schematic Design	0	1	2	2	4	3	5	2	19	$ 2,149.51
Task #2 - DD/Preliminary Permitting Phase	2	4	4	1	8	12	40	2	73	$ 7,031.84
Task #3 - Seminole County DRC	1	0	8	0	4	8	20	2	43	$ 4,389.06
Task #4 - CD/Final Permitting Phase	2	4	5	4	11	35	40	5	106	$ 10,517.56
Task #5 - Bidding Phase	0	1	4	0	0	0	0	1	6	$ 1,012.57
Task #6 - Construction Phase Services	1	2	12	0	1	4	8	2	30	$ 4,026.63
Task #7 - Project Closeout	0	1	1	0	0	0	8	0	10	$ 886.09
Hours this Project	6	13	36	7	28	62	121	14	287	
Man/Hr Costs this Project	$ 1,559.40	$ 2,672.15	$ 6,606.00	$ 1,150.80	$ 3,519.88	$ 5,965.02	$ 7,517.73	$ 1,022.28		$ 30,013.26
Reimbursables										$0.00
TOTAL FEE										$ 30,013.26

Name: Jason D. Vargas

Title: Project Manager

Exhibit B: FEE QUOTATION PROPOSAL **Date: May 25, 2009**

Project Name: **Seminole County Fire Stations**

Name of Firm: **Allan and Conrad, Inc.**

ACTIVITY	Principal		Project Mgr.		Project Engineer		Designer		Construction Admin		Clerical		Basic Acitivity $ Amount	Manhrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			
I. Schematic Design Phase	1	$160.00	1	$145.00	6	$110.00	13.2	$75.00	0	$90.00	1	$70.00	$2,025	22	$91.22
II. Design Development Phase	0	$160.00	3	$145.00	12	$110.00	14	$75.00	0	$90.00	1	$70.00	$2,875	30	$95.83
III. Construction Document Phase	2	$160.00	8	$145.00	20	$110.00	16	$75.00	0	$90.00	1	$70.00	$4,950	47	$105.32
IV. Bidding / Negotiation Phase	0	$160.00	1	$145.00	5	$110.00	0	$75.00	0	$90.00	1	$70.00	$765	7	$109.29
V. Construction Adminstration Phase	0	$160.00	0	$145.00	8	$110.00	2	$75.00	16	$90.00	3	$70.00	$2,680	29	$92.41
	3		13		51		45.2		0		7		$13,295	135	$98.34

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY

NORMALIZED FEE BY ACTIVITY

II. Schematic Design Phase	$	1,994	15.00%
III. Design Development Phase	$	2,659	20.00%
IV. Construction Document Phase	$	5,318	40.00%
V. Bidding / Negotiation Phase	$	665	5.00%
VI. Construction Adminstraton Phase	$	2,659	20.00%
TOTAL LUMP SUM FEE	$	**13,295**	100.00%

TOTAL LUMP SUM FEE COMPUTATIONS

	Total Manhours		Avg. Hourly Rate		
* Fee Subtotal	135	x	$98.34	$	13,295
Reimbusable Expenses (Printing)				$	600.00
				$	-
Subtotal				$	13,895
				$	-
(d) Out-of-Pocket Expense (Consultants)					
(e) Miscellaneous Expense				$	-
TOTAL LUMP SUM FEE				$	13,895
ALLOWANCES				$	-
GRAND TOTAL				$	13,895

I certify that the labor classification rates above are true and accurate.

Name: Carl W. Jenne, P.E.
Title: Principal

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Fifth Amendment and renewal of RFP-4143-01/GMG - Records Retention Services Agreement with Iron Mountain Information Management, Inc.

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Tammy Roberts **EXT:** 7115

MOTION/RECOMMENDATION:
Approve Fifth Amendment and renewal to RFP-4143-01/GMG - Records Retention Services Agreement with Iron Mountain Information Management, Inc.

County-wide Ray Hooper

BACKGROUND:
RFP-4143-01/GMG provides records storage, retrieval and destruction services for Seminole County's various elected officials. This agreement was awarded by the Board of County Commissioners on March 12, 2002 for five (5) years with five (5) 1-year renewal periods, and is currently in the second of the five 1 year renewal periods. Amendment #5 reflects the most recent increase of 6%, including the addition of administrative fees. Cost increases plus higher storage volume and service requests have raised the annual costs from the initial 2002 estimate of $90,000 to the current estimated budget of $143,000, with an anticipated increase of 6% per year for the remaining renewal periods. County staff continues to seek alternative solutions for these services.

Supporting documents include Amendment #5 as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:
Staff recommends that the Board to approve the Fifth Amendment and renewal to RFP-4143-01/GMG - Records Retention Services Agreement with Iron Mountain Information Management, Inc.

ATTACHMENTS:

1. 5th Amendment

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

FIFTH AMENDMENT TO RECORDS RETENTION SERVICES AGREEMENT
(RFP-4143-01/GMG)

THIS FIFTH AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on July 8, 2002, as amended on March 8, 2005, May 11, 2006, July 5, 2007, and on June 26, 2008, between **IRON MOUNTAIN INFORMATION MANAGEMENT, INC.**, whose address is 121-B Kelsey Lane, Tampa, Florida 33619, 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 July 8, 2002, as amended on March 8, 2005, May 11, 2006, July 5, 2007, and on June 26, 2008, for records retention services; 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 24 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. Exhibit "A" of the Agreement is deleted and is replaced by the new Exhibit "A", attached hereto.

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:

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

_____
, Secretary

By:_____
JOHN LUDWIG, General Manager

(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.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
5/26/09 5/27/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-4143 5am.doc

Attachment:
Exhibit "A" - Rate Schedule

Exhibit A

Amendment #5 to RFP-4143-01/GMG - Term Contract for Records Retention Services			
Item No.	Description of Services	Units	Unit Price
0001	Initial Pickup, Delivery and Processing of current inventory to storage	cf	NA
0002	Storage of hard copy records, monthly charge per cubic foot	cf	$ 0.1860
0003	Climate controlled storage of microform, monthly charge per cubic foot	cf	$ 0.7790
0004	New records to storage (includes pickup, receiving and data entry) charge per cubic foot	cf	$ 1.34
0005	Retrieval or refiles of files, charge per file/ file reference inquiry	ea	$ 1.11 standard $ 5.83 rush
0006	Retrievals or refiles of cartons, charge per carton per cubic foot/and per reference box inquiry	cf	$ 1.39 standard $ 5.46 rush
0007	Destruction/shredding of hard copy records (includes retrieval) charge per carton per cubic foot	cf	$ 3.73 ($2.34 destroy plus $1.39 retrieval)
0008	Permanent removal of records, charge per cubic foot	cf	$ 5.41 ($4.02 destruct plus $1.39 retrieval)
0009	Next day delivery for retrievals (notification prior to 3 pm the previous day) 2 day for standard pickup, Charge per stop)	Stop + cu. ft.	$ 13.25 (next day retrieval) $ 13.25 (2nd day pickup) $ 31.80 (half day) (plus $1.34 per cubic foot)
0010	Rush delivery (within 3 hours during normal business hours) charge per stop	Stop + cu. ft.	$ 53.00 (plus handling: $1.34 per cubic foot)
0011	Emergency delivery (within 4 hours outside of normal business hours) charge per stop After Hours/Weekends/Holidays	Stop + cu. ft.	$ 106.00 (plus handling: $1.34 per cubic foot)
0012	Storage Boxes: Standard 1.2 cf w/lid	ea.	$ 2.77
0013	Fuel Surcharge	trip	Based on US Dept. of Energy National US Average On-Highway Diesel Fuel Prices as outlined in attached Iron Mountain Policy-US. Change in % applied to total monthly transportation fees.
0014	Repack	carton	$ 5.00
0015	Administration fee	per account	$ 25.12 (Summary Invoice) $ 62.80 (Detailed Invoice)
0016	Interfiles		$ 2.57 (filing documents into files)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Change Order #6 to CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve Change Order #6 to CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement with Jacksonville Sound and Communications, of Jacksonville, Florida, in the amount of $24,545.00.

County-wide Ray Hooper

BACKGROUND:

CC-2702-07/DRS provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of a new fire alarm system for the Seminole County Public Safety Building Complex.

As part of the final inspection process, the County Fire Marshal inspected the newly installed fire alarm system at the Public Safety Building and provided a list of additional devices that were required before the system would be approved. Change Order #6 will authorize the Contractor to proceed with the additional work required by the Fire Marshal.

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

Original Agreement Sum	$198,735.00
Change Order #1-3, & 5	(Time Only)
Change Order #4	$784.00
Change Order #6	$24,545.00
Revised Agreement Total	$224,064.00

This is a budgeted project and funds are available in PSB Fire Alarm System Upgrade (Account #010575.560650, CIP #00235001).

STAFF RECOMMENDATION:
Staff recommends that the Board approve Change Order #6 to CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement with Jacksonville Sound and Communications, of Jacksonville, Florida, in the amount of $24,545.00.

ATTACHMENTS:

1. CC-2702-07_DRS - Change Order #6 (Jacksonville Sound)

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-2702-07 Initiation Date: 06/04/09 Change Order No.: 6 Other Project No: _____
CIP Number: _____ Contract Date: 02/28/2008 ☐ Work Order No.: ___ Vendor No: _____

Contract Title:
Fire Alarm Replacement at the Public Safety Building

You are requested to make the following change(s) in this Contract/Work Order, and reason(s) are provided:
Addition and removal of fire alarm devices as per Fire Marshall's request.

Original Contract/Work Order Sum	$198735.00
Contract/Work Order sum prior to this change order	$199519.00
Change Order Sum (☒ increase) (☐ decrease) (☐ unchanged)	$24545.00
New Contract/Work Order sum including this change order will be	$224064.00
Time will be (☐ increased) (☐ decreased) (☒unchanged) by	0Days
Final Completion Date through this change order	09/30/09

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 and 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 ☐ does not involve changes to the design of the project, which would require signature by the Architect/Engineer of Record. Project Manager (initials) _____

Project Manager (Signature)	Architect/Engineer (Signature)	Contractor (Seal & Signature)
Administrative Services Faciliites Management	Jacksonville Sound 5021 Stepp Ave Jacsonville, FL	Jacksonville Sound 5021 Stepp Ave Jacksonville , FL
Department/Division	Address (List Above)	Address (List Above)
By: Rafael Fernandez	By: JACK MOBERG	By:
(Print Name)	(Print Name)	(Print Name) JACK MOBERG
Date: 6/4/09	Date: 6-4-09	Date: 6-4-09

☐ Purchasing & Contracts Approval Pursuant to Administrative Code:

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

WITNESSES:

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS ☐ Board Approval:

ATTEST:

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

Approved as to form & legal sufficiency:

County Attorney Date

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BOB DALLARI, Chairman Date

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

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

Jacksonville Sound & Communications Inc.

June 4, 2009

Seminole County Government
1101 East First Street,
Sanford, Fl 32771-1468
Fax: 407/665-5305

Attn: Rafael Fernandez

Re: Seminole County Public Safety/Sheriff's Office

Jacksonville Sound & Communications, Inc. is pleased to furnish pricing for the following scope of work on the above referenced project.

Section: Life Safety / Fire Alarm:

General Notes are as Follows:

- We will add, remove and replace the fire alarm devices as discussed on 5/8/09. Please see attached revised breakdown of devices being added and removed as discussed on 6/04/2009.
- Unit cost on breakdown sheet, for new or replacement device includes drafting time to revise drawings, conduit, box, wire and required device.
- Unit cost on breakdown sheet, for demo of existing devises, includes removing devise, wire and blanking off existing device.

Pricing is as follows:

Section: Fire Alarm (Change Order) $24,545.00

Accepted By *Date*

Print Name

Eric Knowlton
Sr. System Sales Representative
Orlando Branch
Jacksonville Sound & Communication, Inc.
1985 Corporate Square
Longwood, Florida 32750
P: 407-332-1985
F: 407-332-0227
Email. e.knowlton@jacksonvillesound.com
Website: www.jacksonvillesound.com

Change Order Devices to Add

Location	Device Type	
Corr 1-125 change to Horn Strobe		Deleted by Fire Marshal
Corr 1-125 Add Horn Strobe		Deleted by Fire Marshal
Public Lobby 1-142 Signage for Pull Stations not on exit walls	2 Signs	$100.00
Staff Toilet 1-126 change Horn/ Strobe to Strobe only		Not reguired
Staff Toilet 1-127 change Horn/ Strobe to Strobe only		Not reguired
Staff Toilet 1-205 change Horn/ Strobe to Strobe only		Not reguired
Staff Toilet 1-217 change Horn/ Strobe to Strobe only		Not reguired
Add Tamper Corr 1-128 by Elev	1 Tamper	$553.00
Add Tamper Corr 1-134 by Elev	2 Tamper	$769.00
Add Horn Strobe on other side of new wall Rm 1-261	1 A/V	$469.00
Add Tamper Corr 1-240 by Elev	2 Tamper	$769.00
Add Tamper Stair # 2 1-226	Tamper	$771.00
Armory 1-295 Add Horn Strobe set to Low	1 A/V	$769.00
Change Door Holder style to closer holders 1-278, 1-279	2 Holders	$1,912.00
Staff Toilets / Showers 1-268, 1-269 change to WP strobe only	2 A/V	$658.00
Staff Toilet 1-241 change Horn/ Strobe to Strobe only		Not reguired
Verify location of pull station and A/v corr 1-266 to exit door		$142.00
Add Horn Strobe Boiler Room 1-317	1 A/V	$469.00
Add Pull Stations to Vehicle Room 1-313	2 Pulls	$852.00
Add pull Stations to Vehicle Exame 1-270	2 Pulls	$852.00
Staff Toilets / Showers 1-302 change to WP strobe only	1 Strobe	$769.00
Staff Toilets / Showers 1-162 change to WP strobe only	1 Strobe	$769.00
Staff Toilet 2-125 change Horn/ Strobe to Strobe only		Not reguired
Staff Toilet 2-137 change Horn/ Strobe to Strobe only		Not reguired
Add Smoke Detector Rm 2-169 which is now a daycare	1 Smoke	$455.00
Staff Toilet 2-162 change Horn/ Strobe to Strobe only		Not reguired
Add Smoke Detector Corr 2-214 by Holding Cells	2 Smoke	$799.00
Add Smoke Det to Holding Cells 2-212,2-215, 2-217, 2-219 TP cover	4 Smoke	$1,956.00
Change Interview Rooms 2-197, 2-198, 2-199, 2-213, 2-218 to strobe only with tamper resistant covers		Not reguired
Add smoke det under floor Server Rm 3-138	1 Smoke	$502.00
Add Tamper Janitor 2-134	1 Tamper	$456.00
Add monitor modules for Silent Knight 5495 Panel for computer room 3-136	3 modules	$1,142.00
Add smoke det under floor Server Rm 3-154	1 Smoke	$502.00
Add smoke det under floor Server Rm 3-157	1 Smoke	$502.00
Staff Toilet 3-128 change Horn/ Strobe to Strobe only		Not reguired
Staff Toilet 3-144 change Horn/ Strobe to Strobe only		Not reguired
Add Tamper Corr 3-123 by Elev	1 Tamper	$441.00
Staff Toilets / Showers 3-164 change to strobe only		Not reguired
Staff Toilets / Showers 3-163 change to strobe only		Not reguired
Visual in Rms 3-157, 3-181 and offices are Strobes	7 Strobes	$789.00
Visual in Rm3-187 EOC and offices are Strobes	8 Strobes	$882.00
Add two Strobes to Rm 3-187 EOC match existing	2 Strobes	$756.00
Staff Toilet 3-196 change Horn/ Strobe to Strobe only	Strobe	Not reguired
Staff Toilet 3-205change Horn/ Strobe to Strobe only	Strobe	Not reguired
	Total	$19,805.00

OLD DEVICES TO BE REMOVED

Location	Device Type	
Electric Rm across from office 1-119	Smoke	$60.00
Lobby adjacient to Rect 1-138	Smoke	$60.00
Office 1-157	Heat	$60.00
Files Rm 1-176	2 Heat	$120.00
Secure Files 1-194	Heat	$60.00
Storage 1-186	Heat	$60.00
Office 1-189	2 Heat	$120.00
Storage 1-208	Heat	$60.00
Storage 1-215	Heat	$60.00
Storage 1-225	Heat	$60.00
Storage 1-251	Heat	$60.00
Files Rm 1-254	Heat	$60.00
Files Rm 1-256	Heat	$60.00
Storage 1-294	Heat	$60.00
Boilers 1-317	Heat	$60.00
Storage 1-311	3 Heat	$180.00
Secure Storage 1-289	2 Smoke	$60.00
Secure Storage 1-292	Smoke	$60.00
Main Store Room 1-286	5 Smoke	$300.00
Light Room 1-285	Smoke	$60.00
Secure Storage 1-284	Smoke	$60.00
Staff Lobby 1-243	Smoke	$60.00
Corr 1-246	Smoke	$60.00
Storage 2-206	Heat	$60.00
Storage 2-207	Heat	$60.00
Electric Rm 2-124	Smoke	$300.00
Storage 2-194	Heat	$60.00
Storage 2-208	Heat	$60.00
Storage 2-255	Heat	$60.00
Storage 2-273	Heat	$60.00
Storage 2-291	Heat	$60.00
Storage 2-266	Heat	$60.00
	Total	$2,640.00

OLD DEVICES TO BE REMOVED

Location	Device Type	Scheduled to be removed
Storage 3--108	Heat	$60.00
Storage 3--109	Heat	$60.00
Storage 3--125	Heat	$60.00
Dispatch Work Room 3-157	Heat	$120.00
Storage 3--161	Heat	$60.00
Storage 3--173	Heat	$60.00
Storage 3--173A	Heat	$120.00
Storage 3-194	Heat	$60.00
Files 3-206	Heat	$60.00
Storage 3-219	Heat	$60.00
Office & Files 3-207	3 Heat	$180.00
Equipment 3-235	Heat	$60.00
Office 3-246	Heat	$60.00
Corr 3-160	Smoke	$60.00
Corr 3-168	2 Smoke	$120.00
Corr 3-184	2 Smoke	$120.00
Joint Information Center 3-174	Smoke	$60.00
Conference Rm 3-175	Smoke	$60.00
Conference Rm 3-177	Smoke	$60.00
Pull Stations not on bid drawings	10 Pull	$600.00
	Total	$2,100.00

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sole Source Procurement for Hach manufactured instruments, accessories and chemical reagents, with Hach Company, Loveland, CO

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Gladys Morrozos **EXT:** 7110

MOTION/RECOMMENDATION:
Approve Sole Source Procurement for Hach manufactured instruments, accessories and chemical reagents, and authorize the issuance of Purchase Orders, with Hach Company.

County-wide Ray Hooper

BACKGROUND:

On August 10, 2004, the BCC approved Hach Company as a Sole Source provider of their own manufactured instruments, accessories and chemical reagents, to perform calibrations on field and laboratory equipment as required by Florida Department of Environmental Protection (FDEP), in accordance with the Manufacturer's specification every six (6) months. Environmental Services utilizes Hach manufactured instruments, accessories and chemical reagents, in the Water and Wastewater Division. Over the past several years, Water and Wastewater Division have replaced and standardized Hach units as the most reliable and durable. Hach factory trained service personnel are the only people authorized to perform repairs or calibrations on equipment purchased from them.

Supporting documentation includes the completed sole source form and letter dated February 12, 2009 from Hach Company that supports sole source.

STAFF RECOMMENDATION:
Staff recommends that the Board approve Sole Source Procurement for Hach manufactured instruments, accessories and chemical reagents, and authorize the issuance of Purchase Orders, with Hach Company.

ATTACHMENTS:

1. sole source form
2. sole source letter from Hach

Additionally Reviewed By:

- [x] County Attorney Review (Ann Colby)

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☐ SINGLE SOURCE ☒ SOLE SOURCE ☐ PROPRIETARY SOURCE

Date Requested: 4-15-09 JDE No.: _____

Requestor: Jack Cheney Telephone/Ext.: 2840 Department/Division: Env. Srvs/Water & Services

Description of Products/Services: Service, repair and calibration of Field and Laboratory equipment and procurement of required reagents for field, laboratory and on-line equipment

Make_____ Manufacturer HACH Model# see attached documentation

Support justification (Please attach additional information as appropriate): Florida Dept. of Environmental protection requires that field and laboratory equipment be calibrated in accordance with the Manufacturer's specifications (every 6 months).

In addition to the equipment, HACH is its own manufacturer of any and all reagents that are required to complete the FDEP and the DOH testing using their equipment. This sole source will cover field and factory repairs that need to be conducted, and all reagents needed. This will cover the Water and Wastewater sections of Environmental Services.

Proposed Vendor: HACH 100 Dayton Ave. Ames IA 500010 Phone# 1-800-227-4224 x2105 (Dave McMeans)

Other Companies contacted: (Attach documentation of each firm contacted)

Compliance:

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? ☒Yes ☐No

Is this commodity or service of a "unique nature" that would support a "Single Source" justification? ☒Yes ☐ No

If you answer "YES", please explain in details.

Necessary: Is this commodity or service necessary to accomplish the County's task or mission? ☒Yes ☐ No

Unique: Is this commodity or service, or some necessary features, unique to this source? ☒Yes ☐ No

Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:

Requesting Division Manager's Signature: _____ Date: 6/3/09

Requesting Department Director's Signature: _____ Date: 6/3/09

Purchasing and Contracts Division Determination:

Analyst ☐ Approval ☐ Disapproval Date: _____

Supervisor/Manager ☐ Approval ☐ Disapproval Date: _____

Description Posted (at least 7 business days): From _____ to _____

Determination Posted (at least 3 business days): From _____ to _____

BCC Date, if applicable: _____

Comments:_____

Purchase Order No.: _____ Amount of Purchase: $ _____

HACH®
Be Right™

Feb. 12, 2009

Attn: Seminole County Environmental Services
P.O. Box 8080
Sanford, Florida 32772

RE: SOLE SOURCE LETTER – This letter is to advise that Hach Company Brand for Laboratory and Field instrumentation, maintenance parts, replacement parts, reagents, testing chemistries, probes, SIRR Programs, Instrument Service Programs and all items in the Hach Company Catalog. **Ref**: Hach Brand Products… Brands to include, but not exclusive to: Hach Company, Hach – Lange, Pacific Scientific, ETS, Astro, American Sigma, GLI, Hydrolab, Lachat, Polymetron, Radiometer, Marsh McBirney.

The Hach Company is a direct seller of its own manufactured instruments, accessories and chemical reagents. We take great effort to provide our customers with outstanding value in the quality of products and services that we provide at very competitive prices. All products are designed to be reliable, durable, and easy to operate. Our goal is to provide instruments that give accurate readings with minimum maintenance requirements. We have not priced our products for multi-level distribution channels, in order to more effectively serve our loyal customers.

The Hach Company Instrument Service Representatives are highly trained professionals that have thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory trained service personnel are the only people authorized to perform Hach Company Instrument Service, repairs, start up services or maintenance on Hach Brand instruments. Because of the many different types of analyzers, we do not recognize or authorize any other service organizations to perform repairs, or recalibrations on these analyzers. Hach Company maintains the highest standards for quality assurance and NIST traceable test and calibration equipment. *Note*: Unauthorized repairs will result in voiding the instrument's warranty. We have an extensive field service organization for on site service and service repair centers that can repair and return instruments efficiently and economically.

This letter additionally confirms that Hach Company has extended the 10% SIRR discount on order number 308449008. Hach Company officially changed the SIRR program discount in 2007 from 10% to a tiered discount based on the total order value (maximum of 7%). Hach Company agrees, to honor Seminole County as a loyal Hach customer, and extends the old SIRR discount rate of 10% for the order mentioned. As a result, the price for catalog number 2557000 (CL17 Total Chlorine Reagent Set) changed from $45.09 to $40.58 per item. The price for catalog number 2556900 (CL17 Free Chlorine Reagent Set) changed from $42.95 to $38.65 per item.

Thank you for being a loyal Hach Customer and your interest in Hach Company products. If I can help in any way, please call me at 1-800-227-4224. (voicemail # 2105)

Sincerely

David McMeans
Regional Sales Manager Florida
Hach Company
1-800-227-4224 (ext 2105)
Cell 970-227-2163
Email dmcmeans@hach.com

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County/Orange County Permissive Use Agreement

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Stan Hunsinger **EXT:** 5253

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Seminole County/Orange County Permissive Use Agreement permitting Orange County to install groundwater monitoring wells on County-owned Parcels # 14-21-30-511-0A00-0000, 17-21-30-300-260-0000 and 27-21-30-300-015A-0000.

District 1 Bob Dallari
District 2 Michael McLean

Meloney Lung

BACKGROUND:

Orange County has requested permissive use of a portion of three (3) Seminole County owned properties for the purposes of monitoring and observing hydrogeologic conditions by installing groundwater monitoring wells. These wells will assist in monitoring Orange County's water supply program. St. Johns River Water Management District has expanded Orange County's water-use permit (CUP#3317) to include three (3) identified Seminole County properties.

The three (3) Seminole County properties involved in the Permissive Use Agreement are as follows:

Parcel # 14-21-30-511-0A00-0000 Drainage, Water and Conversation Easement.

Parcel # 17-21-30-300-0260-0000 Central Branch Library property.

Parcel # 27-21-30-300-015A-0000 Stormwater Retention Area.

Attached are GIS maps for each location.

Orange County has agreed to provide Seminole County staff with annual copies of any and all data collected as a result of its hydrogeological monitoring activities at all well sites.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Seminole County/Orange County Permissive Use Agreement to install groundwater monitoring wells on County-owned Parcels # 14-21-30-511-0A00-0000, 17-21-30-300-0260-0000 and 27-21-30-300-015A-0000.

ATTACHMENTS:

1. Agreement
2. Maps and Aerials
3. Maps and Aerials
4. Maps and Aerials

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 17 2009 VHB

Project Name:
Expanded Monitoring Program
CUP # 3317

SEMINOLE COUNTY/ORANGE COUNTY PERMISSIVE USE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE", and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando Florida 32802, hereinafter referred to as "ORANGE".

W I T N E S S E T H:

WHEREAS, SEMINOLE is the fee simple owner of certain real property known as Tract A, Deer Run, Unit 18, located in Seminole County, Florida, as more particularly identified in Exhibit "A", attached hereto and by reference made a part hereof; and

WHEREAS, ORANGE desires to utilize SEMINOLE's property for the purposes of monitoring and observing hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing one (1) shallow groundwater monitoring well, a water level sensor and data recorder, a staff gauge (water level measuring rod), and other appurtenant scientific equipment in a portion of Tract A, Deer Run, Unit 18, hereinafter referred to as the "Deer Run Well Site" as depicted on Exhibit "A", to assist ORANGE with its water supply monitoring program; and

WHEREAS, SEMINOLE is the fee simple owner of certain real property known as Tax I.D. Parcel No. 1 located in Seminole County,

Florida, as more particularly identified on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, ORANGE desires to utilize SEMINOLE's property for the purposes of monitoring and observing hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing one (1) monitoring well, a water level sensor and data recorder, a staff gauge (water level measuring rod), and other appurtenant scientific equipment in a portion of lands, hereinafter referred to as "Tax I.D. Parcel No. 1 Well Site" as depicted on Exhibit "B", to assist ORANGE with its water supply monitoring program; and

WHEREAS, SEMINOLE is the fee simple owner of certain real property known as Tax I.D. Parcel No. 2 located in Seminole County, Florida, as more particularly identified on Exhibit "C", attached hereto and by reference made a part hereof; and

WHEREAS, ORANGE desires to utilize SEMINOLE's property for the purposes of monitoring and observing hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing one (1) monitoring well, a water level sensor and data recorder, a staff gauge (water level measuring rod), and other appurtenant scientific equipment in a portion of lands, hereinafter referred to as "Tax I.D. Parcel No. 2 Well Site" as depicted on Exhibit "C", to assist ORANGE with its water supply monitoring program; and

WHEREAS, SEMINOLE is desirous of granting to ORANGE the right to utilize the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2

Well Sites, hereinafter referred to as "Well Sites", to accomplish the aforementioned purposes,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, SEMINOLE and ORANGE, both intending to be legally bound, hereby agree as follows:

1. SEMINOLE hereby grants ORANGE, its employees, representatives and agents, the right and privilege to utilize the Well Sites to locate, drill, construct, operate, inspect, maintain, repair and remove the aforedescribed three (3) shallow groundwater monitoring wells, sensors, recorders, gauges and other equipment for hydrogeologic monitoring purposes on, upon and across the Well Sites; and attain ingress and egress to and upon the Well Sites for the purpose of exercising the rights and privileges granted herein.

2. This permissive use is granted for a term of ten (10) years commencing on the date first written above and continuing in full force and effect during said term unless revoked as described hereinbelow.

3. SEMINOLE retains the right to use the Well Sites in any manner not inconsistent with the rights herein granted to ORANGE. SEMINOLE does not warrant or represent that the Well Sites are safe or suitable for the purpose for which ORANGE is permitted to use them, and ORANGE assumes all risks in its use.

4. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof. The parties further agree

that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the wavier of any other provision.

5. Prior to initial use of the Well Sites by ORANGE, ORANGE shall give SEMINOLE at least forty-eight (48) hours notification. ORANGE agrees that any and all work performed in the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2 Well Sites in association with this Agreement shall be accomplished in a safe manner utilizing standard industry practices and in accordance with applicable Federal, State, and local statutes, rules, regulations, and ordinances.

6. Upon termination of this Agreement, or revocation by SEMINOLE, ORANGE shall, at ORANGE's sole cost and expense, remove all equipment, accessories, and materials owned by ORANGE from the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2 Well Sites, plug the three (3) shallow groundwater monitoring wells and restore the Deer Run, Tax I.D. Parcel No. 1 and Tax I.D. Parcel No. 2 Well Sites to as good a condition as they were before ORANGE entered upon them and otherwise comply with all applicable Federal, State, and local statutes, rules, regulations, and ordinances.

7. ORANGE shall not allow the public to access, utilize, or go upon the ORANGE's monitoring wells, water level sensors, data recorders, staff gauges and scientific or other equipment at the Well

Sites and shall install a six feet (6′) green chain link fence with a four feet (4′) walk gate surrounding each of the three (3) Well Sites and its appurtenant equipment.

8. ORANGE shall provide to SEMINOLE annual copies of any and all data collected as a result of ORANGE's hydrogeological monitoring activities at the Well Sites.

9. The license herein granted is subject to revocation by SEMINOLE if the Well Sites are not utilized for the purposes outlined in this Agreement or if there is a change in ownership of the lands.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

ATTEST:

MARTHA O. HAYNIE
County Comptroller
Clerk to the Board

By: _____
Deputy Clerk

KATHLEEN C. JOHNSON
Printed Name

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: _____
RICHARD T. CROTTY
Orange County Mayor

Date: 3.17.09

[Balance of this page intentionally blank; signatory page continues on Page 6]

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 _____,
200__, regular meeting.

_____
County Attorney

SED/lpk
2/6/09
Attachments:

Exhibit "A"- Legal Description of Tract A, Deer Run Unit 18
(Tax I.D. # 14-21-30-511-0A00-0000)
Exhibit "B"- Legal Description of Tax I.D. No. 1
(Tax I.D. #17-21-30-300-0260-0000)
Exhibit "C"- Legal Description of Tax I.D. No. 2
(Tax I.D. # 27-21-30-300-015A-0000)

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Parcel 104

Exhibit "A"

Legal Description (Tax I.D. #14-21-30-511-0A00-0000)

Tract A, Deer Run Unit 18, according to the plat thereof, as recorded in Plat Book 38, pages 37 and 38, inclusive, Public records of Seminole County, Florida.

Parcel 103

Exhibit "B"

Legal Description (Tax I.D. #17-21-30-300-0260-0000)

That part of the South ¼ of Government Lot 2, and the North ½ of Government Lot 3, in Section 17, Township 21 South, Range 30 East, Seminole County, Florida, described as follows: From the Southeast corner of the North ½ of said Government Lot 3, run S 88°10'56" W along the south line of said North ½ of Government Lot 3 a distance of 525.18 feet; thence N 03°18'47" W parallel with the 525 feet westerly of (by perpendicular measure) the east line of said Lot 3 a distance of 1063.23 feet; thence N 32°07'22" E 43.73 feet to the point of beginning; thence continue N 32°07'22" E 486.27 feet; thence N 61°47'46" W 360.00 feet; thence N 03°15'12" W 277.26 feet to the southeasterly right-of-way line of Oxford Road, said right-of-way line being on a curve concave southeasterly and having a radius of 267.92 feet; thence from a tangent bearing of S 61°32'46" W run southwesterly along the arc of said curve and along said right-of-way line 262.19 feet to the point of reverse curvature of a curve concave northwesterly and having a radius of 840.20 feet; run thence southwesterly along the arc of said curve 357.06 feet; thence S 29°49'27" W 75.00 feet to the point of curvature of a curve concave easterly and having a radius of 35.00 feet; thence southerly along the arc of said curve 54.98 feet through a central angle of 90°00'00" to the point of tangency; thence S 60°10'33" E 398.30 feet to the Point of Beginning.

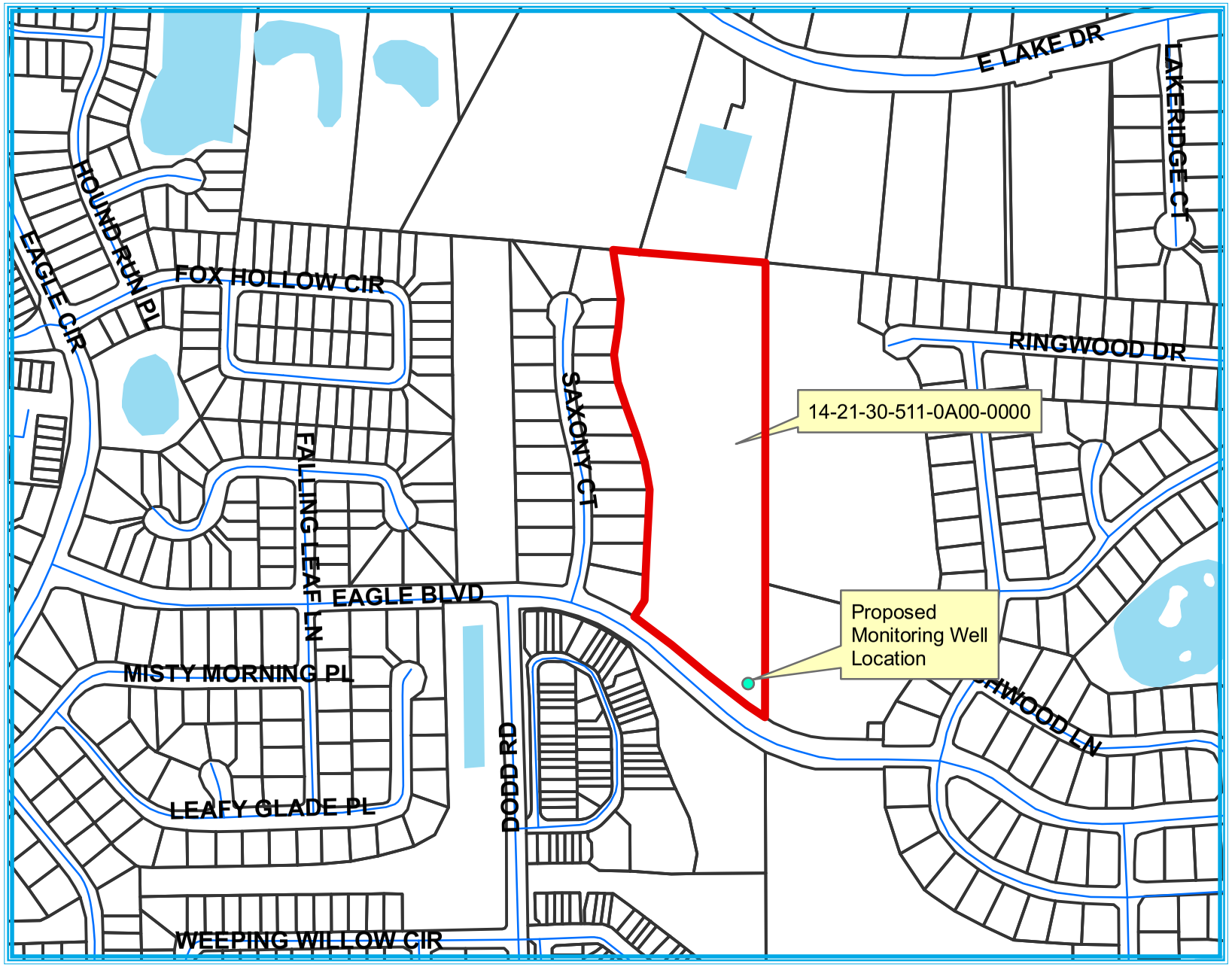
Parcel 102

Exhibit "C"

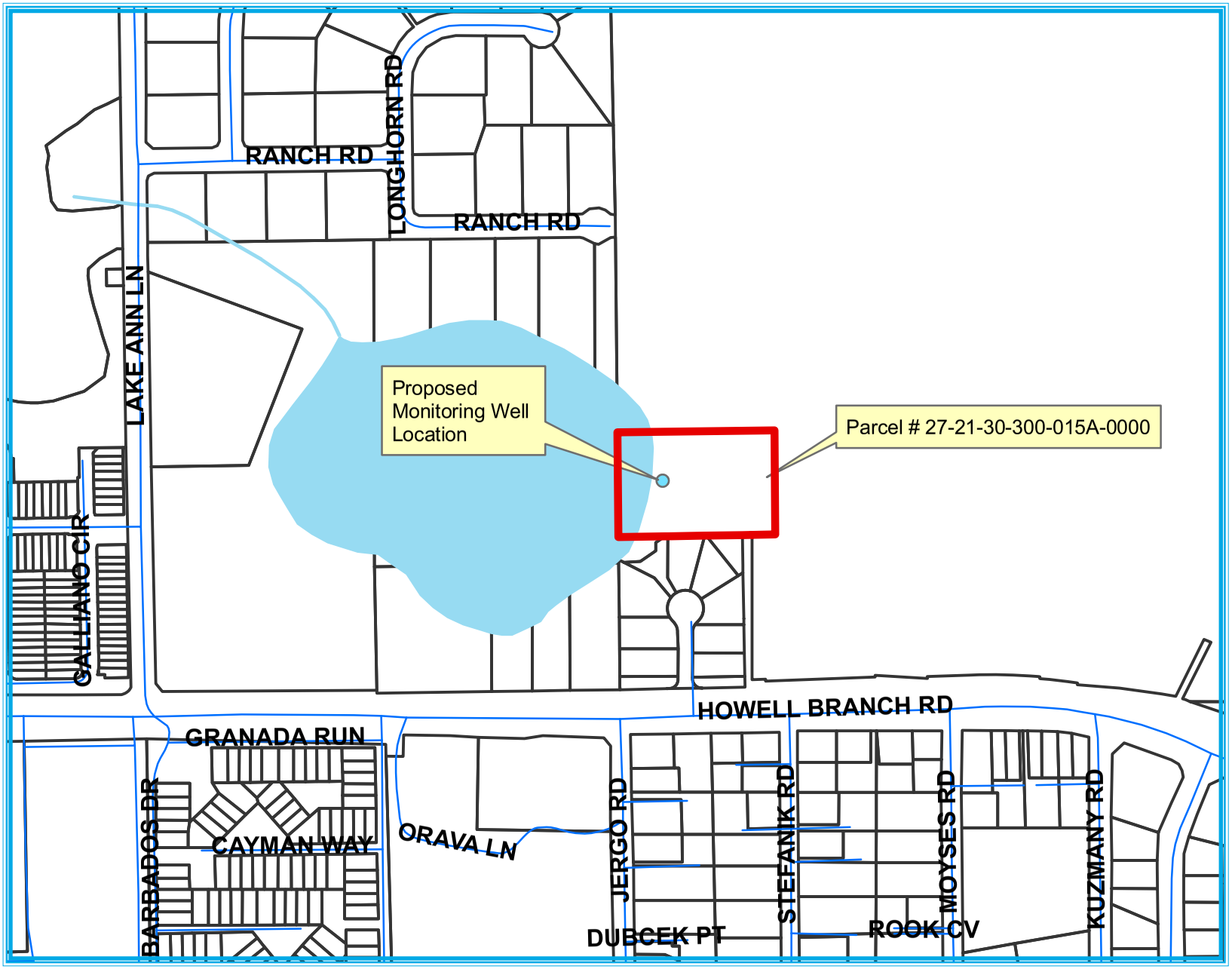
Legal Description (Tax I.D. #27-21-30-300-015A-0000)

The North 290 feet of the South 765 feet of the West 450 feet of the East ½ of the Southwest ¼ of Section 27, Township 21 South, Range 30 East, lying in Seminole County, Florida.

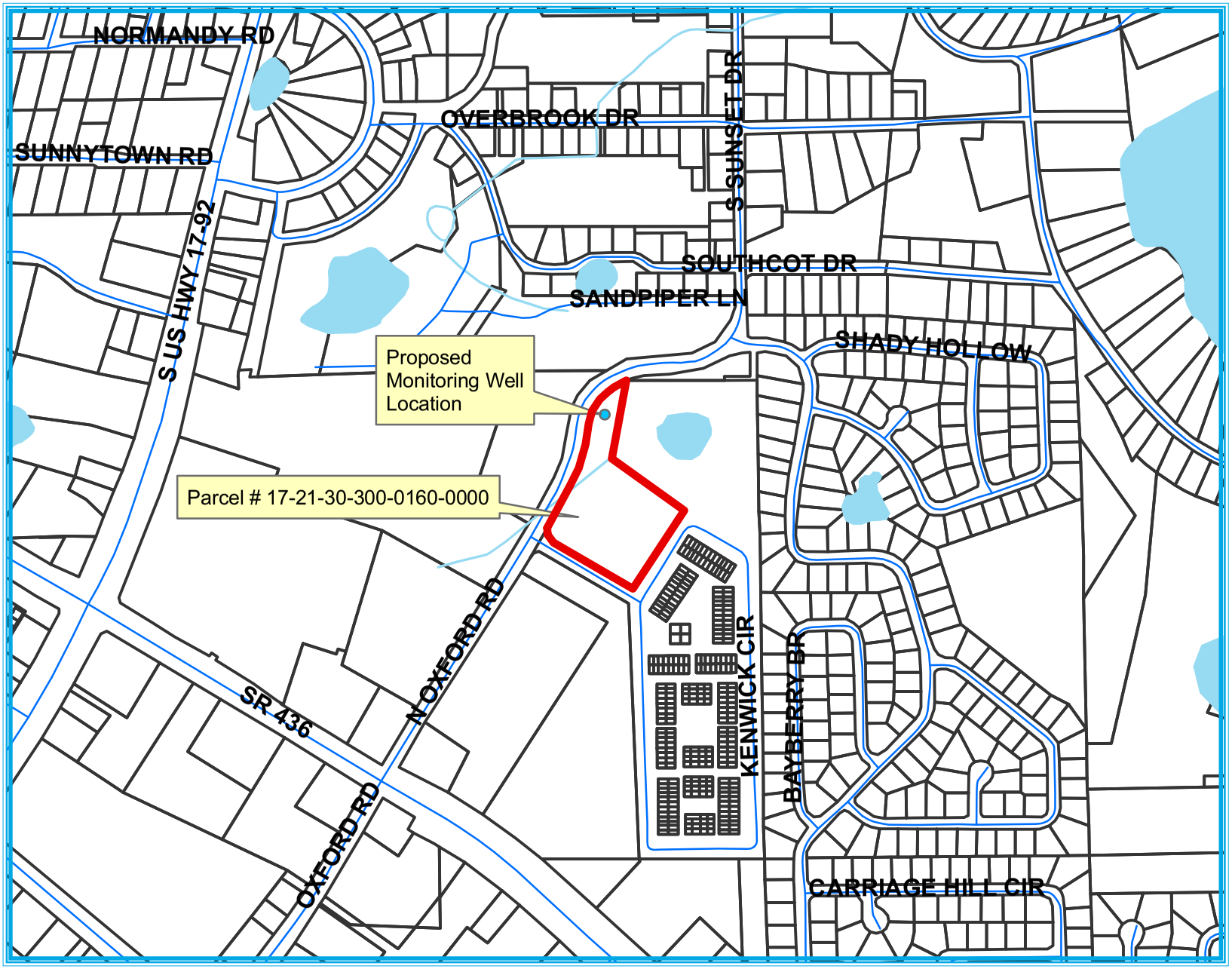
GIS Map of Seminole County Property
Public Works - Drainage, Water & Conservation Easement
Eagle Blvd, Winter Springs



GIS Map of Seminole County Property
Public Works - Retention Pond
Howell Branch Rd., Winter Park



GIS Map of Seminole County Property
Library Services - Central Branch Library
Oxford Rd., Casselberry



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Tourism Office Lease at American Automobile Association Building and Termination of Lease at American Heritage Center

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Lorraine Hajeski **EXT:** 5250

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute Tourism Office Lease with the American Automobile Association, Inc. Approve and authorize termination of the current Tourism Office Lease at the American Heritage Center with Columbine Management Group, Inc.

District 5 Brenda Carey Meloney Lung

BACKGROUND:

Tourism offices are currently located at the American Heritage Center in Longwood, Florida. The original lease, executed August 3, 1999, with Columbine Management Group, Inc. was for 2,490 square feet. The current lease, executed September 12, 2006, expires September 30, 2009. The lease allows for two (2) optional successive two-year renewal periods. Annual rental adjustment occurs at a rate of 3%. On December 11, 2007, the first amendment added CAM payments to the lease. Rent and CAM for FY 09/10 would be $53,311 if renewed. In addition to rent and CAM, the County pays approximately $3,000 per year for utilities. The American Heritage Center lease may be terminated upon ninety (90) day written notification. The new lease with the American Automobile Association will begin September 1, 2009, for 2,852 square feet in the AAA corporate headquarters building in Heathrow, Florida. This lease includes CAM, all utilities, maintenance, janitorial, tenant improvements, insurance and taxes. Lease is for a three (3) year initial term with four (4) optional one-year renewal periods. Annual increase is under 3%. Savings for each year is $11,500 in comparison with current lease's rent and utility payments.

AAA Lease rate: 2,420 sf: $17.00/sf, 432 sf: $8.50/sf

Annual increases: 2,420 sf: $.50/sf, 432 sf: $.25/sf

AAA Lease First Year payment totals: $44,812

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize Chairman to execute Tourism Office Lease with the American Automobile Association, Inc. and approve and authorize termination of the current Tourism Office Lease at the American Heritage Center with Columbine Management Group, Inc.

ATTACHMENTS:

1. Agreement
2. Tourism American Heritage Amendment1
3. Letter of Termination
4. AAA Tourism Lease6-09

Additionally Reviewed By:

- ☑ Budget Review (Lisa Spriggs, Timothy Jecks)
- ☑ County Attorney Review (Ann Colby)

TOURISM OFFICE LEASE

THIS LEASE is made and entered into this 12 day of Sept., 2006, by and between **COLUMBINE MANAGEMENT GROUP, INC.**, whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as the "LESSOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "LESSEE".

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of a certain building known as the American Heritage Center, located at 1230 Douglas Avenue, Longwood, Florida 32779; and

WHEREAS, the LESSOR is desirous of leasing space at 1230 Douglas Avenue, Longwood, Florida 32779, for use as offices for the Tourism Office for Seminole County,

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of TWO THOUSAND THREE HUNDRED SEVENTY (2,370) square feet located at Unit 116, American Heritage Center, 1230 Douglas Avenue, Longwood, Florida 32779. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein. This space shall be increased to 2,490 square feet at such time as the Metro Orlando Economic Development vacates their currently leased

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Lucas
DEPUTY CLERK

space (120 square feet), which square footage shall be assumed by the LESSEE and made a part of this Lease.

2. **TERM.** The term of this Lease shall commence on October 1, 2006 and shall run for a term of three (3) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the LESSEE, may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each.

3. **RENTAL.**

(a) The LESSEE shall pay rent to the LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS ($16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

4. **RENOVATIONS.** The LESSOR agrees to repaint and recarpet the entire space and put down tile floor in the lobby, restrooms and in the hallway from the lobby to the restrooms, at its expense. All work shall be subject to approval by LESSEE.

5. **USE.** LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute,

regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable State or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees,

without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

6. MAINTENANCE. LESSOR, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to defective parts, lighting, doors, electrical wiring, plumbing and the HVAC system. LESSOR shall also be responsible for maintaining the roof and exterior of the Premises, including, but not limited to walls, windows, roof and foundation, except those repairs caused by LESSEE's negligence or misuse of the Premises. The LESSOR shall be responsible for management and maintenance of the common areas of the Premises.

The LESSEE shall be solely responsible for monthly filter changes to the HVAC system, light bulb changes and any repair necessary due to the LESSEE's negligence.

7. UTILITIES AND JANITORIAL SERVICES.

(a) LESSEE shall promptly pay the cost of all electrical, telephone provided to the Premises. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of these services to the Premises for any reason whatsoever. No interruption, termination or cessation of these services shall relieve LESSEE of any of its duties and obligations

under this Lease, including, without limitation, its obligation to pay all rents when due. The LESSOR shall promptly pay the cost of all water, sewer, pest control and trash removal services provided to the Premises.

(b) LESSOR agrees to supply and to pay for janitorial services. Janitorial services shall minimally include:

(1) Cleaning toilet rooms with disinfectant;

(2) Vacuuming of carpets;

(3) Daily emptying and periodic washing of wastebaskets;

(4) Complete dusting;

(5) Cleaning of ashtrays;

(6) Police trash in outside area; and

(7) Seasonal shampooing of carpets.

8. SIGNS. LESSEE shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the exterior of the Premises without the prior written consent of LESSOR as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LESSOR may withhold its consent for purely aesthetic reasons and if it determines in it sole discretion, that said advertising media and/or proposed sign is not in keeping with LESSOR's advertising scheme for the property. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense in removal of sign at the end of the term or earlier termination of this Lease.

9. WAIVER OF SUBROGATION. LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

10. ASSIGNMENT OR SUBLETTING.

LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

11. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may

hereafter be placed on the property by LESSOR. LESSEE agrees that within forty-five (45) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

12. CONDEMNATION OR EMINENT DOMAIN. If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

13. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenatable. If that portion of the Premises (a) by reason of such occurrence are render wholly untenantable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of

the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than sixty (60) days to repair, LESSEE may terminate this Lease by notice of termination served within sixty (60) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

14. TERMINATION OF LEASE. The LESSEE may terminate this Lease at its convenience upon ninety (90) days written notice to the LESSOR.

15. SURRENDER OF PREMISES. LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be

removed by LESSEE, as provided below, equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items followed LESSOR's request to do so, LESSOR may remove them for the account of LESSEE, and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and may be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

16. DEFAULT. The following shall be Events of Default hereunder:

(a) A default in the payment, when due, of any rent;

(b) A default in the performance of either party's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the party shall have received written notice from the other party of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to LESSOR. Pursuit of any of these foregoing remedies shall not preclude

pursuit of any of the other remedies herein provided or any other remedies provided by law.

17. INSPECTION. LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

18. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

19. NONWAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

20. APPLICABLE LAW AND SEVERABILITY. This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

22. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consent to by LESSOR.

23. NOTICES. Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and

sent postage prepaid, certified mail, return receipt requested, addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

25. FURTHER ASSURANCES. The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

26. RADON GAS DISCLOSURE. Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and State guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

27. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

28. REMODELING IMPROVEMENTS AND ALTERATIONS. After occupancy of the Premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased Premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the Premises without the prior written consent of LESSOR.

29. INSURANCE. The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased Premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the Premises. The LESSEE shall, at the request of the LESSOR, provide the LESSOR with proof of its coverage against claims.

30. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to persons

or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

31. ATTORNEY'S FEES. In the event that it shall be necessary for either party to bring suit to enforce this Agreement or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, both parties agree to limit prevailing party's attorney's fees at the hourly rate of SEVENTY-FIVE AND NO/100 DOLLARS ($75.00/hour), in addition to its damages, both at the trial and appellate level.

32. INDEMNIFICATION. LESSEE shall pay all loss or damage occasioned by or growing out of the use and occupancy of the Premises by LESSEE, its agents, employees, guests, customers and invitees and LESSEE will indemnify, protect and save LESSOR harmless from and against any loss or liability thereof or therefore and from and against any expense, cost and attorney's fees incurred in connection with any claim for such loss or damage, including costs and attorney's fees on appeal, as may be permitted under the laws of the State of Florida.

33. CLEANLINESS OF PREMISES. LESSEE will keep the interior of the Premises clean and will not improperly or unlawfully release, store, handle or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the American Heritage Center of which the Premises form a part. LESSEE shall immediately notify LESSOR and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occur, and shall

take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance to LESSOR. LESSEE agrees to hold LESSOR harmless of and from any liability, public or private, arising as a result of such release or contamination.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

ATTEST:

JOANN NUNZIATA, Secretary

COLUMBINE MANAGEMENT GROUP, INC.

By: _____
SAL NUNZIATA, President

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: 9-12-06

For the use and reliance
of Seminole County only.

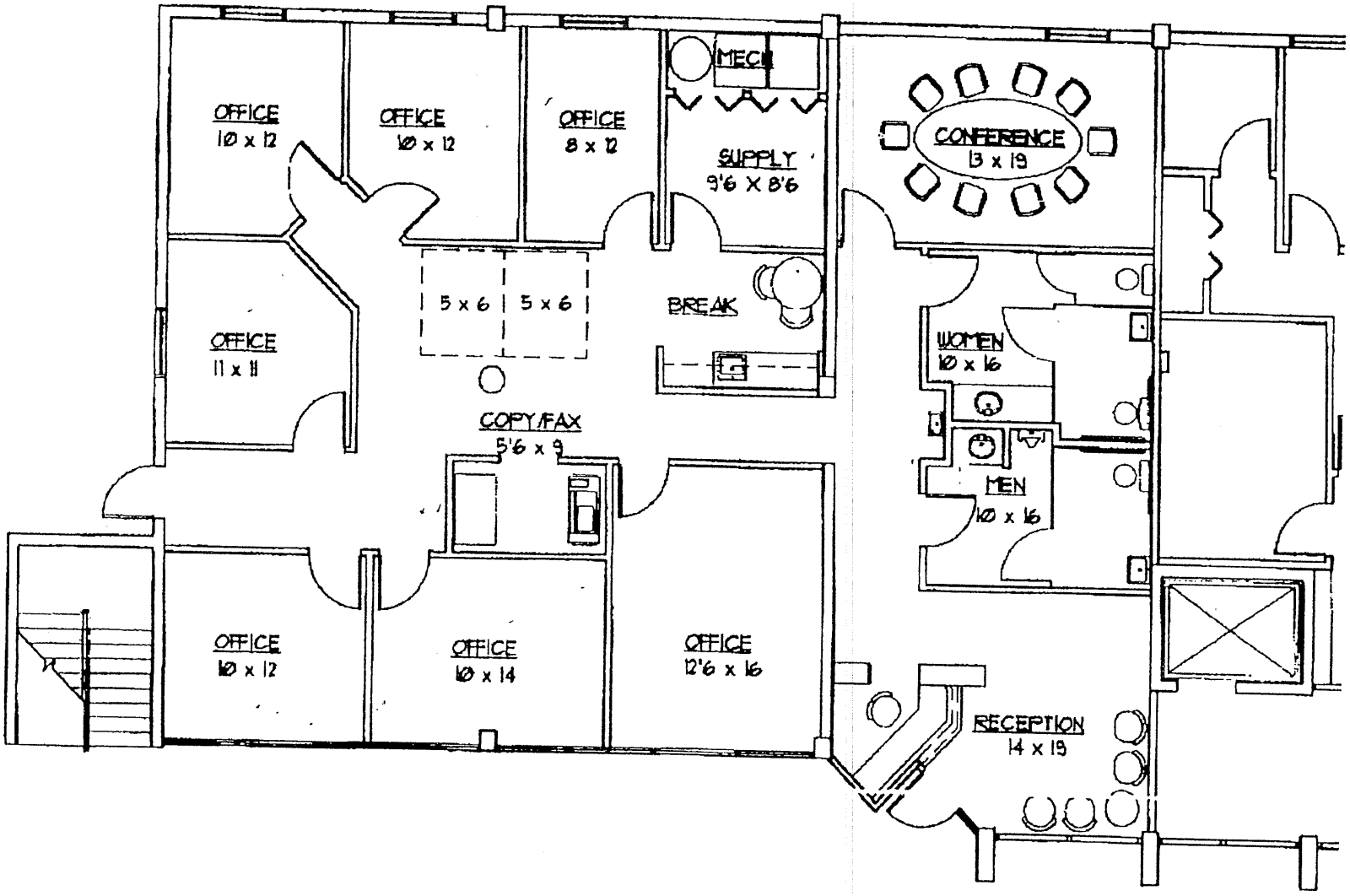
As authorized for execution by
the Board of County Commissioners
at their Sept. 12, 2006
regular meeting.

Approved as to form and
legal sufficiency

County Attorney

AC/lpk
7/24/06
Tourism-eco dev office lease

Attachment:
Exhibit "A" - Space Plan



SEMINOLE COUNTY C.V.B.
SPACE PLAN OPT. "E"

SCALE: 1/8"=1'-0"

032499

Exhibit "A"

FIRST AMENDMENT TO TOURISM OFFICE LEASE

THIS FIRST AMENDMENT is made and entered into this 11 day of December, 2007 and is to that certain Lease made and entered into on September 12, 2006, between **COLUMBINE MANAGEMENT GROUP, INC.**, whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as "LESSOR," 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 "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above-referenced Lease on September 12, 2006, for lease of office space for the Seminole County Tourism Office; and

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

WHEREAS, Section 24 of the Lease 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 Lease as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. RENTAL

(a) LESSEE shall pay rent to LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS ($16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for

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

that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

(c) In addition to the rent as stated above, LESSEE shall pay an additional Common Area Maintenance (CAM) fee annually to LESSOR. The CAM fee shall be equal to THREE AND 27/100 DOLLARS ($3.27) per square foot of usable space of the leased premises, currently 2,490 square feet. The CAM may be automatically increased each year of the lease term, but only to reflect the actual cost of said maintenance.

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:

JOANN NUNZIATA, Secretary

(CORPORATE SEAL)

COLUMBINE MANAGEMENT GROUP, INC.

By: _____
SAL NUNZIATA, President

Date: 12/31/07

(COUNTY SIGNATURE PAGE FOLLOWS)

ATTEST:

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.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey
BRENDA CAREY, Chairman

Date: 12/11/2007

As authorized for execution
by the Board of County Commissioners
at their December 11, 2007
regular meeting.

AEC:jjr
10/25/2007
P:\Users\jroyal\Administrative Services\Tourism Office Lease-First Amd.doc

ADMINISTRATIVE SERVICES DEPARTMENT

SUPPORT SERVICES DIVISION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

June 23, 2009

Mr. Sal Nunziata
Columbine Management Group, Inc
1833 Alaqua Drive
Longwood, FL 32779

Dear Mr. Nunziata:

Our current Tourism Office Space Lease dated September 12, 2006, stipulates in Section 14 that the Lessee may terminate the lease at its convenience with 90 day written notice. This letter fulfills those terms. Seminole County gives notice to Columbine Management Group, Inc. that our lease for space at 1230 Douglas Avenue, Longwood, Florida 32779 will end on September 21, 2009.

Sincerely,

Frank Raymond
Director, Administrative Services Department

200 WEST COUNTY HOME ROAD SANFORD FL 32773-6179 TELEPHONE (407) 665-5251 FAX (407) 665-5255

SEMINOLE COUNTY TOURISM OFFICE LEASE
AMERICAN AUTOMOBILE ASSOCIATION, INCORPORATED

THIS LEASE is made and entered into this _____ day of _____, 20____, by and between **AMERICAN AUTOMOBILE ASSOCIATION, INCORPORATED**, a Connecticut corporation duly authorized to do business in the State of Florida, whose address is 1000 AAA Drive, Heathrow, Florida 32746-5063, hereinafter referred to as "AAA", 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, AAA is the owner of certain property located at 1000 AAA Drive, Heathrow, Florida 32746, hereinafter referred to as the "Building"; and

WHEREAS, COUNTY is desirous of leasing space at the Building for use as offices for the Division of Tourism and for other COUNTY purposes,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, AAA and COUNTY agree as follows:

SECTION 1. LEASED PREMISES. AAA does hereby grant to COUNTY, and COUNTY does hereby accept from AAA, the exclusive use and occupancy of two thousand eight hundred fifty-two (2,852) square feet of office space at 1000 AAA Drive, Heathrow, Florida 32746 (hereinafter the "Leased Premises"). The Leased Premises shall consist of that space more particularly described in Exhibit A attached herein.

SECTION 2. TERM. The term of this Lease shall commence on September 1, 2009 and shall run for three (3) years unless sooner terminated as hereinafter provided. This Lease, at the sole option of COUNTY, may be renewed upon the same terms and conditions for four (4) successive periods of one (1) year each.

SECTION 3. RENTAL.

(a) COUNTY shall pay rent to AAA for the Leased Premises described in Section 1 hereof as follows:

Year 1: September 1, 2009 through August 31, 2010

2,420 sf at $17.00/sf = $41,140.00 and 432 sf at $8.50/sf = $3,672.00 for Total annual payment of $44,812.00

Year 2: September 1, 2010 through August 31, 2011

2,420 sf at $17.50/sf = $42,350.00 and 432 sf at $8.75/sf = $3,780.00 for Total annual payment of $46,130.00

Year 3: September 1, 2011 through August 31, 2012

2,420 sf at $18.00/sf = $43,560.00 and 432 sf at $9.00/sf = $3,888.00 for Total annual payment of $47,448.00

(b) In the event the COUNTY exercises its right to extend this Lease for all or a portion of the four (4) additional one (1) year terms, then the rental rates for the Leased Premises shall increase each year at the rate of $.50 per year per square foot for 2,420 square feet and $.25 per year per square foot for 432 square feet.

(c) Rent is payable in monthly increments on or before the tenth (10th) day of each calendar month for that calendar month.

(d) The COUNTY is exempt from taxes as included in Exhibit "B", Certificate of Exemption, attached hereto.

SECTION 4. ELECTRICITY, HEAT AND AIR CONDITIONING. AAA shall provide and pay for the cost of customary electricity, heat, air conditioning, dry office refuse disposal and janitorial services provided to the Leased Premises, to the extent such do not exceed that used generally for comparable areas through the Building. AAA shall provide janitorial services to the Leased Premises on Monday through Friday of each week (currently during the hours of 6:00 p.m. to 10:00 p.m.) according to the cleaning specifications adopted generally by AAA for the Building. AAA agrees to use a good faith effort to schedule the janitorial services provided to the Leased Premises at the end of the janitorial period. HVAC shall be provided to the Leased Premises twenty-four (24) hours per day and three hundred sixty-five (365) days per year as provided in the HVAC specifications adopted generally by AAA for the Building. AAA is not required to upgrade the existing electrical, heating and/or air conditioning systems. AAA is not responsible for any interruption in electrical service, heat or air conditioning resulting from:

(a) maintenance, repairs or replacements; or

(b) circumstances beyond the direct control of AAA.

Except as otherwise specifically set forth herein, COUNTY shall pay all costs related to its occupancy and use of the Leased Premises. COUNTY shall not overload the existing electrical system or use it in a manner which would affect adversely any other portion of the Building. Any telephone, computer and other communications lines and related services will be the sole responsibility of COUNTY. The installation of any such lines or related equipment shall be subject

to the prior written approval of AAA, such approval not to be unreasonably withheld, conditioned or delayed. Any special areas for computers (halogen protected, non-static floors, temperature controlled, etc.) shall be installed at the sole expense of COUNTY and be subject the prior written approval of AAA, such approval not to be unreasonably withheld, conditioned or delayed. AAA shall provide the following additional services:

(a) cold water for drinking and toilet purposes and hot and cold water for lavatory and breakroom, if any, purposes;

(b) maintenance of Common Areas, parking areas, walks and grounds including landscaping, window cleaning, security and lighting;

(c) electricity for lighting and standard office business machines within the Leased Premises; and

(d) replacement of all necessary light bulbs, tubes and ballasts within the Leased Premises (ceiling only, i.e., not in any workstations), required to maintain a light level adequate for COUNTY's business operations, as reasonably determined by COUNTY.

AAA will physically check and secure the Building at the end of its business day, but shall not be liable for any loss of equipment or goods in the Leased Premises except if due to the negligence or willful misconduct of AAA or AAA's agents, servants or employees. Notwithstanding the foregoing and except in the event of a casualty as otherwise provided herein, if the interruption of utilities or services which materially impairs the business activities of COUNTY on the Premises continues for more than sixty (60) consecutive days and so long as no uncured Event of Default on the part of COUNTY exists on

the date of exercise, then COUNTY may elect to terminate this Lease upon thirty (30) days prior written notice, which notice may be given only during the thirty (30) days following the above referenced sixty (60) day period. Notwithstanding such right to terminate, COUNTY shall continue to perform all of COUNTY's obligations under the Lease (subject to the rent abatement set forth above for such interruption of utilities or services) until the date of termination.

SECTION 5. COUNTY IMPROVEMENT WORK.

(a) Prior to the Commencement Date, AAA will, at its expense, supply and set up cubicles and furniture, perform certain electrical, computer cabling and related work as depicted on Exhibit A.

(b) All of the COUNTY Improvement Work shall be owned by AAA and remain the exclusive property of AAA upon expiration or termination of this Lease, free of any liens or encumbrances.

(c) COUNTY shall not commence business operations within the Leased Premises until construction of the COUNTY Improvement Work with respect to the Leased Premises is complete and commencement of business operations therein shall be deemed COUNTY's acceptance of the Leased Premises and the COUNTY Improvement Work.

(d) COUNTY, its agents and/or its designees shall have reasonable access and entry to the Leased Premises prior to the date of occupancy to install COUNTY's equipment and fixtures necessary for its use of the Leased Premises.

(e) AAA grants to COUNTY the right to make partition changes, alterations and decorations as it desires and at its own expense in the Leased Premises; providing, however, that COUNTY shall make no

structural change which will impair the structural integrity of the Leased Premises without the prior written consent of AAA.

SECTION 6. REPAIR AND MAINTENANCE.

(a) AAA, at its sole expense, shall maintain and make all repairs to the interior of the Leased Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including but not limited to wall and floor surfaces, electrical, plumbing, windows, plate glass and drains. AAA shall be responsible for maintaining the roof and exterior of the premises, doors, and heating, ventilation and air conditioning, except those repairs caused by COUNTY's negligence or misuse of the premises. AAA shall be responsible for management and maintenance of the common areas of the Leased Premises.

(b) AAA, at its sole expense, shall provide regular custodial and pest control services for the Leased Premises.

SECTION 7. USE OF THE LEASED PREMISES.

(a) The Leased Premises shall be used for general office purposes and customary uses incidental thereto for operation of the Tourism Offices for Seminole County, Florida. The Leased Premises shall be used for no other purpose without the prior written consent of AAA, such consent not be unreasonably withheld, conditioned or delayed. COUNTY may operate its business in the Leased Premises during normal business hours which shall be Monday-Friday 7:00 a.m. to 11:00 p.m. and Saturday 8:00 a.m. to 7:00 p.m. In the event COUNTY uses the Leased Premises outside of ordinary business hours, individuals may be required to sign in at a central desk and comply with other reasonable

security requirements of AAA. COUNTY shall maintain the Leased Premises in a safe, neat, clean and attractive condition. Nothing shall be placed on any windows or within any window frame areas. COUNTY shall use such window coverings (blinds, draperies, etc.) as AAA deems reasonably necessary to maintain a uniform and attractive appearance from the outside of the Building. Any mail or deliveries to COUNTY at the Leased Premises must be sent to the following address:

Seminole County Convention and Visitors Bureau
Seminole County, Florida
1000 AAA Drive
Heathrow, FL 34746-5075

(b) COUNTY shall not use the American Automobile Association or AAA name or logo to identify its location or for any other purpose except as authorized specifically above. Use of the Leased Premises shall be subject to such reasonable rules and regulations as AAA may adopt from time to time, including those necessary to assure that use of the Leased Premises does not interfere with the orderly business activities of others in the Building. COUNTY shall not cause any offensive odors or loud sounds to emanate from the Leased Premises which odors and/or sounds unreasonably disturb the orderly business activities of others in the Building. COUNTY shall, at its expense, be responsible for:

(1) complying with all Federal, State and local laws and regulations affecting COUNTY's particular use of the Leased Premises; and

(2) any additional insurance costs incurred by AAA as a result of COUNTY's particular use of the Leased Premises; and

(3) complying with the Disabilities Acts if such compliance is necessary due to COUNTY's particular use of the Leased Premises. The only access to the Leased Premises shall be through the main entrance to the Building and those points shown on the Floor Plan unless otherwise approved by in writing by AAA.

COUNTY shall have no right to use any other portion of the Building, except as authorized specifically herein. COUNTY shall not use any electric or electronic systems or equipment which interferes with the operation of computers or any electric or electronic systems or equipment used by AAA. COUNTY agrees that the Leased Premises, Building and surrounding grounds are "no smoking" zones and agrees that its employees and others using the Leased Premises, Building and surrounding grounds shall not be allowed to smoke in these areas without the prior written consent of AAA. Employees shall not be allowed to congregate or loiter in or around the Building. COUNTY shall have the right to use in common with AAA and any other tenants authorized by AAA, those areas within the Building (including the Building entrances, lobbies, corridors, elevators, lavatories, loading docks, security areas, trash removal areas, grounds, roads, driveways, stairways, sidewalks, parking areas and facilities, and other similar areas) which are necessary or appropriate for COUNTY to obtain full use and enjoyment of the Leased Premises ("Common Areas"). Other portions of the Building, including office space area used exclusively by AAA or other tenants for respective business operations, are not open for use by COUNTY. The parties acknowledge and agree that the rules and regulations adopted by AAA from time to time shall not

result in any increase in cost to COUNTY hereunder and that in the event of any inconsistency between this Lease and the rules and regulations, as the same may be amended, the provisions of this Lease shall control. Notwithstanding any language to the contrary in this Section, COUNTY shall have no obligation to expend any funds to correct or change any system or structural element of the Leased Premises or Building so as to comply with any governmental law, rule, regulations, order or ordinance, including without limitation the Disabilities Acts, and the cost of such compliance shall not be passed on to COUNTY. AAA shall maintain and operate the Building and Land in accordance with all applicable laws, rules and regulations. AAA shall be responsible for the payment of any funds needed to correct or change any system or structural element on the Leased Premises or Building so as to comply with any governmental law, rule, regulations, order or ordinance, except where such change or expenditure is required on account of COUNTY's use of the Leased Premises.

(c) Employees of COUNTY shall have the right to:

(1) use those bathrooms inside the Leased Premises; and

(2) access the Leased Premises through the main entrance to the Building. The bathrooms shall be available for the personal use by employees of COUNTY and COUNTY's guests, customers and invitees, and shall not be used for any business or other purpose. AAA shall be responsible for providing customary supplies and regular janitorial service to these bathrooms.

(d) Employees of COUNTY shall be entitled to use:

(1) the cafeteria in the Building ("Cafeteria"), to the extent it is available for use by other occupants of the Building from time to time; and

(2) certain central conference rooms in the Building, to the extent made available by AAA from time to time, on a pre-scheduled reasonable fee charged basis (currently $75.00/day) arranged through Scheduler Plus.

It is acknowledged that AAA gives Cafeteria discounts to AAA's employees that are not available to others including COUNTY and its employees.

(e) COUNTY shall not allow there to be any signage, advertisements or promotional materials within the Leased Premises which are visible (through windows or otherwise) from outside the Leased Premises without the prior written consent of AAA, not to be unreasonable withheld, conditioned or delayed. Plans for any other signs shall still be subject to AAA approval, not to be unreasonably withheld, conditioned or delayed. All signs approved by AAA shall be installed, maintained and removed at COUNTY's sole expense.

(f) COUNTY is responsible for the safety of all people and property within the Leased Premises. Accordingly, it shall assure that the Leased Premises are:

(1) supervised properly during all authorized hours of operation; and

(2) locked adequately and securely at all times. Throughout the term of this Lease, COUNTY assumes all risk relating to any injury to person or damage to property occurring within the Leased

Premises, and releases AAA from all liability whatsoever relating thereto except to the extent such injury or damage is due to the negligence or willful misconduct of AAA or AAA's agents, servants or employees. AAA shall, at no cost to COUNTY, provide and maintain the current card-key system for the security of and access to the Building.

(g) COUNTY shall not alter any portion of the Leased Premises (floor coverings, windows (including blinds and draperies), walls (including paint and any wall coverings), ceiling, lighting, electrical system, structural supports, doors or other matters) without the prior written consent of AAA, which shall not be unreasonably withheld, conditioned or delayed. All such work shall conform to applicable laws, statues, ordinances, governmental rules or regulations and be performed at COUNTY's sole cost. COUNTY shall keep the Leased Premises free from all liens and similar encumbrances arising out of work performed hereunder. Upon expiration or termination of this Lease, COUNTY shall return possession of the Leased Premises to AAA in the same condition as of the Commencement Date, reasonable wear and tear excepted. Notwithstanding the foregoing, any fixtures attached to the Leased Premises, other than COUNTY's trade fixtures, and any physical modifications thereof shall, at the election of AAA, either:

(1) be removed or repaired by COUNTY at its expense; or

(2) remain and constitute the sole property of AAA. AAA shall make such election at the time the plans and specifications are approved, or deemed approved, by AAA. If AAA fails to make such

election at the time of approval, COUNTY shall have the right to decide the foregoing. AAA agrees that COUNTY shall have the right to install independent telephone access serving the Leased Premises at its own expense, subject to the prior written approval of AAA, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) During normal business hours, employees and patrons of COUNTY shall be entitled to use:

(1) two (2) unreserved automobile parking spaces in the outside surface level parking lot located closest to the main entrance of the Building; and

(2) the unreserved automobile parking spaces in the other outside surface-level parking lots (i.e., not the one closest to the main entrance of the Building). COUNTY agrees that AAA shall not be liable to COUNTY for the payment of fines, penalties or any other charges by reason of the failure of COUNTY's employees or invitees or other tenants to comply with any rules or regulations adopted by AAA governing use of the parking area.

(i) AAA and its agents may enter and inspect the Leased Premises during normal business hours; provided that in all cases, AAA shall give COUNTY reasonable prior written notice and shall not unreasonably interrupt COUNTY's business.

(j) The rights and privileges granted herein to COUNTY to utilize facilities located outside of the Leased Premises (conference rooms, cafeteria, parking areas, etc.) shall be limited to only the employees of the COUNTY who work within the Leased Premises and

patrons of the Economic Development Office operated by COUNTY within the Leased Premises.

SECTION 8. QUIET POSSESSION. AAA shall warrant and defend COUNTY in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

SECTION 9. ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.

(a) COUNTY shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of AAA.

(b) All rights, obligations, and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees, and permitted assignees of said parties.

SECTION 10. INSURANCE. COUNTY shall at its expense maintain liability insurance in an amount not less than $1,000,000 per person and $3,000,000 per occurrence which shall:

(a) name AAA (and its officers and employees) as an insured;

(b) provide that it shall not be amended or terminated without at least thirty (30) business days' prior notice to AAA;

(c) be issued by a company reasonably acceptable to AAA; and

(d) otherwise be in form and content reasonably acceptable to AAA.

COUNTY shall also obtain any insurance on its movable partitions, furniture, equipment and other personal property in such amounts as are reasonably determined by COUNTY, and containing appropriate endorsements waiving the insurer's right of subrogation against AAA.

COUNTY shall have the right to provide its required insurance coverage pursuant to blanket policies obtained by the COUNTY, provided such blanket policies afford coverage to the Leased Premises, AAA and COUNTY. During the term of this Lease, AAA shall maintain standard commercial general liability insurance or equivalent form with a limit of not less than $3,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit. During the term of this Lease, AAA shall maintain all risk property insurance on the Building, the Leased Premises and the Common Areas. A certificate of the insurer evidencing the existence and amount of each required insurance policy shall be delivered by each party to the other before the Commencement Date and thereafter within thirty (30) business days after any written demand. No such policy shall be cancelable except after thirty (30) business days' written notice to AAA and COUNTY. Each party shall furnish the other with proof of renewal or qualified replacement policies at least ten (10) business days before expiration of the original. All coverages required under this Lease shall be maintained for the duration of this Lease. AAA and COUNTY each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy which either may have been in force at the time of the loss or damage.

SECTION 11. DISCHARGE OF HAZARDOUS MATERIALS. Notwithstanding anything to the contrary set forth in this Lease, COUNTY shall not discharge into any sanitary sewer system serving the Building any toxic or hazardous materials. Any toxic or hazardous materials which are used by COUNTY at the Leased Premises shall be handled and disposed of as required by and in compliance with all applicable local, State and Federal laws, ordinances and rules and regulations or shall be pre-treated to the level of domestic wastewater prior to the discharge into any sanitary sewer system serving the Building. COUNTY agrees to indemnify and hold harmless, to the limits permitted under Florida law, AAA from and against any and all claims, damages, expenses (including reasonable attorneys' fees and court costs) and liabilities of any nature whatsoever asserted against or incurred by AAA in connection with the use or discharge by COUNTY of any toxic or hazardous materials in or about the Leased Premises, provided the same are caused solely by COUNTY, its agents or employees. AAA represents and warrants that to the best of its knowledge after due inquiry, the Leased Premises are presently free of asbestos, toxic waste, and other hazardous materials in amounts exceeding legally established maximum thresholds. COUNTY agrees to indemnify and hold harmless, to the limits permitted under Florida law, AAA, its directors, officers, partners and any of its employees, against all costs incurred (including without limitation amounts paid pursuant to penalties, fines, orders, reasonable attorneys' fees and court costs), arising out of any claim made by Federal, State or local agencies or departments or private litigants or third parties with respect to

violations of alleged violations of environmental or health laws, rules, regulations, orders or common law, to the extent caused by COUNTY, its agents or employees. For the purposes of this Lease, "hazardous materials" shall mean substances defined as "hazardous substances", "toxic substances" or "hazardous wastes" in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Hazardous Materials Transportation Act, as amended; the Federal Resource Conservation and Recovery Act, as amended ("RCRA"); oil and underground storage tanks; asbestos and material containing asbestos; those substances defined as "hazardous wastes", hazardous materials" or "hazardous substances" in the laws of the state in which the real property is located; and as such substances are defined in the regulations adopted and publications promulgated pursuant to said laws (said laws and regulations referred to herein as "Environmental Laws") but shall not include those substances or products for use in amounts and for purposes approved by governmental authorities or those typically used, stored, generated or disposed of in a facility of this type provided such substances have been and are used, stored, generated or disposed of in compliance with all Environmental Laws.

SECTION 12. SATELLITE DISHES; ROOF RIGHTS. COUNTY may not erect, install and maintain any satellite dishes or any other antennae on the roof or exterior of the Building.

SECTION 13. EMINENT DOMAIN, FIRE AND CASUALTY. If less than the whole but not more than twenty percent (20%) of the Leased Premises shall be taken under eminent domain, COUNTY shall have the right

either to terminate this Lease and declare the same null and void, or subject to AAA's right to termination as set forth below, to continue in the possession of the remainder of the Leased Premises, and shall notify AAA in writing within thirty (30) days after such taking of COUNTY's intention. In the event that COUNTY elects to remain in possession, all of the terms herein provided shall continue in effect, except that the Rent shall be reduced in proportion to the amount of the Leased Premises taken and AAA shall, at its own cost and expense, make all the necessary repairs or alterations to the exterior and interior of the Building so as to constitute the remaining Premises a complete architectural unit. If more than thirty percent (30%) of the floor area of the Building shall be taken under power of eminent domain, AAA or COUNTY may, by written notice to the other, terminate this Lease. If the Leased Premises shall be partly damaged by fire or any other cause, the damage shall be repaired as expeditiously as possible by and at the expense of AAA (to the extent of available insurance proceeds), and further COUNTY may elect to terminate this Lease if;

(a) AAA fails to give written notice within thirty (30) days from the date of such damage of its intention to repair the Leased Premises; or

(b) AAA fails to repair the Leased Premises to a condition substantially suitable for the intended use within ninety (90) days from the date of such damage. If the Leased Premises are totally destroyed or rendered wholly untenantable by fire or any other cause, this Lease shall terminate at the election of either party, written

notice of such election to be given within thirty (30) days after the date of the damage; provided, however, AAA may not terminate this Lease unless AAA terminates the leases of all other tenants in the Building similarly situated to COUNTY.

In the event that neither party terminates this Lease, AAA shall restore the Leased Premises to the condition in which they existed prior to the destruction within one hundred eighty (180) days from the date of the damage, and further, upon AAA's failure to complete such repairs, COUNTY may elect to terminate this Lease. During the period of time that the Leased Premises shall be damaged by fire or any other cause, the Rent shall be abated on a pro rata basis from the date of the damage until the date of substantial completion of the repairs based on the proportion of the rentable area of the Premises, that COUNTY is unable to use during the repair period. Notwithstanding anything set forth herein to the contrary, COUNTY waives and assigns to AAA any and all rights relating to condemnation and/or insurance proceeds relating to any eminent domain taking or casualty loss referenced above.

SECTION 14. TERMINATION.

(a) AAA and COUNTY each shall have the right to terminate this Lease for convenience upon at least ninety (90) days prior written notice to the other (the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed hereunder for the period up to the Early Termination Date and each party may continue to enforce against the other all rights and

remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Lease, each party shall still be entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of and such termination.

(b) Any one or more of the following events shall constitute an "Event of Default" on the part of COUNTY hereunder:

(1) the failure of COUNTY to pay any monthly installment of rent, or any other sum provided for herein, on or before the date due provided such failure is not cured within fifteen (15) business days of receipt of written notice thereof from AAA (provided, however, AAA shall not be obligated to provide more than two (2) such notices during any twelve (12) month period);

(2) the failure of COUNTY to perform any obligation required hereunder (other than a default involving the payment of rent or other sum as provided above), which failure is not cured within thirty (30) business days of receipt of written notice thereof by AAA; provided, however, that if such obligation is of such a nature that it could not reasonably be performed within thirty (30) business days, such thirty (30) day period shall be extended for a reasonable period if COUNTY institutes performance promptly upon receipt of said notice and thereafter diligently and continuously pursues performance; and/or

(3) any bankruptcy, assignment for the benefit of creditors or appointment of receiver on behalf of COUNTY, if any such bankruptcy, assignment or appointment is not dismissed or vacated

within thirty (30) business days from the date thereof. Upon occurrence of an Event of Default on the part of COUNTY hereunder, AAA may institute legal proceedings against COUNTY to:

(1) collect payment of any sums owed by COUNTY hereunder;

(2) compel performance of any obligation required to be performed by COUNTY hereunder including, where appropriate, actions for specific performance and/or injunctive relief;

(3) terminate COUNTY's right of possession under the Lease and re-take the Leased Premises, without terminating the Lease; and/or

(4) terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies shall be non-exclusive in nature.

Provided AAA prevails in enforcing its rights under this Lease, any reasonable costs and expenses incurred by AAA (including, without limitation, court costs and reasonable attorneys' fees) in enforcing any of its rights and remedies under this Lease shall be paid by COUNTY to AAA upon demand. Upon occurrence of an "Event of Default" on the part of COUNTY, AAA may, at its election, exercise one or more of the foregoing remedies, which remedies are not deemed to exclude the exercise of such additional remedies as may be otherwise available at law or in equity. No re-entry or re-taking of possession of the Leased Premises by AAA shall be construed as an election on AAA's part to terminate COUNTY's liability under the Lease unless a written notice of such intention is given by AAA to COUNTY. AAA's acceptance of payments after an Event of Default on the part of COUNTY has occurred shall not be construed as a waiver of the Event of Default by AAA.

Forbearance by AAA to enforce any remedy hereunder shall not be deemed a waiver of any other violation, default or remedy. Notwithstanding anything set forth herein to the contrary, enforcement by AAA of COUNTY's indemnification obligations set forth herein shall survive any termination of the Lease. AAA may, at its discretion, re-let the Leased Premises at the risk of COUNTY who for the residue of the term hereof and for such further time as said term shall have been extended, if at all, shall remain responsible for the rent and charges herein reserved and shall be credited with such amounts only as shall be actually realized by AAA. AAA shall use reasonable efforts to mitigate any damage accruing as a result of a default by COUNTY. Notwithstanding the foregoing, AAA and COUNTY hereby waive any right provided by law to seek ex-parte relief by way of confession of judgment.

(c) There shall be an "Event of Default" on the part of AAA if AAA fails to pay any sum or perform any obligation required hereunder, which failure is not cured within fifteen (15) business days of receipt of written notice thereof by COUNTY; provided, however, that if any such obligation is of such a nature that it could not reasonably be performed within fifteen (15) business days, such fifteen (15) day period shall be extended a reasonable period if AAA institutes performance promptly upon receipt of said notice and thereafter diligently and continuously pursues performance. Upon occurrence of an Event of Default on the part of AAA hereunder, COUNTY may institute legal proceedings against AAA to:

(1) collect payment of any sums owed by AAA hereunder;

(2) compel performance of any obligation required to be performed by AAA hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and/or

(3) terminate this Lease and exercise any and all other remedies as may be available at law or in equity, which remedies shall be non-exclusive in nature.

Provided that COUNTY prevails in enforcing its rights under the Lease, any reasonable costs and expenses incurred by COUNTY (including, without limitation, court costs and reasonable attorneys' fees) in enforcing any of its rights and remedies under this Lease shall be paid by AAA to COUNTY upon demand. Notwithstanding anything set forth herein to the contrary, enforcement by either party of the indemnification obligations set forth herein shall survive any termination of the Lease for a period of two (2) years.

SECTION 15. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by AAA or by COUNTY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

SECTION 16. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

SECTION 17. HOLDING AFTER TERMINATION. If after the expiration of this Lease, COUNTY shall hold over and remain in possession of the

Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month-to-month on the same terms and conditions contained herein.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY's administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies.

(1) COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole County Administrative Code.

(2) COUNTY administrative dispute resolution procedures for contract claims, including all controversies arising under this Agreement, are set forth in Section 220.102, "Contract Claims", Seminole County Code.

(b) AAA agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY's administrative dispute resolution procedures set forth in subsection (a) above of which AAA had knowledge of and failed to present during COUNTY's administrative dispute resolution procedures.

(c) In the event that COUNTY's administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation

shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. CONFLICT OF INTEREST.

(a) AAA 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 Lease 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) AAA 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 AAA to be conducted here, and that no such person shall have any such interest at any time during the term of this Lease.

(c) Pursuant to Section 216.347, Florida Statutes, AAA 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 20. ESTOPPEL CERTIFICATES. Either party shall, within fifteen (15) business days after a request from time to time (but not more frequently than once during any twelve (12) month period) made by the other party and without charge, give an estoppel certificate stating that:

(a) this Lease is in full force and effect and unmodified or, if modified, stating the modifications;

(b) AAA and/or COUNTY is not in default in the performance or observance of any other covenant or condition to be performed or observed under this Lease or, if AAA and/or COUNTY is in default, stating the specifics of such default;

(c) no event has occurred which constitutes an Event of Default on the part of AAA or COUNTY or authorizes, or with the lapse of time would constitute an Event of Default on the part of AAA or COUNTY or authorize AAA or COUNTY to terminate this Lease or, if such event has occurred, stating the specifics of such event;

(d) COUNTY has no offsets, counterclaims or defenses or, if COUNTY has any such offsets, counterclaims or defenses, stating them;

(e) the date of which rents and other amounts payable hereunder by COUNTY have been paid; and (

f) any other matters which may be reasonably requested by the requesting party.

SECTION 21. BROKERAGE. AAA and COUNTY each hereby represent and warrant to each other that it has not engaged, employed or utilized the services of any business or real estate brokers, salesman, agents or finders in the initiation, negotiation or consummation of this Lease, but has dealt and negotiated only directly with the other. On the basis of such representation and warranty, each party hereby agrees to indemnify and hold harmless the other party from and against any and all claims, damages, expenses (including reasonable attorneys' fees and court costs) and liability of any nature whatsoever asserted

against or incurred by the other regarding the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by the indemnifying party.

SECTION 22. NO CONSTRUCTION LIENS. Pursuant to Section 713.10, Florida Statutes, AAA and COUNTY hereby declare that the terms of this Lease prohibit expressly the subjecting of AAA's interest in the Leased Premises and Building to any liens for improvements made by COUNTY. COUNTY acknowledges that it has no authority to contract for work which could result in any construction liens being filed against AAA's interest in the Leased Premises or Building and agrees to indemnify and hold harmless AAA, to the extent permitted by law, from and against any and all claims, damages, expenses (including reasonable attorneys' fees and court costs) and liabilities of any nature whatsoever asserted against or incurred by AAA in connection with any such liens arising due to work performed by or at the direction of COUNTY. If, notwithstanding the foregoing prohibition, any such liens are filed, COUNTY agrees to promptly pay and cause the same to be released of record.

SECTION 23. SUBORDINATION. This Lease is subject and subordinate to all ground or underlying leases and mortgages which may now or hereafter affect the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. AAA represents and warrants that as of the date hereof there is:

(a) no mortgage of, or holder of a deed of trust on the Building or Land;

(b) no ground lease affecting the Land, Building or Leased Premises.

COUNTY shall execute promptly any certificate or other instrument that AAA reasonably may request that shall be necessary or proper to give effect to such subordination. COUNTY's obligation to subordinate this Lease to any mortgage is subject to the condition precedent that the mortgagee execute and deliver to the COUNTY an agreement not to disturb COUNTY's possession as long as there is no Event of Default with respect to any of the covenants or conditions of this Lease to be performed and observed by COUNTY.

SECTION 24. CONSENT. AAA and COUNTY each covenant and agree that in all instances where its consent or approval is required pursuant to the terms of the Lease, it will not unreasonably withhold, condition, delay or deny such consent or approval.

SECTION 25. WARRANTIES OF AUTHORITY. AAA warrants that:

(a) AAA owns the Building within which the Leased Premises are situated;

(b) AAA has the authority to enter into this Lease with COUNTY; and

(c) there are no liens or similar claims (excluding mortgages) upon AAA or against the Building. COUNTY warrants that it has the authority to enter into this Lease with AAA.

SECTION 26. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient

quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 27. NOTICES. Any notices pursuant to this Lease shall be in writing and deemed given:

(a) upon actual delivery to a party at the address set forth below; or

(b) three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

For AAA: American Automobile Association
Attn: General Counsel
1000 AAA Drive
Heathrow, FL 32746-5063

With a copy to: Stephen W. Snively, Esq.
Holland & Knight, LLP
200 S. Orange Avenue, Suite 2600
Orlando, FL 32801

For COUNTY: Director
Seminole County Administrative Services Dept.
200 W. County Home Road
Sanford, FL 32773

Either party may change the address(es) or person(s) set forth for receipt of notices by providing written notice as provided for herein.

ATTEST:

AMERICAN AUTOMOBILE
ASSOCIATION, INCORPORATED

_____ ,Secretary

By:_____ ,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:_____

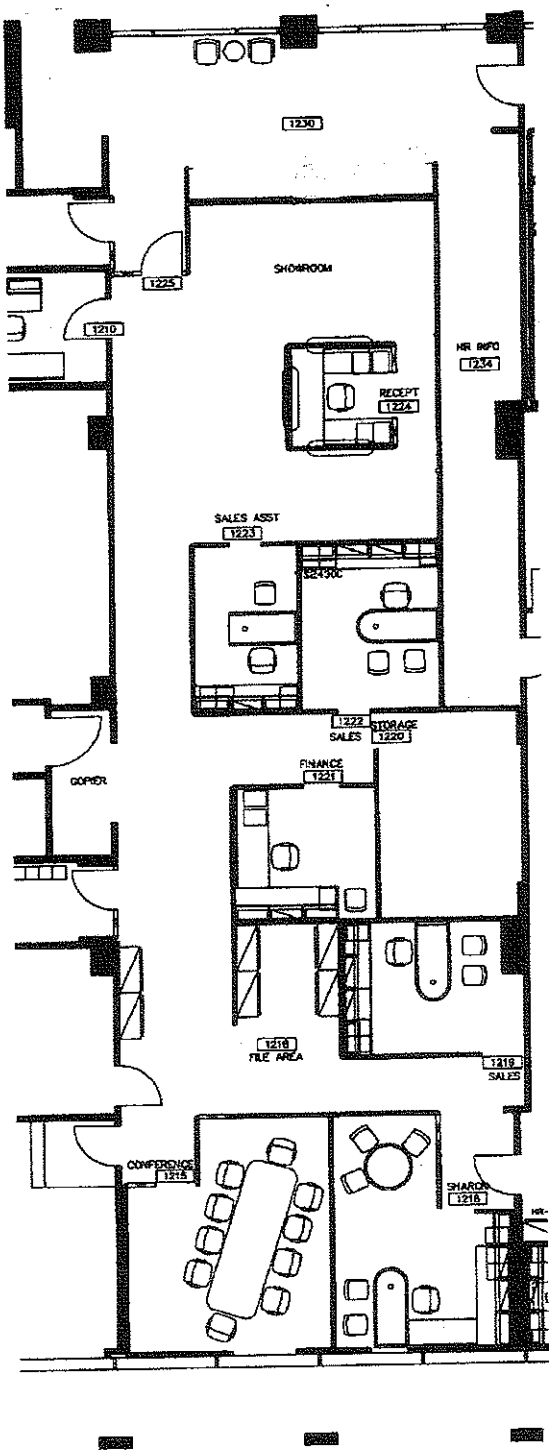
For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk/dg
5/27/09 5/28/09 6/9/09
P:\Users\Legal Secretary CSB\Administrative Services\Tourism Lease AAA.doc

Attachment:
Exhibit "A" - Leased Space Description
Exhibit "B" - Certificate of Exemption



AAA Layout

Exhibit "A"

00054

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
01/06/07

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013708974C-0	11/01/2006	11/30/2011	COUNTY GOVERNMENT

This certifies that

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS
1101 E 1ST ST
SANFORD FL 32771-1468

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

2007 JAN 16 PM 1:56
SEMINOLE CO. FLA.
D.C.
CLERK OF THE CIRCUIT COURT

Exhibit "B"

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment and Second Lease Renewal for Wilshire Plaza Phase II- Tax Collector and Clerk of the Court Offices

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Lorraine Hajeski **EXT:** 5250

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the First Amendment and Second Renewal to the Wilshire Plaza Phase II Lease, leasing from the property owner, Crystal Bay Club, Ltd., offices located at 336 Wilshire Boulevard, Casselberry, FL, for the Tax Collector and Clerk of the Courts satellite locations. Amendment adds termination procedure. Renewal is for a two-year term, in the amount of $91,272.60 for the first year and $94,010.76 for the second year.

District 4 Carlton D. Henley Meloney Lung

BACKGROUND:
On May 10, 2005, the Board of the County Commissioners approved a new 7,151 square foot lease for the Tax Collector and the Clerk of the Courts satellite offices located at 336 Wilshire Boulevard, Casselberry, FL, 32707. The initial term was for a two (2) year lease period through September, 2007.

This Amendment clarifies termination procedures.

The lease allows for two (2) successive renewal options of two (2) years each. On May 23, 2007, the Board of County Commissioners approved the First Renewal of this lease. The first year lease rate of the first renewal was $12.03 per square foot ($86,033.16 annual total). The second year lease rate was $12.39 per square foot ($88,614.12 annual total). The First Renewal expires September 30, 2009. The attached proposed Second Renewal period begins October 1, 2009, and expires September 30, 2011. The lease stipulates a 3% annual increase. The lease rate is $12.76 per square foot ($91,272.60 annual total) for the first year of the renewal and $13.15 per square foot ($94,010.76 annual total) for the second year. This is a flat rate and includes CAM, taxes, and insurance.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the First Amendment and Second Renewal to the Wilshire Plaza Phase II Lease, leasing from the property owner, Crystal Bay Club, Ltd., offices located at 336 Wilshire Boulevard, Casselberry, FL, for the Tax Collector and Clerk of the Courts satellite offices, for a two- year term, in the amount of $91,272.60 for the first year ($12.76/sf) and $94,010.76 for the second year ($13.15/sf).

ATTACHMENTS:

1. Wilshire Tax Clerk 1stAmendment2ndRenewal
2. Agreement
3. Wilshire Tax Clerk 1st Renewal

Additionally Reviewed By:

- [x] Budget Review (Lin Polk, Lisa Spriggs)
- [x] County Attorney Review (Ann Colby)

FIRST AMENDMENT AND SECOND RENEWAL TO WILSHIRE PLAZA, PHASE II LEASE

THIS FIRST AMENDMENT AND SECOND RENEWAL is made and entered into this _____ day of _____, 20___ and is to that certain Lease made and entered into on May 12, 2005, between **CRYSTAL BAY CLUB, LTD.**, whose address is 336 Wilshire Boulevard, Casselberry, Florida 32707, hereinafter referred to as "LESSOR," 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 "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above-referenced Lease on May 12, 2005, as renewed on May 22, 2007, for lease of the building known as Wilshire Plaza, Phase II, located at 336 Wilshire Boulevard, Casselberry, Florida; and

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

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

1. Section 2 of the Agreement, "Term", is hereby amended to read as follows:

SECTION 2. TERM.

(a) The term of this Lease shall commence October 1, 2005, notwithstanding the date of signature by the parties and shall run for a term of two (2) years, unless sooner terminated as hereinafter provided. Provided LESSEE is not in default, regardless of whether LESSOR has so notified LESSEE, this Lease may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each, by

LESSEE providing notice to LESSOR not less than ninety (90) days prior to execution of the then current term.

(b) LESSEE shall have the right to terminate this Lease at any time during the renewal periods upon ninety (90) days written notice to LESSOR.

2. **RENEWAL.** The Lease is hereby renewed for the term of two (2) years from October 1, 2009 through September 30, 2011, unless terminated sooner as provided for therein and may, at the option of the parties be renewed for one (1) additional two-year term.

3. **RENT.** As set forth in Section 3(b)(2)(A) of the Agreement dated May 12, 2005, LESSEE shall pay to the LESSOR as rent for the first one-year renewal term beginning October 1, 2009 and ending September 30, 2010, the sum of SEVEN THOUSAND SIX HUNDRED SIX AND 05/100 DOLLARS ($7,606.05) per month.

As set forth in Section 3(b)(2)(B) of the Agreement dated May 12, 2005, LESSEE shall pay to the LESSOR as rent for the second one-year renewal term beginning October 1, 2010 and ending September 30, 2011, the sum of SEVEN THOUSAND EIGHT HUNDRED THIRTY-FOUR AND 23/100 DOLLARS ($7,834.23) per month.

4. Except as herein modified, all terms and conditions of the Lease dated May 12, 2005 shall remain in full force and effect for the term of this Renewal as originally set forth in said Lease.

[Attestations on page 3 of 3]

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

CRYSTAL BAY CLUB, LTD.

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
CARL D. BAUER, CPM

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
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.

_____
County Attorney
AEC/lpk
3/3/09 6/2/09
P:\Users\Legal Secretary CSB\Administrative Services\Wilshire Plaza Phase II 2nd Renewal.doc

By:_____
BOB DALLARI, Chairman

Date:_____

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

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Lopez
DEPUTY CLERK

WILSHIRE PLAZA, PHASE II LEASE

THIS LEASE is made and entered into this 12th day of May, 2005, by and between **CRYSTAL BAY CLUB, LTD**, whose address is 336 Wilshire Boulevard, Casselberry, Florida 32707, hereinafter referred to as LESSOR, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of a certain building known as Wilshire Plaza, Phase II, located at 336 Wilshire Boulevard, Casselberry, Florida 32707; and

WHEREAS, the LESSEE is desirous of leasing space at 336 Wilshire Boulevard, Casselberry, Florida 32707, for use as offices for the Tax Collector and the Clerk of the Court for Seminole County,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of SEVEN THOUSAND ONE HUNDRED FIFTY-ONE (7,151) square feet at the building located at 336 Wilshire Boulevard, Casselberry, Florida 32707. The leased premises shall consist of that space more particularly described in Exhibit "A" attached herein.

2. TERM. The term of this Lease shall commence October 1, 2005, notwithstanding the date of signature by the parties and shall run for a term of two (2) years, unless sooner terminated as

hereinafter provided. Provided LESSEE is not in default, regardless of whether LESSOR has so notified LESSEE, this Lease may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each by LESSEE providing notice to LESSOR not less than ninety (90) days prior to expiration of the then current term.

3. RENTAL.

(a) The LESSEE shall pay rent to the LESSOR for said premises described in Section 1 hereof at an initial annual rate of ELEVEN AND 34/100 DOLLARS ($11.34) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments of SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN 87/100 DOLLARS ($6,757.87) per month.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. The rent schedule shall be as follows:

(1) Initial Term:

(A) October 1, 2005-September 30, 2006: SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 87/100 DOLLARS ($6,757.87) per month = ELEVEN AND 34/100 DOLLARS ($11.34) per square foot.

(B) October 1, 2006-September 30, 2007: SIX THOUSAND NINE HUNDRED SIXTY AND 61/100 DOLLARS ($6,960.61) per month = ELEVEN AND 68/100 DOLLARS ($11.68) per square foot.

(2) Renewal Option 1:

(A) October 1, 2007-September 30, 2008: SEVEN THOUSAND ONE HUNDRED SIXTY-NINE AND 43/100 DOLLARS ($7,169.43) per month = TWELVE AND 03/100 DOLLARS ($12.03) per square foot.

(B) October 1, 2008-September 30, 2009: SEVEN THOUSAND THREE HUNDRED EIGHTY-FOUR AND 51/100 DOLLARS ($7,384.51) per month = TWELVE AND 39/100 DOLLARS ($12.39) per square foot.

(3) Renewal Option 2:

(A) October 1, 2009-September 30, 2010: SEVEN THOUSAND SIX HUNDRED SIX AND 05/100 DOLLARS ($7.606.05) per month = TWELVE AND 76/100 DOLLARS ($12.76) per square foot.

(B) October 1, 2010 - September 30, 2011: SEVEN THOUSAND EIGHT HUNDRED THIRTY-FOUR AND 23/100 DOLLARS ($7,834.23) per month = THIRTEEN AND 15/100 DOLLARS ($13.15) per square foot.

4. CONDITION OF PREMISES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LESSOR HEREIN AS TO THE CONDITION OF THE PREMISES. LESSEE accepts the Premises in its existing condition, and acknowledges that it has inspected the Premises to its satisfaction. LESSEE agrees and acknowledges that LESSOR did not construct the Premises and acquired title to the Premises only after the completion thereof.

5. USE. LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute, regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building.

LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

6. **MAINTENANCE.** LESSEE, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to wall and floor surfaces, electrical, plumbing, heating, air conditioning and ventilation equipment and fixtures, doors, windows, plate glass, and drains. LESSOR shall be responsible for maintaining the roof and exterior of the Premises, except those repairs caused by LESSEE's negligence or misuse of the Premises and excluding all plate glass, the LESSOR shall be responsible for management and maintenance of the common areas of the Premises. See Exhibit "A".

7. **UTILITIES.** LESSEE shall promptly pay the cost of all utilities and janitorial services provided to the Premises, including without limitation the cost of water, sewer, electric, gas, telephone and garbage collection. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of any utility services to the Premises for any reason whatsoever. No interruption, termination or cessation of utility services shall relieve LESSEE of any of its duties and obligations under this Lease, including, without limitation, its obligation to pay all rents when due.

8. **SIGNS.** LESSEE shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the

exterior of the premises without the prior written consent of LESSOR as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LESSOR may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion that said advertising media and/or proposed sign is not in keeping with LESSOR's advertising scheme for the property. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense or damage caused in removal of sign at the end of the term or earlier termination of this Lease.

9. WAIVER OF SUBROGATION. LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

10. ASSIGNMENT OR SUBLETTING.

A. LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR, in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

B. LESSOR may assign this Lease to any successor LESSOR, and LESSEE hereby consents to any such assignment. LESSOR shall have no obligation hereunder as to any claim arising after the transfer of its interest in the Premises.

11. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may hereafter be placed on the property by LESSOR. LESSEE agrees that within ten (10) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of

first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

12. **CONDEMNATION OR EMINENT DOMAIN.** If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

13. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenatable. If that portion of the Premises (a) by reason of such occurrence are rendered wholly untenantable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees,

or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than forty-five (45) days to repair, LESSEE may terminate this Lease by notice of termination served within thirty (30) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

14. SURRENDER OF PREMISES. LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be removed by LESSEE, as provided below) equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items following LESSOR's request to do so, LESSOR may remove them for the account of LESSEE,

and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and shall be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

15. DEFAULT. The following shall be Events of Default hereunder:

(a) A default in the payment, when due, of any rent;

(b) A default in the performance of any of LESSEE's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the LESSEE shall have received written notice from the LESSOR of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to LESSOR. Pursuit of any of these foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

16. INSPECTION. LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

17. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

18. NONWAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

19. APPLICABLE LAW AND SEVERABILITY. This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS

PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

21. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consented to by LESSOR.

22. NOTICES. Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and sent postage prepaid, certified mail, return receipt requested, addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

23. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

24. FURTHER ASSURANCES. The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

25. RADON GAS DISCLOSURE. Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
>
> The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

26. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

27. REMODELING IMPROVEMENTS AND ALTERATIONS. After occupancy of the premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the premises without the prior written consent of LESSOR.

28. INSURANCE. The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the premises.

29. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

30. ATTORNEY'S FEES. In the event the parties have conflict over the terms of this Agreement which result in litigation, the prevailing party shall be entitled to recover all costs thereof including reasonable attorney's fees (appellate included).

31. PARKING. LESSOR guarantees to LESSEE for the term and any renewal or extension of this Lease to provide and set aside twenty-five (25) reserved employee parking spaces for the LESSEE's employees or agents and two (2) reserved parking spaces for LESSEE's clients.

The parking area shall be properly operated and maintained and all entrances, exits, driveways and walkways kept in first class condition and state of repair, such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris. In the event the reserved employee parking spaces fall below that required by LESSEE, then the LESSEE's employees or agents may park in other than designated employee parking areas within Wilshire Plaza.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

CRYSTAL BAY CLUB, LTD.

Witness

By: _____
CARL D. BAUER, CPM, Corporate Asset Manager

Witness

Date: _____

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: 5-12-05

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
3/1/05 4/14/05
Wilshire plaza lease

As authorized for execution
by the Board of County Commissioners
at their May 10, 2005
regular meeting.

Attachment:
Exhibit "A"-Description of Leased Premises

EXHIBIT "A"

WILSHIRE PLAZA

LEGAL DESCRIPTION

LEGAL DESCRIPTION - PER O.R.B. 1659. PG. 1188

A portion of Lot 2, WILSHIRE PLAZA, according to the plat thereof, as recorded In Plat Book 32, Page 80 of the Public Records of Seminole County, Florida, more Particularly described as follows:
From the Northeast corner of INDIAN HILLS UNIT FOUR, as recorded in Plat Book 15, Page 19, of the Public Records of Seminole County, Florida, run West along the North Line of said INDIAN HILLS UNIT FOUR, a distance of 243.09 feet to a point on the East Line of Section 20, Township 21 south, Range 30 East; thence run N 00&11'46" W, along
Said East section line, 300.00 feet; thence run N 86&45'20" W, 195.42 feet for a POINT OF BEGINNING; thence run N 47&12'42" W 600.00 feet; thence run N 42&47'18" E 255.00 feet; thence run S 47&12'42z' E 80.00 feet; thence run S 21&51'56" E 105.12 feet; thence run S 47&12'42" E 215.00 feet; thence run N 42&47'18" E 130. Feet; thence run
S 47&12'42" E 210.00 feet; thence run S 42&47'18" W 340.00 feet to the POINT OF BEGINNING.

Copy of Site Plan is attached as Exhibit A-1 and the location is cross-hatched. (Note - If unit is classified as a mini-suite location - then a mini-suite site plan is attached as Exhibit A-2, and individual units are likewise cross-hatched.

WILSHIRE PLAZA PHASE II

WILSHIRE BOULEVARD

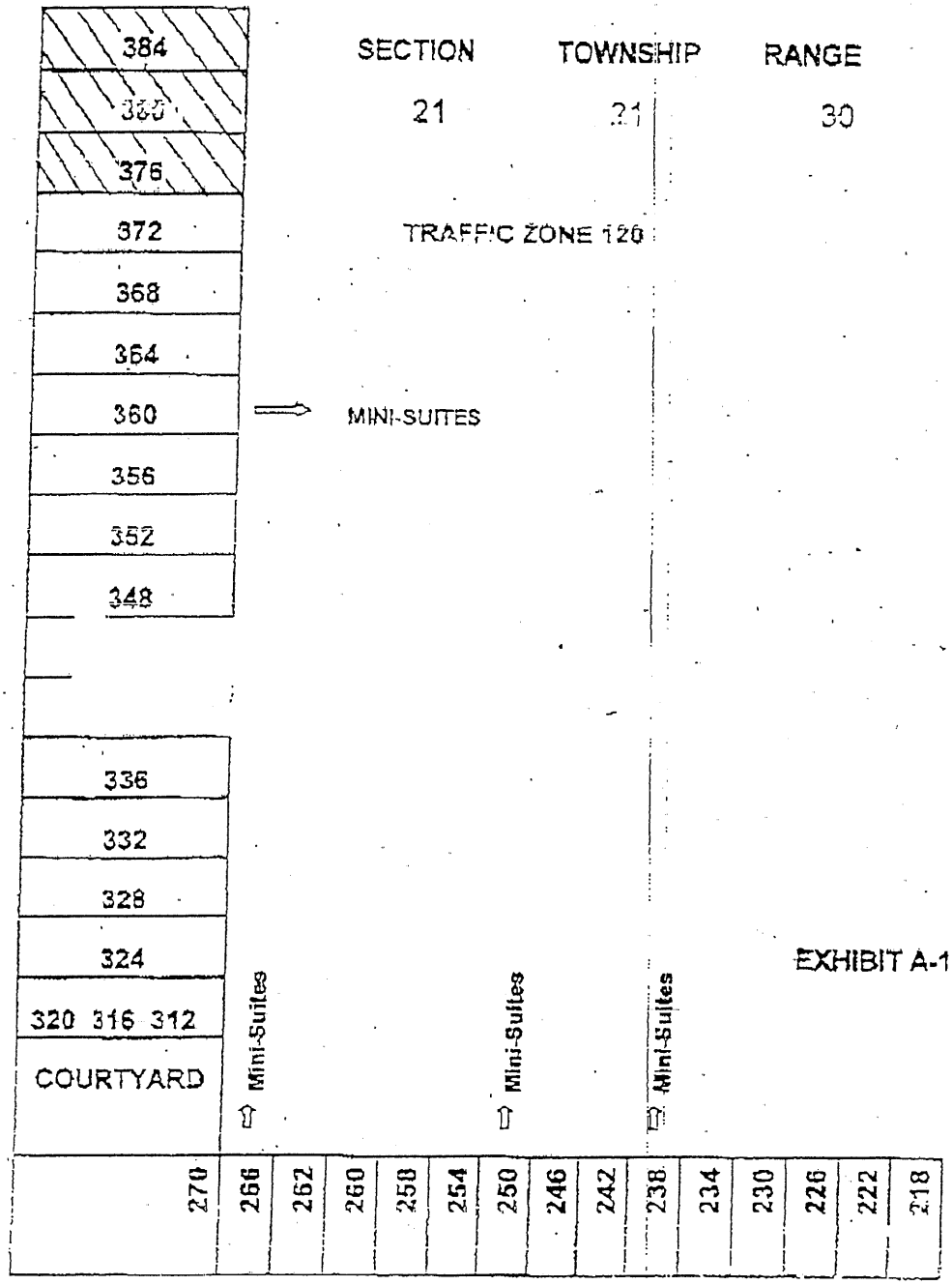
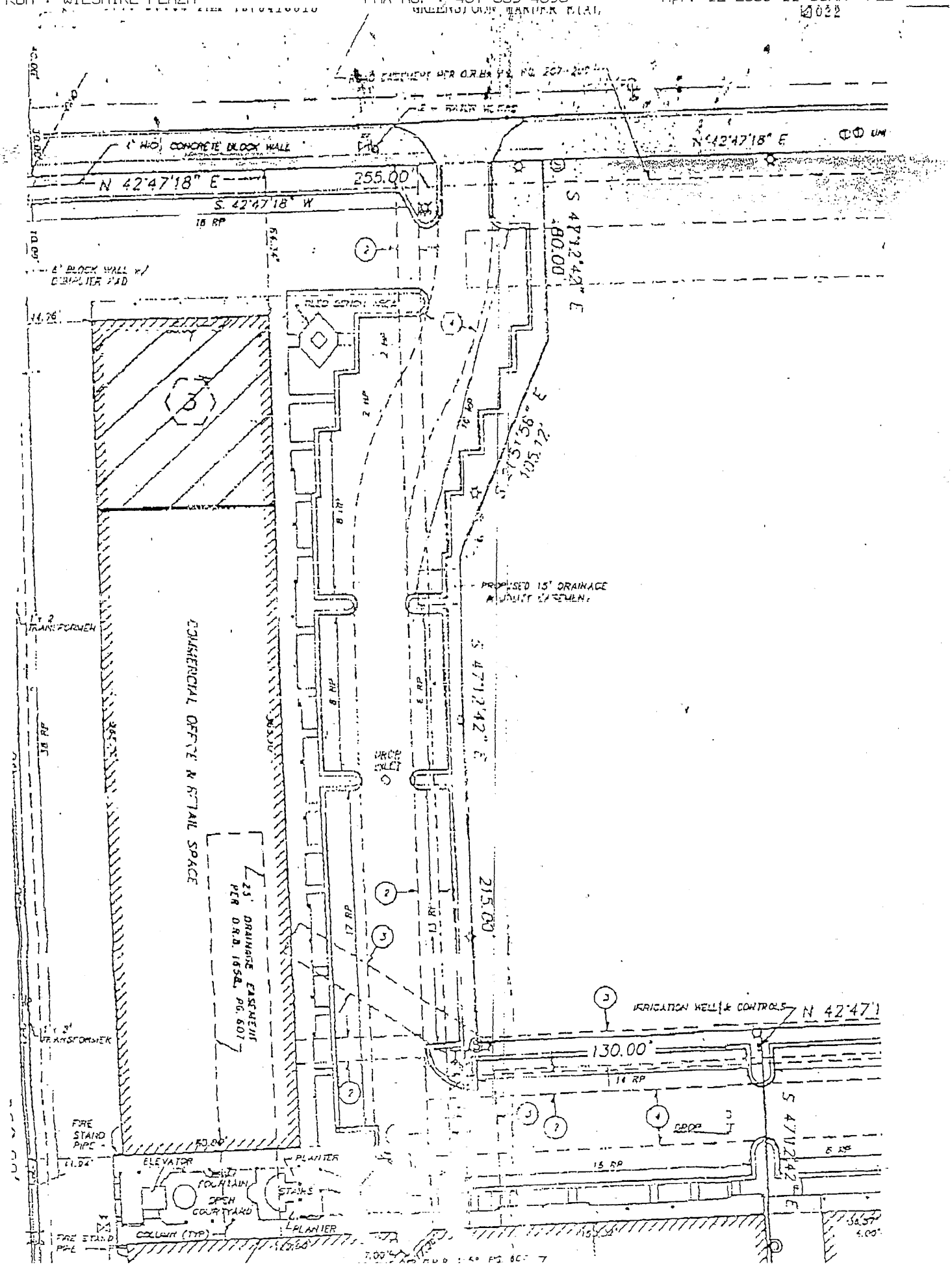
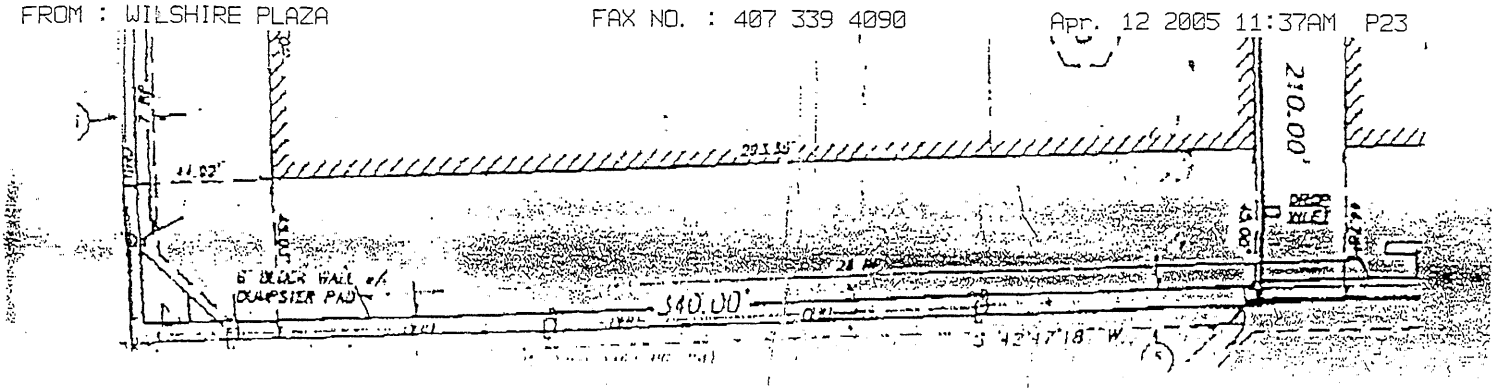


EXHIBIT A-1


N 42°47'18" E
255.00'
S. 42°47'18" W
N 42°47'18" E
S 47°12'42" E
80.00'
COMMERCIAL OFFICE & RETAIL SPACE
PROPOSED 15' DRAINAGE & UTILITY EASEMENT
S 47°12'42" E
215.00'
25' DRAINAGE EASEMENT PER O.R.B. 1654, PG. 607
IRRIGATION WELL & CONTROLS
130.00'
S 47°12'42" E
ELEVATOR
FOUNTAIN
OPEN COURTYARD
PLANTER
STAIRS
COLUMN (TYP)
FIRE STAND PIPE


210.00'
340.00'
6' BLOCK WALL w/
DUMPSTER PAD

FIRST RENEWAL TO
WILSHIRE PLAZA, PHASE II LEASE

THIS RENEWAL is made and entered into this 23 day of May, 2007 and is to that certain Lease made and entered into on May 12, 2005, between **CRYSTAL BAY CLUB, LTD.**, whose address is 336 Wilshire Boulevard, Casselberry, Florida 32707, hereinafter referred to as "LESSOR," 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 "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above-referenced Lease on May 12, 2005, for lease of the building known as Wilshire Plaza, Phase II, located at 336 Wilshire Boulevard, Casselberry, Florida; and

WHEREAS, the parties desire to renew the Lease so as to enable both parties to continue to enjoy the mutual benefits it provides,

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

1. **RENEWAL.** The Lease is hereby renewed for the term of two (2) years from October 1, 2007 through September 30, 2009, unless terminated sooner as provided for therein and may, at the option of the parties be renewed for one (1) additional two-year term.

2. **RENT.** As set forth in Section 3(b)(2)(A) of the Agreement dated May 12, 2005, LESSEE shall pay to the LESSOR as rent for the first one-year renewal term beginning October 1, 2007 and ending September 30, 2008, the sum of SEVEN THOUSAND ONE HUNDRED SIXTY NINE AND 43/100 DOLLARS ($7,169.43) per month (which is TWELVE AND 03/100 DOLLARS ($12.03) per square foot).

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cohen
DEPUTY CLERK

As set forth in Section 3(b)(2)(B) of the Agreement dated May 12, 2005, LESSEE shall pay to the LESSOR as rent for the second one-year renewal term beginning October 1, 2008 and ending September 30, 2009, the sum of SEVEN THOUSAND THREE HUNDRED EIGHTY FOUR AND 51/100 DOLLARS ($7,384.51)per month (which is TWELVE AND 39/100 DOLLARS ($12.39) per square foot).

3. Except as herein modified, all terms and conditions of the Lease dated May 12, 2005 shall remain in full force and effect for the term of this Renewal as originally set forth in said Lease.

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

CRYSTAL BAY CLUB, LTD.

Witness

Print Name Aileen M. Yates

Witness

Print Name Joyce Morris

By: _____
CARL D. BAUER, CPM

Date: 5/4/2007

ATTEST:

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.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: 5-23-07

As authorized for execution
by the Board of County Commissioners
at their 22 May, 2007
regular meeting.

AEC/KFT/jjr
4/23/07
P:\Users\jroyal\Administrative Services\Wilshire Plaza-Phase II-1st Renewal.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Committee on Aging

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin **EXT:** 2302

MOTION/RECOMMENDATION:
Approve the reappointment of three (3) members to the Committee on Aging.

County-wide Michele Saunders

BACKGROUND:

On May 6, 2008, the Board of County Commissioners adopted a Resolution amending Section 4.6 of the Seminole County Administrative Code (Code) which established the Committee on Aging (Committee).

These following members were appointed to the Committee in accordance with the guidelines established by the Code. The initial term of the members are staggered for one (1), two (2), or three (3) year terms. At end of the initial term, members will be eligible for appointment to a full two (2) year term. All terms will run from July - June.

The Committee has three (3) representatives which fall under the one (1) year initial term and have expressed interest in reappointment for an additional two (2) year term, which term would commence July 1, 2009 .

- Local Law Enforcement, - Dottie Burkett, Elder Services, Seminole County Sheriff's Office
- Local Senior Initiatives – Marsha Lorenz, President & CEO, Visiting Nurse Association/CCE
- Housing Industry – Robert Kinney, Central Florida housing consultant.

In addition, the Committee on Aging has endorsed the three (3) representatives to be reappointed pending the Board of County Commissioners' approval.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the reappointment of the three (3) members to the Committee on Aging.

ATTACHMENTS:

1. 2009 Administrative Code 4.6
2. List of members for Renewal

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.6 COMMITTEE ON AGING

A. PURPOSE. The Seminole County Committee on Aging is established to provide input and recommendations to the Board of County Commissioners regarding issues, policies, and services which will promote and enhance the quality of life for senior residents of Seminole County.

B. DUTIES/RESPONSIBILITIES. The Committee on Aging shall have the following duties and responsibilities:

(1) Identify issues that are of special concern to the senior residents of Seminole County;

(2) Prepare reports, recommendations, and presentations to the Board of County Commissioners to include, but not be limited to, service inventory and gaps, funding, and essential policies consistent with the Seminole County Strategic Plan;

(3) Establish working relationships with all senior related programs, agencies, and centers that provide services to County residents;

(4) Establish By-Laws to govern their work;

(5) Elect a Chairperson and Vice-Chairperson annually; and

(6) Establish Standing and Ad-Hoc Committees, as necessary, to fulfill their purpose and enhance service to the community.

C. MEMBERSHIP STRUCTURE.

(1) Requirements. The Committee on Aging shall have a nine (9) member board consisting of representatives of the groups listed below. Committee members shall be appointed by the Board of County Commissioners for terms of two (2) years commencing July 1 of each calendar year. No member may serve more than three consecutive terms. If a member is appointed to complete a term due to a vacancy, that member shall be eligible to serve an additional three complete terms. The initial term of the members will be staggered and be for one (1), two (2), or three (3) years as indicated:

(a) <u>One (1) year initial terms:</u>

Local Law Enforcement	One (1) member
Local Senior Initiatives (examples)	One (1) member

- Seminole Volunteers
- Visiting Nurses

- Meals on Wheels

Housing Industry	One (1) member

(b) Two (2) year initial terms:

Faith Based Organizations	One (1) member
Local Senior Residents	One (1) member *
State Attorney's Office	One (1) member

(c) Three (3) year initial terms:

Local Area Agency on Aging	One (1) member
Local Senior Residents	One (1) member *
Health Care Interest (examples)	One (1) member

- Local Hospitals
- East Central Florida Health Planning Council
- Health Department

* There are a total of two (2) Local Senior Resident Members; one begins with a two (2) year initial term and the other begins with a three (3) year initial term.

(2) The Department of Community Services, Division of Community Assistance shall provide administrative support and serve as the BCC liaison to the Committee. The Department shall accept nominations from representative agencies, community groups, and by the Committee on Aging itself. At such time as appointments are required to be made, the Department shall bring forward to the Board of County Commissioners, on its agenda, nominees for appointment.

D. LEGAL ISSUES

(1) Financial Disclosure is not required

(2) Loyalty Oath is not required.

(3) Sunshine and Public Records laws apply to the meetings and records of the Committee.

(4) Membership on the Committee does not constitute an office for purposes of the constitutional prohibition on dual office holding.

F. AUTHORITY. Resolution 2008-R-_____

Exhibit A

Committee on Aging

Nominees for appointment:

*One (1) year initial term:
- Local Law Enforcement
  - Dottie Burkett, Elder Services, Seminole County Sheriff's Office
- Housing Industry
  - Robert Kinney, Executive Director of Habitat Seminole
- Local Senior Initiative
  - Marsha Lorenz, President & CEO, Visiting Nurse Association/CCE

*Two (2) year initial term:
- Faith Based Organization
  - Angie Romagosa, President, The Sharing Center
- Local Senior Resident
  - Henry Scarfo, Managing Director, Westford Academy
- State Attorney's Office
  - Lymary Munoz, Assistant State Attorney

*Three (3) year initial term:
- Local Area Agency on Aging
  - Randy Hunt, CEO, Senior Resource Alliance
- Local Senior Resident
  - Walt Willis, Facilitator, Neighborhood Associates, Inc.
- Health Care Interest
  - Dr. Karen Van Caulil, Exec. Director, Health Council of East Central Florida

*At end of the initial term, members are eligible for appointment for a full three (3) year term. All terms will run from July – June.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sale of Heart to Heart facility (a/k/a Lisa Merlin House) to the Center for Drug-Free Living

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve and authorize Chairman to sign and execute the Agreement for Assumption of Mortgage and the Second Amendment to Agreement, to allow the conveyance of the former Lisa Merlin House to the Center for Drug Free Living, Inc.

District 4 Carlton D. Henley Buddy Balagia

BACKGROUND:

In 2006 the Board of County Commissioners (Board) provided HOME and SHIP funding to construct a residential facility in Casselberry to house and treat chemically-dependent women with children, then known as the Lisa Merlin House. Now named (and managed by) Heart to Heart: A Community Care Home, Inc., Heart to Heart desires to sell the facility to the Center for Drug Free Living, Inc, based in Orlando.

The facility will retain its original purpose, as required by the HOME Program. The conveyance of the property requires:

- Amending the original tri-party agreement between the County, Heart to Heart, and the Center for Affordable Housing, which was the original developer.
- Executing an Agreement for Assumption of Mortgage, allowing the title transfer.

The two documents are attached for the Board's execution. Once these documents are executed, a Warranty Deed will be executed to convey ownership to the Center for Drug Free Living. Community Assistance staff will continue to monitor the facility through June, 2026.

STAFF RECOMMENDATION:

Approve and authorize Chairman to sign and execute the Agreement for Assumption of Mortgage and the Second Amendment to Agreement, to allow the conveyance of the former Lisa Merlin House to the Center for Drug Free Living, Inc.

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:

- [x] County Attorney Review (Arnold Schneider)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)

SECOND AMENDMENT TO AGREEMENT
SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC. FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005

THIS SECOND AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2008, by and among **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", **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose mailing address is 2524 South Park Drive, Sanford, Florida 32773, hereinafter referred to as "CENTER", **HEART TO HEART: A COMMUNITY CARE HOME, INC.**, f/k/a Lisa Merlin House, Inc. or "MERLIN", a non-profit Florida corporation, whose address is 96 Plumosa Avenue, Casselberry, Florida 32707, hereinafter referred to as "HEART", and **THE CENTER FOR DRUG FREE LIVING, INC.,** a Florida non-profit corporation, whose address is 3670 Maguire Boulevard, Orlando, Orlando, Florida 32803, hereinafter called "CFDFL".

W I T N E S S E T H:

WHEREAS, COUNTY, CENTER AND HEART entered into that certain SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement Among Seminole County, The Center for Affordable Housing, Inc. and Lisa Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and 2004-2005 and exhibits thereto, dated May 12, 2005 and recorded in Official Records Book 5734, Pages 1442 through 1488, inclusive, Public Records of Seminole County, Florida as amended by that

First Amendment to said Agreement dated June 28, 2006 (collectively hereinafter referred to as the "Agreement"); and

WHEREAS, the parties hereto have determined that an assignment of HEART's duties and responsibilities under the Agreement to CFDFL, and CFDFL's assumption thereof, represents the best option for the continued use of the Project at its full potential for achieving the Affordable Housing Purposes; and

WHEREAS, COUNTY has contemporaneously herewith given its approval for CFDFL's assumption of the Mortgage securing the Project and desires to evidence its approval of the assignment and assumption of the Agreement by CFDFL in accordance with section 15 thereof; and

WHEREAS, the parties agree that CENTER has heretofore completed its responsibilities as Project Developer under the Agreement; does not participate in the ongoing management and operations of the facilities comprising the completed Project and no longer needs to be a party to the Agreement; and

WHEREAS, COUNTY, after consideration of other potential service providers, finds and determines that CFDFL possesses the best combination of professional services personnel, financial and other resources to continue meeting the Affordable Housing Purposes of the Project; and

WHEREAS, section 26 of the Agreement requires that any changes to the material terms thereof requires a formal, written amendment, executed by the parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable 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 form a material part of this Second Amendment to the Agreement upon which the parties have relied.

Section 2. Assignment/Assumption of Agreement and Substitution of Parties. HEART and CENTER hereby assign to CFDFL all of their rights, duties and obligations under the Agreement. CFDFL hereby accepts and assumes responsibility for performance of each and all of the terms of the Agreement, the several Exhibits thereto as they have been amended from time to time and subjects itself as the party against whom enforcement of any and all of the covenants thereof may be brought by interested persons. Accordingly, CFDFL shall be substituted for MERLIN and CENTER as a party to the Agreement and in every reference thereto in the Agreement. CFDFL expressly and without reservation or qualification affirms that it will indemnify and hold harmless the COUNTY in accordance with section 13 of the Agreement.

Section 3. Termination of The Center for Affordable Housing, Inc. as a Party To The Agreement. The parties agree that CENTER has satisfactorily performed those enumerated services in the Agreement related to Project Development to the point of the Project's commencement of operations. The parties further agree that by virtue of CENTER's earlier conveyance of the completed Project to HEART, that

CENTER has no further responsibilities for the development, start-up, operation, management or funding of the Project. Accordingly, the parties agree that upon complete execution of this Second Amendment, CENTER shall no longer be a party to the Agreement and shall be released from any continuing responsibilities for performance and any rights or privileges it enjoyed under the Agreement, it being expressly understood that all of such rights, privileges and responsibilities shall inure to CFDFL.

Section 4. COUNTY Approval of Assignment and Assumption of Agreement and Substitution of Party. Pursuant to section 15 of the Agreement, COUNTY hereby approves, ratifies and confirms the release of CENTER as a party to this Agreement and the substitution of CFDFL in place of HEART and CENTER as the party to whom COUNTY can expect full performance of the Agreement. Accordingly, COUNTY agrees to HEART's assignment to and assumption by CFDFL of the Agreement including all Exhibits thereto.

Section 5. Adherence to Agreement Restrictive Use Covenant. CFDFL states that its officers and directors have read and understand the Agreement and the Amended Restrictive Use Covenant relating to the Project which is recorded in Official Records Book 6402, Pages 0348 through 0350, inclusive, of the Public Records of Seminole County, Florida; that it expressly agrees to each and every performance covenant thereof and that it shall have full responsibility and liability for strict compliance with the terms thereof.

Section 6. Amendments to Sections 2(c) and (e) of the Agreement. The definitions contained in sections 2(c) and (e) of the Agreement are hereby amended to better reflect the COUNTY's current organizational structure and shall henceforth read as follows:

(c) ~~"CD Administrator" means the Community Resources Division Manager or their designee~~ "CS Administrator" means the COUNTY's Community Services Director, the Community Assistance Division Manager or his/her designee.

(e) "County Approval" means written approval by the Community Services Director, the Community Assistance Division Manager or ~~their designee~~ the Board of County Commissioners as may be required.

Section 7. Amendment to Section 23 of the Agreement. By virtue of the substitution of parties to this Agreement, section 23 "Notice" is hereby amended to read as follows:

Section 23. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

~~CD Administrator~~
~~1101 E. First Street~~
~~Sanford, FL 32771~~

CS Administrator
Community Services Department
534 W. Lake Mary Boulevard
Sanford, Florida 32773

~~**For CENTER:**~~

~~Director~~
~~The Center for Affordable Housing~~
~~2524 S. Park Drive~~
~~Sanford, FL 32773~~

~~**For MERLIN:**~~

~~Lisa Merlin, Registered Agent~~
~~3101 North Pine Hills Road~~
~~Orlando, FL 32808~~

For CFDFL:

President/Director
The Center For Drug Free Living, Inc.
P.O. Box 538350
Orlando, FL 32853

The parties may change, by written notice to the other party, the address or person for receipt of notice without the need for formal amendment to this Agreement. Such notice shall be sent by first class United States Mail and shall be deemed received and effective on the third business day after mailing. Copies of such notice shall be attached to each party's copy of the Agreement upon receipt.

Section 8. Addition of new Section 29 to the Agreement. There is hereby added a new section 29 to the Agreement as follows:

Section 29. Equal Opportunity Employment. CFDFL agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 9. Effect of Second Amendment on Agreement. Upon approval by all parties, this Second Amendment shall become an integral part of the Agreement itself. All provisions and covenants of the Agreement not expressly amended or superseded by this instrument shall continue in full force and effect for the duration of the Agreement. The term of this Second Amendment shall be the same as that for the Agreement as expressly stated therein. Each party shall attach its copy of this Second Amendment to its copy of the Agreement.

Section 10. Conditions Precedent. The parties hereto each represent to the other that they have done all things necessary as conditions precedent to the execution of this instrument and that the persons whose signatures appear below have the legal authority to execute same on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

GABRIELLA COULTER, Secretary

[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By: Stephen R. Cold

STEPHEN COLD, President

Date: 4.29.09

ATTEST:

JOAN RANDOLPH, Secretary

[CORPORATE SEAL]

HEART TO HEART: A COMMUNITY CARE HOME, INC. (f/k/a Lisa Merlin House, Inc.)

By: Ellen T. Parcell

ELLEN T. PARCELL, CEO

Date: 4-13-2009

(SIGNATURES AND ATTESTATION CONTINUED ON FOLLOWING PAGE)

ATTEST:

THE CENTER FOR DRUG FEEE LIVING, INC.

By: _____
RICHARD JACOBS, President

JOSEPH GOLDSTEIN, Secretary

[CORPORATE SEAL]

Date: 4.16.09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

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This document was prepared by:
Arnold W. Schneider, Esq.
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Seminole County Community Assistance Division
534 W. Lake Mary Blvd.
Sanford, FL 32773

AGREEMENT FOR ASSUMPTION OF MORTGAGE

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and among **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "MORTGAGEE", **HEART TO HEART: A COMMUNITY CARE HOME, INC.**, f/k/a Lisa Merlin House, Inc., a non-profit Florida corporation, whose address is 96 Plumosa Avenue, Casselberry, Florida 32707, hereinafter referred to as "MORTGAGOR", and **THE CENTER FOR DRUG FREE LIVING, INC.,** a Florida non-profit corporation, whose address is 3670 Maguire Boulevard, Orlando, Florida 32803, hereinafter called "ASSUMPTION MORTGAGOR".

W I T N E S S E T H:

WHEREAS, THE CENTER FOR AFFORDABLE HOUSING, INC., a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32773, (the "CENTER") executed and delivered to MORTGAGEE that certain Seminole County SHIP/HOME Program Mortgage Deed and Seminole County Affordable Housing Program Deferred Payment Promissory Note in the amount of FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($515,000.00) which instruments are recorded together in Official

Records Book 5356, Pages 0403 through and including 0409 of the Public Records of Seminole County, Florida and subsequently amended by that corrective Amended Mortgage Deed and Amended Deferred Payment Promissory Note recorded in Official Records Book 5734, Pages 1477 through 1485, inclusive, Public Records of Seminole County, Florida (collectively, the "Mortgage"); and

WHEREAS, the Mortgage was subsequently assumed by MORTGAGOR pursuant to that certain Agreement for Assumption of Mortgage recorded in Official Records Book 6500, Pages 1377 through 1384, inclusive of the Public Records of Seminole County, Florida; and

WHEREAS, the Mortgage creates a first mortgage encumbrance of that certain parcel of real property located at 96 Plumosa Avenue, Casselberry, Florida, the legal description and parcel identification number for which are as follows:

LOT 1, PLAT OF LISA MERLIN HOUSE, INC., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 08-21-30-535-0000-0010

(the "Property"); and

WHEREAS, the CENTER, MORTGAGOR and MORTGAGEE heretofore entered into that certain SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement Among Seminole County, The Center for Affordable Housing, Inc. and Lisa Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and 2004-2005, recorded in Official Records Book 5734, Pages 1442-1488, both inclusive of the Public Records of Seminole County, Florida, as amended by that certain First Amendment to said Agreement dated June 28, 2006 (collectively, the "Agreement"), wherein the parties agreed upon the eventual conveyance of title to the

Property and assumption of the Mortgage and Note by MORTGAGOR; and

WHEREAS, MORTGAGOR, MORTGAGEE and ASSUMPTION MORTGAGOR have agreed to allow ASSUMPTION MORTGAGOR to take fee simple title to the Property, to assume MORTGAGOR's obligations under the Mortgage and the Agreement as the best means to assure continued full utilization of the Property for the restricted use purposes specified in said instruments,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable 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 form a material part of the agreement upon which the parties have relied.

Section 2. Agreement to Assume Mortgage and Note by ASSUMPTION MORTGAGOR. ASSUMPTION MORTGAGOR hereby assumes all rights, duties and obligations and responsibilities for performance of the Mortgage commencing upon the date of execution of this Assumption Agreement, including the following:

(a) Timely making all payments of principal and interest when due as well as penalties, if any; and

(b) Make all payments when due for insurance, taxes and any other payments required by the Mortgage instruments; and

(c) Faithful performance of all other covenants, terms and conditions of the Mortgage and the Agreement as though the ASSUMPTION MORTGAGOR were the original Mortgagor and Maker of said instruments; and

(d) Consideration for the assumption of the Mortgage shall be: (i) the MORTGAGOR's conveyance of fee simple interest in the Property to ASSUMPTION MORTGAGOR contemporaneously with the execution of this

Assumption Agreement; (ii) MORTGAGEE's approval of the transactions; and (iii) ASSUMPTION MORTGAGOR's agreeing to be subject to MORTGAGEE's continuing enforcement of the Property's use restrictions of record; and

(e) ASSUMPTION MORTGAGOR shall indemnify and hold MORTGAGOR harmless from any and all loss or damage under the Mortgage caused by ASSUMPTION MORTGAGOR's default under said instruments or the Agreement.

Section 3. Warranties and Representations of MORTGAGOR.

(a) The principal amount due under the Mortgage and Note was at the time of origination and does now remain at FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($515,000.00).

(b) MORTGAGOR has not heretofore transferred, assigned or otherwise conveyed its interests under the Mortgage and has done all things necessary as conditions precedent to the assignment of said instruments.

(c) There is not now any default under the Mortgage and promissory note secured thereby. To the best of MORTGAGOR's knowledge, there is not now threatened or pending any action or litigation affecting the Mortgage's legality, the first mortgage priority security interest enjoyed by the MORTGAGEE, or enforceability of the Mortgage, the subject promissory note or any part thereof, alleging any event of default on the part of MORTGAGOR or seeking to accelerate or demand payment under said instruments.

Section 4. Warranties and Representations of MORTGAGEE.

(a) MORTGAGEE has not heretofore assigned, transferred or otherwise conveyed its interest under the Mortgage.

(b) MORTGAGEE hereby agrees and consents to the assignment of the Mortgage and Note by MORTGAGOR to ASSUMPTION MORTGAGOR and the latter's

assumption thereof.

(c) MORTGAGEE shall henceforth look solely to ASSUMPTION MORTGAGOR for performance and required payments under the Mortgage and Note.

(d) MORTGAGEE hereby reaffirms that the covenants relative to deferred payment and forgiveness of the amounts due under the Mortgage and Note and adherence to the Affordability Period requirements provided for therein shall continue in full force and effect with respect to ASSUMPTION MORTGAGOR.

Section 5. Other General Covenants.

(a) ASSUMPTION MORTGAGOR shall have no right to assign the Mortgage and Note to any other party in the absence of the express, written consent of MORTGAGEE, anything else in said instruments or in the Agreement to the contrary notwithstanding.

(b) This Assumption Agreement shall only be amended by a written instrument among the parties hereto and executed with the same formalities as this instrument and recorded in the official land records of Seminole County, Florida.

(c) This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between or among the parties relating to the subject matter of this Assumption Agreement.

(d) All parties hereto each represent to the other parties that they have performed all things legally necessary as conditions precedent to entering into this Assumption Agreement and the person whose signatures appear below have the legal authority to execute this instrument on behalf of their respective entities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:

ATTEST:

JOSEPH GOLDSTEIN, Secretary

[CORPORATE SEAL]

THE CENTER FOR DRUG FREE LIVING, INC.

By: _____
RICHARD JACOBS, President

Date: 4.16.09

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 16th day of April, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD JACOBS, as President and JOSEPH GOLDSTEIN, as Secretary of The Center for Drug Free Living, Inc., a non-profit corporation organized under the laws of the State of Florida, [X] who are personally known to me or [ ] who have produced _____ and _____, respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

GLORIA MOSBY
Comm# DD0461736
Expires 8/25/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

NOTARY SEAL

Print Name Gloria Mosby
Notary Public in and for the County and State Aforementioned

My commission expires: 8.25.2009

(SIGNATURES AND ATTESTATION CONTINUED ON FOLLOWING PAGE)

ATTEST:

HEART TO HEART: A COMMUNITY CARE HOME, INC.

JOAN RANDOLPH, Secretary

By: ELLEN T. PARCELL, Chief Executive Officer

[CORPORATE SEAL]

Date: 4-13-09

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 13 day of April, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ELLEN T. PARCELL, as Chief Executive Officer and JOAN RANDOLPH, as Secretary of Heart To Heart: A Community Care Home, Inc., a non-profit corporation organized under the laws of the State of Florida, [ ]who are personally known to me or[ ]who have produced R534-483-51-874-0 and P624-218-48-751-0 respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

JACQUELYN ROBBINS
Notary Public - State of Florida
My Commission Expires Jun 25, 2010
Commission # DD 567770
Bonded By National Notary Assn.
NOTARY SEAL

Print Name Jacquelyn Robbins
Notary Public in and for the County and State Aforementioned

My commission expires: 6/25/10

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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.

County Attorney

By: BOB DALLARI, Chairman

Date:

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

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Habitat for Humanity Pear Avenue Project -- Release of Bond

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Bond Release related to the Pear Avenue Developer's Agreement, completed by Habitat for Humanity in Seminole County, Inc.

District 5 Brenda Carey Buddy Balagia

BACKGROUND:

On November 15, 2007 the Board awarded $600,000 to Habitat for Humanity in Seminole County, Inc. (Habitat) to produce five (5) new owner-occupied single family housing units on Pear Avenue in Sanford. The units were completed and occupied by June 30, 2008, and accompanying infrastructure improvements were completed by September 30, 2008.

The respective Developer's Agreement required Habitat to purchase a performance bond, and the bonding company is now requesting that the bond be released. All improvements have been satisfactorily completed and are currently in use (the infrastructure is under the City of Sanford's maintenance plan).

Staff requests that the Board release the bond.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Bond Release related to the Pear Avenue Developer's Agreement, completed by Habitat for Humanity in Seminole County, Inc.

ATTACHMENTS:

1. Bond Release

Additionally Reviewed By:

- [x] County Attorney Review (Arnold Schneider)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)

Date: June 23, 2009

RELEASE

Travelers Casualty & Surety Company of America issued a Subdivision Bond (Bond No. #*105005056*) in the amount of $250,000 (the "Bond") at the request of the Seminole County Habitat for Humanity *Principal Name*, as Principal, for the benefit of Seminole County Board of County Commissioners, as obligee ("Obligee").

Effective September 30, 2008, Obligee hereby fully and unconditionally discharges and releases the Bond and releases *Travelers Casualty & Surety Company of America*, its parents, affiliates and subsidiaries ("Travelers") from any and all past, present and future liability under said Bond. Contemporaneous with the execution of this Release the Bond is discharged and the Obligee shall return the original Bond to Travelers and Obligee hereby surrenders any and all rights associated with the Bond. The undersigned warrants that he or she has the authority to execute this Release on behalf of the Obligee and to bind the Obligee hereunder.

_____

Bob Dallari, Chairman
Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2009 Independent Softball Association Tournaments Agreement

DEPARTMENT: Economic Development **DIVISION:** Tourism Development

AUTHORIZED BY: William McDermott **CONTACT:** Fran Sullivan **EXT:** 2906

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement with Orlando-Cocoa ISA for the 2009 ISA Softball Tournaments in the amount of $9,000.00

County-wide William McDermott

BACKGROUND:

Orlando-Cocoa ISA has had a successful history of staging regional and national events in Seminole County since 1999, and has received TDC funding since 2003. In FY 2007-08, the Tourist Development Council recommended funding up to $17,000 for five (5) events. The County's actual expenditure was $4,500 for two (2)events, which generated 186 room nights and total economic impact of $164,664.

Funds will be used to place the bid guarantee for two (2) events to be held at the Seminole County Softball Complex. Each event is two days in length. Orlando-Cocoa ISA estimates a minimum of 400 room nights from two events, with estimated total direct economic impact of $357,050.

The Tourist Development Council supports this expenditure, and funds are appropriated in Tourism Development's FY 2008-09 promotional budget.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute an agreement with Orlando-Cocoa ISA for the 2009 ISA Softball Tournaments in the amount of $9,000.00.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- [x] Budget Review (Angela Singleton, Lisa Spriggs)
- [x] County Attorney Review (Ann Colby)

2009 INDEPENDENT SOFTBALL ASSOCIATION TOURNAMENTS AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20___, by and 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 "COUNTY", and **ORLANDO-COCOA ISA,** whose address is 1035 Kerwood Circle, Oviedo, Florida 32765, hereinafter referred to as the "ORLANDO-COCOA".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums or auditoriums within the boundaries of the COUNTY's special taxing district in which the tax is levied; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as operational funds to host ISA Softball Tournaments to be held at the Seminole County Softball Complex Stadium on July 18-19 and August 29-30, 2009; and

WHEREAS, the COUNTY desires to reimburse ORLANDO-COCOA for the tournament guarantee placed with the Independent Softball Association to

secure these Tournaments for the Stadium,

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and ORLANDO-COCOA agree as follows:

Section 1. Term. The term of this Agreement is the date it is executed by the parties through September 30, 2009.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of the COUNTY, immediately in the event that ORLANDO-COCOA fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ORLANDO-COCOA after ORLANDO-COCOA has received notice of termination. Upon said termination, ORLANDO-COCOA shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) ORLANDO-COCOA shall submit written proof to the COUNTY that the amount requested was in fact paid to the ISA as bid fees for Tournaments as listed in Exhibit "A".

(b) All promotional packages sent out by ORLANDO-COCOA for the Tournaments, as listed in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the COUNTY prior to distribution in order to qualify for reimbursement of the bid fee for the event promoted.

(c) ORLANDO-COCOA shall permit a third-party company, as designated by the COUNTY, to conduct on-site surveys during the ISA Softball Tournaments to coordinate the survey process. ORLANDO-COCOA

shall cooperate in making their Tournament accessible in whatever manner necessary for completion of the survey.

(d) After-Event preliminary statistics for room nights and economic impact must be submitted to the COUNTY no later than thirty (30) days after the Event.

(e) ORLANDO-COCOA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at ORLANDO-COCOA's Tournaments. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(f) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of the bid fee reimbursement rendered to ORLANDO-COCOA by the COUNTY pursuant to this Agreement.

Section 4. Liability and Insurance.

(a) **Liability.** COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of ORLANDO-COCOA, its officers, employees and agents in the performance of services provided hereunder

(b) **Insurance.**

(1) ORLANDO-COCOA shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). The COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. 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 ORLANDO-COCOA, ORLANDO-COCOA shall provide the COUNTY with a renewal or replacement

Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance 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. In lieu of the statement on the Certificate, ORLANDO-COCOA 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, ORLANDO-COCOA 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 ORLANDO-COCOA shall relieve ORLANDO-COCOA of ORLANDO-COCOA's full responsibility for performance of any obligation including ORLANDO-COCOA's indemnification of COUNTY under this Agreement.

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

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(B) In addition, such companies other than those authorized by Section 624.4621, 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.

(C) 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, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, ORLANDO-COCOA shall, as soon as ORLANDO-COCOA 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 ORLANDO-COCOA has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, ORLANDO-COCOA shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of ORLANDO-COCOA, ORLANDO-COCOA shall, at ORLANDO-COCOA's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of the Event and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(i) ORLANDO-COCOA's insurance shall cover ORLANDO-COCOA 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.

(ii) The minimum limits to be maintained by ORLANDO-COCOA (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(7) Coverage. The insurance provided by ORLANDO-COCOA 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 ORLANDO-COCOA.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

Section 5. Billing and Payment. The COUNTY hereby agrees to reimburse ORLANDO-COCOA up to a maximum sum of NINE THOUSAND AND NO/100 DOLLARS ($9,000.00) for placement of the tournament bid fees for the Tournaments listed in Exhibit "A" to this Agreement. Said funds are reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit "B", from ORLANDO-COCOA requesting all or part of the above amount. The Request for Funds Form shall be completed properly and documentation attached including original or copies of invoices and copies of cancelled checks. Such request by ORLANDO-COCOA shall only be for the bids specifically provided for herein. Said Request for Funds Form shall be submitted no later than ninety (90) days after the final event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to ORLANDO-COCOA pursuant

to this Agreement.

(b) Verification by the Seminole County Economic Development/Tourism Director that ORLANDO-COCOA has placed the bid for which reimbursement is sought and has complied with all provision of this Agreement including reporting requirements;

(c) Payment requests shall be sent to:

Original: Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(d) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on the COUNTY resulting from the Event, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed and estimated goods and services expenditures.

(e) ORLANDO-COCOA is responsible for documenting the number of room nights actually utilized per event at each Seminole County hotel. ORLANDO-COCOA must have each hotel individually certify the actual number of rooms picked up by having the General Manager complete the Hotel Room Pickup Form, attached hereto and incorporated herein as Exhibit D. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the amount of reimbursement paid to ORLANDO-COCOA under this Agreement in the event the guaranteed room nights are not satisfied.

(f) Reimbursement shall be contingent upon ORLANDO-COCOA's compliance with requirements as stated in Exhibit A.

Section 6. Reporting Requirements. In the performance of this Agreement, ORLANDO-COCOA shall maintain books, records and accounts of

all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred as referenced in Exhibit A. ORLANDO-COCOA shall transmit and certify interim records with each Request for Funds Form submitted to the COUNTY.

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to ORLANDO-COCOA shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or consulting services, real property or capital improvements, interest reduction in deficits and liens, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit A.

Section 8. Unavailability of Funds. ORLANDO-COCOA acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to ORLANDO-COCOA as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ORLANDO-COCOA after ORLANDO-COCOA has received such notice of termination. In the event there are any unused COUNTY funds, ORLANDO-COCOA shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. ORLANDO-COCOA shall allow the COUNTY, its duly authorized agent and the public access to such of

ORLANDO-COCOA's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. ORLANDO-COCOA shall submit the original copies of the Request for Funds Forms, the Narrative Progress Report Form and any other required reports or correspondence to the following:

Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For ORLANDO-COCOA:

David Santiago
Orlando-Cocoa ISA
1035 Kerwood Circle
Oviedo, Florida 32765

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ORLANDO-COCOA shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ORLANDO-COCOA as provided hereinabove.

Section 15. Conflict of Interest.

(a) ORLANDO-COCOA 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 the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) ORLANDO-COCOA hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly in the business of ORLANDO-COCOA 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, ORLANDO-COCOA hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

_____, Secretary

ORLANDO-COCOA ISA

By: _____
DON STRATTON
Chief Corporate Officer

Date: 5-26-09

ATTEST:

_____
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.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

AEC/sjs
5/18/09
P:\Users\Legal Secretary CSB\Economic Development\2009 Independent Softball Assn Tournaments.doc

Attachments:
- Exhibit "A" - Project Description and Expenses
- Exhibit "B" - Request For Funds Form
- Exhibit "C" - Economic Impact Report Form
- Exhibit "D" - Hotel Room Pickup Form

EXHIBIT A

PART II APPLICATION FOR FUNDS
TOURIST DEVELOPMENT SPONSORSHIP
FY 2008-09

(1) NAME OF ORGANIZATION Orlando-Cocoa ISA

(2) NAME OF EVENT Independent Softball Association Softball Tournaments

(3) CONTACT PERSON David Santiago

(4) CONTACT PERSON E-MAIL isadavid45@aol.com

(5) COMPLETE ADDRESS OF ORGANIZATION: Independent Softball Association

STREET 1035 Kerwood Circle

CITY Oviedo ST FL ZIP 32765

PHONE: 407-971-8502 CELL: 407-427-4722 FAX: ___

(6) ORGANIZATION'S CHIEF OFFICIAL: David Santiago

TITLE: Florida State Director Address if different from above:

(same as above)

(7) INTENDED USE OF FUNDS: (Refer to Pages 6-7 – Authorized/Unauthorized Uses of Funds) Bid Guarantee

(8) AMOUNT REQUESTED $ 9,000 (for 2 events)

(9) IF ENTIRE REQUEST CANNOT BE FUNDED, CAN THE EVENT BE RESTRUCTURED FOR LESS FUNDING? ( ) YES (X) NO

II DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. **Use a separate sheet to complete these questions in detail.**

(1) What are your organization's goals and objectives?
The ISA was founded in 1982 in Shelbyville, Tennessee, by Larry Nash. ISA is one of four (4) major governing bodies of amateur softball in America. ISA organizes and sanctions competitive participation in various formats and classifications thought league and tournament place.
ISA's popularity has grown steadily throughout its history, with current registrations in excess of 15,000 teams, 2,000 umpires and a network in excess of 350 directors covering over 25 states, Canada and Mexico.

(2) What services does your organization provide?
Orlando-Cocoa ISA provides event management services for ISA (Independent Softball Association) Tournaments and Events.

(3) How will your organization monitor expenditure of funds?
David Santiago, Director, will monitor the expenditure of any funds awarded to the ISA Softball Championship events staged in Seminole County. In addition, Orlando-Cocoa ISA will adhere to the Tourist Development Request for Sponsorship Funds application in the expense of funds consistent with the terms of the agreement developed by Seminole County Government.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?
Orlando-Cocoa ISA, with assistance from the Central Florida Sports Commission, will develop a comprehensive registration package with information on local attractions, entertainment options and hotels in the area to attract teams and spectators to Seminole County from across the United States.

(5) What is your organization's experience in managing sponsorships and grants?
Orlando-Cocoa ISA has received funding from the Seminole County Tourism Development Council since 2002 for numerous events staged within the county. In 2008, Orlando-Cocoa ISA was awarded a $17,000 grant to stage several ISA Softball Championship events in Seminole County.

III EVENT INFORMATION (Use additional sheets where necessary.)

(1) EVENT NAME: Independent Softball Association Softball Tournaments

(2) TYPE OF EVENT: Adult & Youth Softball

(3) DATE OF EVENT: 7/18-7/19 8/29-8/30

(4) NUMBER OF DAYS: 2 days (Each Event) HOURS: FROM: 8 AM TO: 10 PM

(5) EVENT PROMOTER (IF OTHER THAN YOUR ORGANIZATION)

NAME OF PROMOTER Orlando-Cocoa ISA

COMPANY NAME David Santiago

ADDRESS: 1035 Kerwood Circle, Oviedo, FL 32765

PHONE and FAX (407) 427-4722 Fax(407)971-8507

(6) PROJECTED NUMBER OF LOCAL PARTICIPANTS, GUESTS AND MEDIA 345

(7) PROJECTED NUMBER OF OUT-OF-COUNTY PARTICIPANTS: 845

AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: 2 Days

(8) PROJECTED NUMBER OF OUT-OF-COUNTY GUESTS OF PARTICIPANTS: 690

AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: 2 Days

(9) PROJECTED NUMBER OF OUT-OF-COUNTY MEDIA/ Officials: 10

AVERAGE NUMBER OF DAYS STAY IN SEMINOLE COUNTY: 2 days

(10) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT **(The Eco Impact form for the application can be found on the website)**:

$ 357,050.00

(11) WHAT IS THE **GUARENTEED MINIMUM** NUMBER OF ROOM NIGHTS YOUR EVENT WILL BRING TO SEMINOLE COUNTY? 400 (Over the course of 2 events)

Note: This number is the minimum number of rooms that must be captured by the event and documented by submitting the Room Night Pick-Up Form (Exhibit D) within 90 days of the conclusion of the event. Failure to meet this minimum room night guarantee, the total amount of grant disbursement will be decided by the Seminole County CVB.

(12) PROVIDE A LIST OF OTHER EVENT SPONSORS AND THE AMOUNT(S) OF THEIR SPONSORSHIPS.

1. *See Below

(13) PROVIDE THE LOCATION, CONTACT NAME AND PHONE NUMBER FOR THE EVENT FOR THE

LAST THREE YEARS.

Don Stratton – Executive Director
863-519-7127

Locations: 2008- Auburndale, FL
2007- Ft. Lauderdale, FL
2006- Orlando, FL

(14) PLEASE PROVIDE DETAILS OF HOW THE EVENT WILL WORK.

Saturday- Play from 8:00am-10:00pm
Sunday- Play from 8:00am – 4:00pm

IV SPORTING EVENT (If Applicable)

(1) NAME OF SPORT/EVENT: Independent Softball Association Softball Tournaments

(2) LOCATION OF EVENT: (IF MORE THAN ONE, LIST ON SEPARATE SHEET.)

Seminole County Softball Complex

(3) TOTAL NUMBER OF FIELDS NEEDED: 5 each tournament

(4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: 5 each tournament

(5) NUMBER OF LIGHTED FIELDS REQUIRED: 5

(6) PROVIDE FIELD USE TIMES BY DAY. 8 am – 10 pm

(6) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):
None

V OTHER OUTDOOR EVENT:

(1) LOCATION AND SIZE OF EVENT VENUE:
Seminole Softball Complex – Varies Per Event

(2) SPECIAL SITE REQUIREMENTS: (none)

EVENT BUDGET SUMMARY

INCOME SOURCES:

TOURIST DEVELOPMENT TAX REQUEST $ 9,000

ADDITIONAL FUNDING SOURCES (Seminole County cannot be sole source.)

Easton/ Mizuno / 3-n-2 $ 18,000

ADStarr $ 3,500

_____ $ _____

TOTAL ADDITIONAL FUNDS $ $21,500

OTHER INCOME SOURCES

Sanction Fee's $ 1,000

Team Fee's $ 25,000

Merchandise $ 1,500

_____ $ _____

_____ $ _____

TOTAL OTHER INCOME $ 27,500.00

TOTAL INCOME ALL SOURCES $ 58,000.00

EVENT EXPENSES:

Provide an itemized summary indicating the intended use of TDC funds. Please be as explicit as possible, including intended publications, promotional materials, etc. and how much money will be expended (tentatively) for each category. Use additional sheets if necessary.

Intended Utilization of Tourist Tax Funds
(Please refer to authorized and unauthorized uses on page 6-7)

Bid Fee _____

Total Tourism Funds: $ 9,000

Other Event Expenses:

Site Fees - $6,000.00
Officials - $18,800.00
Awards - $15,000.00
Sanction Fees $1,000.00
Marketing/Promotion - $2,800.00
Administrative Cost - $3,000.00
Hospitality – $2,000

Total Projected Event Expenses: 57,600

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2008-09. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and complete.

Chief Corporate Officer

4/16/09

Date

Seal

Corporation Secretary

4/16/09

Date

EXHIBIT "B"
REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME_____

ORGANIZATION_____

STREET ADDRESS_____

CITY_____STATE_____ZIP_____

NAME OF CONTACT_____CONTACT TELEPHONE_____

CONTACT E-MAIL_____

EVENT DATE FROM_____TO_____

REQUEST # _____

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT $_____

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

(For Final Report only)
Please complete the following:

#of Hotels used_____

#of Hotel room nights_____

#of out-of-town participants_____

#of out-of-town fans_____

#of out-of-town media_____

Total direct economic impact $_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE_____TITLE_____

Exhibit C
Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant/spectator** days expected?		$ 143.00		$ -
How many **youth out-of state participant/spectator** days are expected?		$ 72.00		$ -
How many **adult in-state participant/spectator** days expected?		$ 125.00		$ -
How many **youth in-state participant/spectator** days are expected?		$ 63.00		$ -
How many **out-of state media/professional** days expected?		$ 143.00		$ -
How many **in state media/ professionals** expected?		$ 125.00		$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				$ -
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ -		1.5	$ -
Total earnings impact:	$ -		0.57	$ -
Total employment impact:	$ -	1,000,000	22	-
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ -		0.06	$ -
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ -	0.09653	$ -
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ -	$ -	0.01	$ -
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night
TOTAL HOTEL IMPACT:				$ -
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ -		0.05	$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				$ -

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				$ 8,000.00
How many **adult out-of state participant/spectator** days expected?		$ 143.00	2	$ -
How many **youth out-of state participant/spectator** days are expected?		$ 72.00	2	$ -
How many **adult in-state participant/spectator** days expected?	1235	$ 125.00	2	$ 308,750.00
How many **youth in-state participant/spectator** days are expected?	300	$ 63.00	2	$ 37,800.00
How many **out-of state media/professional** days expected?		$ 143.00	2	$ -
How many **in state media/ professionals** expected?	10	$ 125.00	2	$ 2,500.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				**$ 357,050.00**
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ 357,050.00		1.5	$ 535,575.00
Total earnings impact:	$ 357,050.00		0.57	$ 203,518.50
Total employment impact:	$ 357,050.00	1,000,000	22	7.86
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ 357,050.00		0.06	**$ 21,423.00**
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ 21,423.00	0.09653	**$ 2,067.96**
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ 357,050.00	$ -	0.01	**$ 3,570.50**
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night
TOTAL HOTEL IMPACT:	350	2	700	$79.00	**$ 55,300.00**
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ 55,300.00		0.05	**$ 2,765.00**
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				**$ 8,403.46**
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				**$ -**
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				**$ -**
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				**$ -**
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				**$ -**
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				**$ 8,403.46**

Exhibit D

SEMINOLE COUNTY CONVENTION & VISITORS BUREAU (CVB)

ROOM NIGHT PICKUP CERTIFICATION FORM

Request for Room Night Pick-UP

Attn: General Manager**, please provide the room night information for the event dates listed below **as soon as possible:

Hotel Name/ Location:_____

Contact Person:_____ **Phone:**_____

Group Name:_____

Event Name:_____

Event Dates:_____

I certify the organization/event listed above consumed the following room nights:

Total Number of Room Nights Picked up from Events _____

GM Signature:_____

The purpose of this form is to **certify the number of local hotel room nights** in **Seminole County attributable to this event.**

The Seminole County CVB reserves the right to unilaterally reduce the maximum amount of any grant awarded should the applicant's room night guarantee not be satisfied or documented with this Room Night Pick Up Certification Form.

Your cooperation in completing this form is greatly appreciated. For additional information please contact Sharon Sears, CVB Executive Director at (407) 665-2901.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approval of a Mitigation Purchase Agreement (MPA) for the Purchase of Wetland Mitigation Units by Seminole County in Conjunction with the Yankee Lake Surface Water plant 5.5 MGD Project

DEPARTMENT: Environmental Services **DIVISION:** Planning Engineering Inspections

AUTHORIZED BY: Joe Forte **CONTACT:** Carol Hunter **EXT:** 2021

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Mitigation Purchase Agreement (MPA) for purchase of wetland mitigation units by Seminole County in conjunction with the Yankee Lake Surface Water Plant 5.5 MGD Project from Hal. E Colbert, Co-Trustee, owner of the Colbert-Cameron Mitigation Bank.

District 5 Brenda Carey Carol Hunter

BACKGROUND:
This surface water plant construction project will provide reclaimed augmentation to the County's reclaimed system.

Construction is anticipated to start in the Fall of 2009. Funds are available in Capital Project Number 1816-01. The construction of this project will impact 6.1 acres of existing wetlands. In order to mitigate these impacts, Florida Department of Environmental Protection is requiring the purchase of 8 mitigation units at a cost of $50,000 per unit, totaling to $400,000.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Mitigation Purchase Agreement (MPA) for purchase of wetland mitigation units by Seminole County in conjunction with the Yankee Lake Surface Water Plant 5.5 MGD Project from Hal. E Colbert, Co-Trustee, owner of the Colbert-Cameron Mitigation Bank.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

WETLAND MITIGATION CREDIT PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between **WILLIAM L. COLBERT** as Managing Trustee of that certain trust known as Colbert/Cameron Trust No. 1 dated February 28, 1996, whose mailing address is Post Office Box 4848, Sanford, Florida 32772-4848, hereinafter referred to as the "SELLER", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, FL 32771, hereinafter referred to as the "BUYER".

W I T N E S S E T H:

WHEREAS, SELLER is engaged in the business of providing compensatory mitigation credits for projects requiring wetland mitigation for development; and

WHEREAS, BUYER needs to obtain compensatory wetland mitigation credits to meet regulatory obligations for its Regional Water Treatment Facility at Yankee Lake, Phase I, Permit ERP#59-0280741-001, issued by the State of Florida Department of Environmental Protection (FDEP), hereinafter referred to as the "PROJECT"; and

WHEREAS, SELLER is the owner of a wetland mitigation bank approved by the St. Johns River Water Management District (SJRWMD) (Ref: SJRWMD **Permit No. 4-127-0314M-ERP, hereinafter, "the mitigation bank")** incorporated herein by reference; and

WHEREAS, SELLER warrants that the mitigation bank has sufficient credits available to satisfy BUYER'S requirements for the PROJECT; and

WHEREAS, the PROJECT contains six and one tenth (6.1) acres of wetlands that FDEP requires to be mitigated by 8.0 mitigation credits, as a condition of permit issuance; and

WHEREAS, the BUYER agrees to purchase from the SELLER as 8.0 wetland mitigation credits for compensatory mitigation purposes, subject to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. PURCHASE OF WETLAND MITIGATION CREDITS. Subject to the conditions specified in this Agreement, SELLER shall convey to BUYER 8.0 wetland mitigation credits, required by FDEP as a condition precedent to issuing a permit to BUYER for construction of the PROJECT.

SECTION 2. PURCHASE PRICE. The purchase price for the 8.0 mitigation credits is a total of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00 calculated at the rate of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) per credit, payable within twenty (20) days of full execution of this Agreement. No additional payment shall be due from BUYER to SELLER for any management fee, any other regulatory requirements regarding use of the Mitigation Bank as compensatory mitigation for the PROJECT.

SECTION 3. SELLER'S ASSISTANCE. In consideration for the payment of the Purchase Price, SELLER shall be responsible for undertaking any and all actions necessary to accomplish the release by SJRWMD of the

8.0 wetland mitigation credits for the PROJECT. SELLER agrees to show to BUYER SJRWMD's confirmation of the release of the 8.0 wetland mitigation credits from the Mitigation Bank to the credit of SEMINOLE COUNTY for the PROJECT, within forty-five (45) days of BUYER's payment of the Purchase Price. SELLER agrees that if it is unable to perform this requirement, it shall refund the entire purchase price within sixty (60) days of BUYER's payment of the Purchase Price.

SECTION 4. REGULATORY APPROVAL OF THE MITIGATION BANK. SELLER warrants to BUYER, and BUYER relies on such warranty, that the Mitigation Bank is fully approved by the SJRWMD for issuance of the type of wetland mitigation credits that BUYER requires for the PROJECT.

SECTION 5. BUYER AND SELLER AUTHORITY. BUYER and SELLER warrant that each has the authority to sign this Agreement and bind itself to the terms herein.

SECTION 6. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

SECTION 7. AGREEMENT NOT RECORDABLE. This Agreement shall be recorded in the records of the Clerk to the Board of County Commissioners, however, not in the public land records of any county.

SECTION 8. EFFECTIVE DATE. This Agreement is effective on the date when the last of the parties executes this document.

SECTION 9. CALCULATION OF TIME. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays. Any time period ending on a Saturday, Sunday

or national legal holiday shall be extended until 5:00 p.m. of the next business day.

SECTION 10. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SECTION 11. SEVERABILITY. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 12. MODIFICATIONS OR AMENDMENTS IN WRITING. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herewith.

SECTION 13. BOARD OF COUNTY COMMISSIONER APPROVAL. This Agreement shall not be binding on BUYER unless and until approved by the Board of County Commissioners of Seminole County, Florida.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

Signed, sealed and delivered in the presence of:

WITNESSES:

SIGNATURE

FRANK C. WHIGHAM
PRINT NAME

SIGNATURE

MARY E. DECKER
PRINT NAME

SELLER

WILLIAM L. COLBERT, MANAGING TRUSTEE, Colbert / Cameron Trust No.1 dated February 28, 1996

DATED: June 15, 2009

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 15 day of June, 2009, by WILLIAM L. COLBERT, MANAGING TRUSTEE of the Colbert / Cameron Trust No. 1, dated February 28, 1996, ☐who is personally known to me or ☐who has produced _____ as identification.

NOTARY PUBLIC
Print Name
Notary Public in and for the County and State Aforementioned
My commission expires:

MARY E. DECKER
MY COMMISSION # DD 479819
EXPIRES: January 30, 2010
Bonded Thru Notary Public Underwriters

[Balance of this page intentionally blank; signatory page continues]

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

[Balance of this page intentionally blank]

MGM
06/15/09

P:\Users\lkennedy\My Documents\Environmental Services\purchase agt re yankee lake.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: ARRA: Assistance to Firefighters Fire Station Construction Program - Grant Applications

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero, Tad Stone **EXT:** 7125, 5001

MOTION/RECOMMENDATION:
Approve to submit a grant application to the US Department of Homeland Security requesting $2,500,000.00 through their Assistance to Firefighters Fire Station Construction Program as funded by the American Recovery and Reinvestment Act of 2009; and authorize the County Manager to execute any supporting documents as may be required for the application.

County-wide Jennifer Bero

BACKGROUND:

The American Recovery and Reinvestment Act (ARRA) of 2009 provided the US Department of Homeland Security with an allocation to fund the construction of new and/or modification of existing fire stations. Through the Assistance to Firefighters Program, the funding is purposed to enhance the response capability and protect the community from fire and fire-related hazards. Grants for this program will be awarded directly to local fire departments on a competitive basis.

Staff is requesting Board approval to submit a grant application requesting a total amount of $2,500,000 (excludes design and land acquisition costs) under this program for the construction of stations 19 (Lake Emma/EE Williamson Rd) and 29 (Aloma Ave/SR 417). Although no match is required, the grant consultant recommends the county provide a match equal to the request amount in efforts to remain competitive in this highly competitive program. The match is accommodated within the FY2008/09 appropriated project for Station 29 within the fire fund.

Grant requests are being considered based upon the following criterion:

1. Stimulate economy by providing jobs- approximately 24 ongoing firefighting positions and associated construction work.

2. Highest consideration to departments that have already acquire land- Seminole County owns both fire station sites.

3. Projects engaged in a community's capital improvement plan to provide expanding fire protection to meet increased service demand and reduce emergency response times- covered in the CIP.

4. A “desirable attribute” is the willingness and ability of a community to contribute to the project. Applicants who contribute toward the project receive higher consideration than applicants that are relying entirely on the grant funding.

5. Several other of the aspects associated with this particular grant are favorable to Seminole County’s situation in regards to current training levels of SCFD members, frequency of use, size of population served, the provision of Emergency Medical Services in addition to fire protection and mutual aid response.

Due to the nature of the need and the competitiveness of the grant program it is requested the construction of these stations not be contingent upon the grant award.

STAFF RECOMMENDATION:

Staff recommends that the Board approve to submit a grant application to the US Department of Homeland Security requesting $2,500,000.00 through their Assistance to Firefighters Fire Station Construction Program as funded by the American Recovery and Reinvestment Act of 2009; and authorize the County Manager to execute any supporting documents as may be required for the application.

ATTACHMENTS:

1. Project Summary

Additionally Reviewed By:
No additional reviews

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: US Department of Homeland Security

DATE DUE: July 10, 2009

PROJECT TITLE: Fire Station Construction – Stations 19 and 29

DEPARTMENT: Public Safety

PROJECT MANAGER: Leeanna Raw, Fire Chief

PROJECT DESCRIPTION: Construction of planned full service fire station facilities is currently being provided for in the CIP and funded through the Fire Fund. The grant request will be for two fire stations to be constructed on currently county owned property in the Aloma Ave/SR 417 (station 29) and Lake Emma/EE Williamson Road (station 19) areas. Facility provision is indirect response to lowering emergency response times to deficient areas previously identified by Fire Department staff.

TOTAL AMOUNT REQUESTED: $2,500,000 ($1,250,000 each for 2 facilities)

MATCHING FUNDS (IF APPLICABLE): $2,500,000 ($1,250,000 each for 2 facilities)
While a match is not required, preference is given to organizations providing a cash match. The current fiscal year budget has monies earmarked for construction at the Aloma Ave site.

SOURCES OF MATCH: Fire Fund (currently budgeted)

TOTAL PROJECT COST: $5,000,000

GRANT FUNDING IS:
☒COMPETITIVE ☐ ENTITLEMENT ☐ CONTRACT

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #09-58 - $11,000 - Public Works - 2001 Infrastructure Sales Tax Fund

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) #09-58 through the 2001 Infrastructure Sales Tax Fund in the amount of $11,000.00 in order to delete previously earned budgeted revenues.

County-wide Fredrik Coulter

BACKGROUND:

The **US 17/92 and Laura Street Mast Arm** project is for the installation of mast arm supported traffic signals at the intersection of US 17/92 and Laura Street. The Public Works Department has determined that mast arm signals withstood hurricane force winds better than span wire type signals during the three hurricanes of 2004. The mast arm signal had a lower ratio of intersections damaged which resulted in lower repair costs. The less extensive nature of damage allowed for quicker service restoration than the older span wire type signals following an outage due to an emergency situation.

In anticipation of receipt of funding from the State of Florida through a Joint Participation Agreement, $80,000 of partial funding for the project was included in the Adopted Budget for FY 2007/08. The Joint Participation Agreement, which provided the additional $144,000 of funding, was executed January 2008, resulting in a total anticipated cost of $224,000.

In FY 2007/08, the County expended $13,405 for reimbursable items. Accordingly, the remaining amount to be earned on the Joint Participation Agreement totals $130,595. Currently budgeted revenues for this project total $141,595. Accordingly, the attached BAR reduces the budgeted revenues for this project in the current year by $11,000. Reserves for the 2001 Infrastructure Sales Tax Fund are reduced by an equivalent amount.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-58 through the 2001 Infrastructure Sales Tax Fund in the amount of $11,000.00 in order to delete previously earned budgeted revenues.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	5/12/09 Date
Budget Manager	Date
Director	Date
09-58 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): 2001 Infrastructure Sales Tax Fund

PURPOSE: To correct the revenue budgeting for the US 17-92 at Laura Street Mast Arm project.

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
11541.999941.599994		Reserve for Capital Improvements	$ 11,000
Total Sources			**$ 11,000**

Uses:

Account Number	Project #	Account Title	Amount
11541.334490.077741	00205538	Transportation Revenue Grant (US 17-92 at Laura Street Mast Arm)	$ 11,000
Total Uses			**$ 11,000**

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 #09-62 - $1,426,000 - Public Works - Public Works Federal Stimulus Grant Fund and 2001 Infrastructure Sales Tax Fund - establishment of ARRA CR 46A Resurfacing project

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) #09-62 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $1,426,000.00 in order to establish and fund the ARRA County Road 46A Resurfacing project.

County-wide Fredrik Coulter

BACKGROUND:

On the June 9, 2009, Board of County Commissioners meeting, the Board adopted a Resolution authorizing the Chairman to execute a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) for Reconstruction and Resurfacing of County Road 46A (West 25th Street) from east of Old Lake Mary Road to US Highway 17/92 (FDOT - FPN: 426331-1-58-01), the ARRA **West 25th Street (CR46A) Pavement Rehabilitation - Old Lake Mary Road to U.S. 17-92** project. This project includes the milling, resurfacing, and base reconstruction of the road. The project will also include drainage system rehabilitation, replacement of traffic signal loops, and restriping. The resulting project is approximately 1.2 miles in length, with an FDOT estimated cost of $1,176,000 and an estimated completion date of August 31, 2010.

Funding for this project is provided by FDOT up to $1,176,000, the FDOT estimated cost of the project. Any costs in excess of the LAP Agreement are the responsibility of the County. Based upon an Engineering Division review of the scope of the project, additional funding in the amount of $250,000 from the 2001 Infrastructure Sales Tax Fund is provided as a project contingency in the event that the construction and related inspection costs are higher than the FDOT estimated cost in the LAP Agreement. These funds will only be utilized if the LAP Funds are exhausted.

The attached BAR establishes the State Road 46A Resurfacing project, recognizes the funding provided for this project by FDOT ($1,176,000), and provides an additional $250,000 in funding. The total project budget is $1,426,000.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-62 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $1,426,000.00 in order to establish and fund the ARRA County Road 46A Resurfacing project.

ATTACHMENTS:

1. BAR #09-62 ARRA CR 46A Resurfacing project

Additionally Reviewed By:
No additional reviews

2009-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Fredrik Coulter Analyst	5/26/09 Date
Budget Manager	Date
Director	Date
09-62 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Federal Stimulus Grant Fund and 2001 Infrastructure Sales Tax Fund

PURPOSE: To establish the budgeting for the ARRA West 25th Street Pavement Rehabilitation project.

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
11922.331491.077507	00283601 (new)	Transportation-Federal ARRA Grants (ARRA West 25th St Pavement)	$ 1,176,000
11541.999941.599994		Reserve for Capital Improvements	250,000
Total Sources			**$ 1,426,000**

Uses:

Account Number	Project #	Account Title	Amount
11922.077507.560670	00283601 (new)	Roads (ARRA West 25th St Pavement)	$ 1,176,000
11541.077541.560670	00283601 (new)	Roads (ARRA West 25th St Pavement)	250,000
Total Uses			**$ 1,426,000**

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 #09-63 - $2,768 - Public Works - Public Works Grant Fund - grant closure

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) #09-63 through the Public Works Grant Fund in the amount of $2,768.00 in order to close the grant for the Ridgewood Street and Alpine Street sidewalk project.

County-wide Fredrik Coulter

BACKGROUND:

On August 8, 2007, a Local Agency Program (LAP) Agreement was executed between the Florida Department of Transportation (FDOT) and Seminole County. This Agreement provided up to $50,000 for the design of East Hillcrest Street and Alpine Street sidewalks. The original LAP Agreement expired on May 31, 2008. Subsequently, the location of the project was changed to Ridgewood Street and Alpine Street, and the expiration date was extended to December 31, 2008.

The design of the project was completed prior to December 31, 2008. A total of $47,232.33 was expended on this project. All funds expended have been reimbursed by the FDOT. The attached BAR removes the unspent project budget and unearned project revenues from the Public Works Grant Fund in the amount of $2,768 to close the grant.

It is anticipated that the Construction portion of the project will be funded through an additional LAP Agreement.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-63 through the Public Works Grant Fund in the amount of $2,768.00 in order to close the grant for the Ridgewood Street and Alpine Street sidewalk project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	5/27/09 Date
Budget Manager	Date
Director	Date
09-63 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Grant Fund

PURPOSE: To close the East Hillcrest / Alpine sidewalk design grant.

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
11916.077516.560680	00192599	Construction and Design (E Hillcrest / Alpine Sidewalk)	$ 2,768
Total Sources			**$ 2,768**

Uses:

Account Number	Project #	Account Title	Amount
11916.331490.077516CF	00192599	Transportation Revenue Grant (E Hillcrest / Alpine Sidewalk)	$ 2,768
Total Uses			**$ 2,768**

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 #09-64 - $750,000 - Public Works - Public Works Federal Stimulus Grant Fund and 2001 Infrastructure Sales Tax Fund - establishment of ARRA Howell Branch Road Pavement Rehabilitation project

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) #09-64 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $750,000.00 in order to establish and fund the ARRA Howell Branch Road Pavement Rehabilitation project.

County-wide Fredrik Coulter

BACKGROUND:

On the June 9, 2009, Board of County Commissioners meeting, the Board adopted a Resolution authorizing the Chairman to execute a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) for Reconstruction and Resurfacing of Howell Branch Road from the Seminole County Line to State Road 436 (FDOT - FPN: 426328-1-58-01), the ARRA **Howell Branch Road Pavement Rehabilitation** project. This project includes the milling and resurfacing of the road. The project will also include replacement of traffic signal loops, sidewalk ramp improvements, and restriping. The resulting project is approximately 0.53 miles in length, with an estimated cost of $600,000 and an estimated completion date of December 31, 2009.

Primary funding for this project is provided by FDOT up to $600,000, the FDOT estimated cost of the project. Any costs in excess of the LAP Agreement are the responsibility of the County. Based upon an Engineering Division review of the scope of the project, additional funding in the amount of $150,000 from the 2001 Infrastructure Sales Tax Fund is provided as a project contingency in the event that the construction and related inspection costs are higher than the FDOT estimated cost in the LAP Agreement. These funds will only be utilized if the LAP Funds are exhausted.

The attached BAR establishes the Howell Branch Road Pavement Rehabilitation project, recognizes the funding provided for this project by FDOT ($600,000), and provides an additional $150,000 in funding. The total project budget is $750,000.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-64 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $750,000.00 in order to establish and fund the ARRA Howell Branch Road Pavement Rehabilitation project.

ATTACHMENTS:

1. BAR #09-64 ARRA Howell Branch Rd Pavement project

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	5/27/09 Date
Budget Manager	Date
Director	Date
09-64 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Federal Stimulus Grant Fund and 2001 Infrastructure Sales Tax Fund

PURPOSE: To establish and fund the ARRA Howell Branch Road Pavement Rehabilitation project.

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
11922.331491.077507	00283701 (new)	Transportation-Federal ARRA Grants (ARRA Howell Branch Road)	$ 600,000
11541.999941.599994		Reserve for Capital Improvements	150,000
Total Sources			**$ 750,000**

Uses:

Account Number	Project #	Account Title	Amount
11922.077507.560670	00283701 (new)	Roads (ARRA Howell Branch Road)	$600,000
11541.077541.560670	00283701 (new)	Roads (ARRA Howell Branch Road)	150,000
Total Uses			**$ 750,000**

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 #09-65 - $166,366 - Public Works - 2001 Infrastructure Sales Tax Fund - establishment of Lake Howell High School project

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) #09-65 through the 2001 Infrastructure Sales Tax Fund in the amount of $166,366.00 in order to establish and fund the Lake Howell High School project.

County-wide Fredrik Coulter

BACKGROUND:

On November 18, 2003, the Board of County Commissioners executed a Letter of Understanding (LOU) with the School Board of Seminole County. The LOU stipulated that Seminole County would reimburse the School Board for on-site and off-site improvements from the fund for "School Related Traffic Circulation Improvement" from the County's share of the 2001 Infrastructure Sales Tax Fund. The Exhibit A to the LOU indicated that these reimbursements would total $1,600,000.

To date, the following School Board projects have been reimbursed by the County:

Location	CIP	Amount
Lake Mary Elementary	00202514	$ 146,141.45
Greenwood Lakes Middle	00202501	34,273.85
Lake Mary High		50,000.00
Eastbrook Elementary	00202502	60,000.00
Chiles Middle / Hagerty High	00202519	122,486.00
Red Bug Elementary	00202515	275,226.24
Joan Walker Elementary	00202517	250,000.00
English Estates	00202518	206,474.00
Middle School "DD"	00202503	220,033.00
Lake Mary High	00202521	69,000.00
		$ 1,433,634.54

After allowing for these projects, $166,365.46 of the originally committed $1,600,000 remains to be expended.

The School Board has requested that the remaining funds be expended in support of the

proposed **Lake Howell High School Traffic Circulation** project. The initial phase of the project is a feasibility study determining which of the following options would best improve traffic circulation at the school:

- Additional driveway connection to Dike Road (including provision for a right turn lane)
- Reconfiguration of parking at driver education area
- Study of existing main campus driveway connection to Dike Road
- Reconfiguration of on site driveways and parking areas

The cost of the feasibility study is approximately $5,000. The remaining funds of $161,366 would partially fund whichever alternative is selected. Any additional funding for the project will be provided by the School Board.

The attached BAR provides $166,366 for the Lake Howell High School Traffic Circulation project, which is the remaining commitment made by the Board of County Commissioners to the School Board. Funding for this project is provided through existing Reserves of the 2001 Infrastructure Sales Tax Fund, which is reduced accordingly.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-65 through the 2001 Infrastructure Sales Tax Fund in the amount of $166,366.00 in order to establish and fund the Lake Howell High School project.

ATTACHMENTS:

1. BAR 09-65 - Lake Howell High School Traffic Circulation

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	5/29/09 Date
Budget Manager	Date
Director	Date
09-65 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: 2001 Infrastructure Sales Tax Fund

PURPOSE: To establish and fund the Howell Branch Road Pavement Rehabilitation project.

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
11541.999941.599994		Reserves for Capital Improvements	$ 166,366
Total Sources			**$ 166,366**

Uses:

Account Number	Project #	Account Title	Amount
11541.077742.560670	00202507 (new)	Roads (Lake Howell High School Traffic Circulation)	$ 166,366
Total Uses			**$ 166,366**

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 #09-66 - $3,927,698 - Public Works - Natural Lands / Trails Fund and 2001 Infrastructure Sales Tax Fund - Aloma Avenue at Red Bug Lake Road Pedestrian Overpass Funding Reduction

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) #09-66 through the Natural Lands / Trails Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $3,927,698.00 in order to reduce funding for the Aloma Avenue at Red Bug Lake Road Pedestrian Overpass project.

County-wide Fredrik Coulter

BACKGROUND:

The **Aloma Avenue at Red Bug Lake Road Pedestrian Overpass** project is the construction of a pedestrian overpass across Red Bug Lake Road at Aloma Avenue in order to improve pedestrian safety. Due to current economic constraints utilizing County funds for this project will prevent other, higher priority projects, from being completed.

Alternative funding options for this projects may be available and therefore enough funding is being retained in order to allow the project to continue to move forward. The project budget before amendment is $4,037,166 and is being reduced to $109,468. as follows:

Cost Summary

	Fund: 2001 Sales Tax	Natural Lands / Trails	Total
Costs pre 10/1/2009	$ 72,833	$ -	$ 72,833
Current Budget	1,987,166	2,050,000	4,037,166
BAR	(1,977,698)	(1,950,000)	(3,927,698)
Adjusted Budget	9,468	100,000	109,468
Programmed Costs	-	-	-
Total Cost	$ 82,301	$ 100,000	$ 182,301

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-66 through the Natural Lands / Trails Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $3,927,698.00 in order to reduce funding for the Aloma Avenue at Red Bug Lake Road Pedestrian Overpass project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Fredrik Coulter Analyst	5/29/09 Date
Budget Manager	Date
Director	Date
09-66 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Natural Lands / Trails Fund and 2001 Infrastructure Sales Tax Fund

PURPOSE: To defund the Aloma Avenue and Red Bug Lake Road Pedestrian Overpass project.

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
32100.077533.560650	00229204	Construction in Progress (Aloma@Red Bug Ped Overpass)	$ 1,950,000
11541.077541.560650	00229204	Construction in Progress (Aloma@Red Bug Ped Overpass)	1,950,000
11541.077541.560680	00229204	Construction and Design (Aloma@Red Bug Ped Overpass)	27,698
Total Sources			**$ 3,927,698**

Uses:

Account Number	Project #	Account Title	Amount
32100.999990.599994		Reserve for Capital Improvements	$ 1,950,000
11541.999941.599994		Reserve for Capital Improvements	1,977,698
Total Uses			**$ 3,927,698**

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 #09-68 - $66,100 - Public Works - Public Works Grant Fund - Lake Mills Road Water Control Structure NRCS Grant amendment 1

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) #09-68 through the Public Works Grant Fund in the amount of $66,100.00 to recognize budgetarily Amendment 1 to Project Agreement 69-4202-9-1703 Between Seminole County and the U. S. Department of Agriculture, Natural Resources Conservation Service to Build Stormwater Control Structures and Provide Additional Erosion Protection for Mills Creek at Lake Mills Road.

County-wide Fredrik Coulter

BACKGROUND:

As a result of Tropical Storm Fay, many areas in the County were severely impacted by flooding. Staff was contacted by the U. S. Department of Agriculture, Natural Resource Conservation Service (USDA, NRCS) to see if any of the areas damaged by Tropical Storm Fay would be eligible to receive funding through the Emergency Watershed Protection Program. Seminole County was notified on November 14, 2008, that two areas would be eligible for funding. On December 9, 2008, the Board of County Commissioners agreed to execute the USDA NRCS Project Agreement for the **Lake Mills Road Water Control Structure** project and approved Budget Amendment Request (BAR) #09-16 recognizing the agreement budgetarily.

On June 9, 2009, the Board approved Amendment 1 to this agreement. Amendment 1 increased the estimated project maximum cost by $60,000 to a project maximum of $332,000. The amendment also included an increase in NRCS reimbursement for in-kind technical services from 7.5% to 12.5%.

The grant award provides for 75% of the construction costs and 12.5% of the construction costs for technical services for a total of $290,500 grant revenue. The adjusted total grant revenue for this project is calculated as follows, an increase of $66,100 from the originally budgeted revenue:

	Estimated Construction Cost	Factor	Revenue
Construction Costs	$ 332,000	75%	$ 249,000
Technical Services	332,000	12.5%	41,500
			$ 290,500

The resulting adjusted current year cost breakdown for this project is as follows:

	NRCS	County	Total
Construction Costs	$ 249,000	$ 83,000	$ 332,000
Technical Services	41,500	-	41,500
Culvert	-	70,000	70,000
Design and Construction Engineering and Inspection	-	84,600	84,600
	$ 290,500	$ 237,600	$ 528,100

No future expenditures for this project are included in the Five Year Capital Improvement Program.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-68 through the Public Works Grant Fund in the amount of $66,100.00 to recognize budgetarily Amendment 1 to Project Agreement 69-4202-9-1703 Between Seminole County and the U. S. Department of Agriculture, Natural Resources Conservation Service to Build Stormwater Control Structures and Provide Additional Erosion Protection for Mills Creek at Lake Mills Road.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Fredrik Coulter Analyst	6/2/09 Date
Budget Manager	Date
Director	Date
09-68 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Grant Fund and 2001 Infrastructure Sales Tax Fund

PURPOSE: To reflect Amendment 1 of the NRCS Agreement for the Lake Mills Road Water Control Structure project.

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
11916.331391.077526	00282301	Other Physical Env Fed Grants (Lake Mills Rd Water Control Structure)	$ 66,100
Total Sources			**$ 66,100**

Uses:

Account Number	Project #	Account Title	Amount
11916.077526.560670	00282301	Roads (Lake Mills Rd Water Control Structure)	$ 24,600
11916.077526.560680	00282301	Design and Construction (Lake Mills Rd Water Control Structure)	41,500
Total Uses			**$ 66,100**

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 #09-69 - $107,250 - Public Works - Public Works Grant Fund - Howell Creek at Lake Howell Water Control Structure NRCS Grant amendment 1

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) #09-69 through the Public Works Grant Fund in the amount of $107,250.00 to recognize budgetary Amendment 1 to Project Agreement 69-4209-9-1722 Between Seminole County and the United States Department of Agriculture, Natural Resources Conservation Service, for Replacement of the Water Control Structure in Howell Creek at Lake Howell Road.

County-wide Fredrik Coulter

BACKGROUND:

As a result of Tropical Storm Fay, many areas in the County were severely impacted by flooding. Staff was contacted by the U. S. Department of Agriculture, Natural Resource Conservation Service (USDA, NRCS) to see if any of the areas damaged by Tropical Storm Fay would be eligible to receive funding through the Emergency Watershed Protection Program. Seminole County was notified on November 14, 2008, that two areas would be eligible for funding. On December 9, 2008, the Board of County Commissioners agreed to execute the USDA NRCS Project Agreement for the **Howell Creek at Lake Howell Road Water Control Structure** project, and approved Budget Amendment Request (BAR) #09-17 which both recognized the agreement budgetarily and realigned current funding for the project based upon changes in the project's schedule and scope which were caused by the effects of Tropical Storm Fay.

On June 9, 2009, the Board approved Amendment 1 to this agreement. Amendment 1 decreased the estimated project maximum construction cost by $150,000 to an estimated project maximum of $330,000. The amendment also included an increase in NRCS reimbursement for in-kind technical services from 7.5% to 12.5%.

The grant award includes a 75% match of the total construction cost ($330,000) plus 12.5% of the total construction cost for technical services. The adjusted total grant revenue for this project is calculated as follows, a net decrease of $107,250 from the originally budgeted grant revenue of $396,000.

	Estimated Construction Cost	Factor	Grant Revenue
Construction Costs	$ 330,000	75%	$ 247,500
Technical Services	330,000	12.5%	41,250

$ 288,750

The resulting adjusted current year cost breakdown for this project is as follows:

	NRCS	County	Total
Construction Costs	$ 247,500	$ 82,500	$ 330,000
Technical Services	41,250	-	41,250
Misc. Phase I Costs	-	94,000	94,000
Phase II Initial Costs	-	173,500	173,500
	$ 288,750	$ 350,000	$ 638,750

Additional funding of $700,000 is currently included in the Five Year Capital Improvement Program for FY 2010/11.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-69 through the Public Works Grant Fund in the amount of $107,250.00 to recognize budgetary Amendment 1 to Project Agreement 69-4209-9-1722 Between Seminole County and the United States Department of Agriculture, Natural Resources Conservation Service, for Replacement of the Water Control Structure in Howell Creek at Lake Howell Road.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Fredrik Coulter Analyst	6/2/09 Date
Budget Manager	Date
Director	Date
09-69 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Grant Fund and 2001 Infrastructure Sales Tax Fund

PURPOSE: To reflect Amendment 1 of the NRCS Agreement for the Howell Creek Road Water Control Structure project.

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
11916.077526.560670	00191655	Roads (Howell Creek Water Control Structure)	$ 107,250
Total Sources			**$ 107,250**

Uses:

Account Number	Project #	Account Title	Amount
11916.331391.077526	00191655	Other Physical Env Fed Grants (Howell Creek Water Control Structure)	$ 107,250
Total Uses			**$ 107,250**

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 #09-71 - $1,570,000 - Public Works - Public Works Federal Stimulus Grant Fund and 2001 Infrastructure Sales Tax Fund - establish ARRA Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road project

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) #09-71 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $1,570,000.00 in order to establish and fund the ARRA Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road project.

County-wide Fredrik Coulter

BACKGROUND:

On the Public Works portion of this meeting's Consent Agenda, the Board of County Commissioners has been presented with an agenda item including a Resolution authorizing the Chairman to execute a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) for ARRA Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01), the **Reconstruction and Resurfacing of Lake Mary Boulevard** project. This project includes milling and resurfacing, replacement of striping and traffic signal loops, and sidewalk ramp improvements along a 2.161 mile portion of Lake Mary Boulevard. The project has an FDOT estimated cost of $1,270,000, with an estimated completion date of December 31, 2009.

Primary funding for this project is provided by FDOT up to $1,270,000, the FDOT estimated cost of the project. Any costs in excess of the LAP Agreement are the responsibility of the County. Based upon an Engineering Division review of the scope of the project, additional funding in the amount of $300,000 from the 2001 Infrastructure Sales Tax Fund is provided as a project contingency in the event that the construction costs are higher than the FDOT estimated cost in the LAP Agreement. These funds will only be utilized if the LAP Funds are exhausted.

The attached BAR establishes the **Reconstruction and Resurfacing of Lake Mary Boulevard** project, recognizes the funding provided for this project by FDOT ($1,270,000), and provides an additional $300,000 in funding. The total project budget is $1,570,000. Reserves of the 2001 Infrastructure Sales Tax Fund are reduced by $300,000 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) #09-71 through the Public Works Federal Stimulus Grant Fund and the 2001 Infrastructure Sales Tax Fund in the amount of $1,570,000.00 in order to establish and fund the ARRA Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road project.

ATTACHMENTS:

1. BAR #09-71 ARRA Reconstruct & Resurface Lake Mary Blvd

Additionally Reviewed By:

☑ Grant Review (Lisa Spriggs)

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	6/8/09 Date
Budget Manager	Date
Director	Date
09-71 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Federal Stimulus Grant Fund and 2001 Infrastructure Sales Tax Fund

PURPOSE: To establish and fund the ARRA Rehabilitation and Resurfacing of Lake Mary Boulevard project.

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
11922.331491.077507	00283801 (new)	Transportation-Federal ARRA Grants (ARRA Lake Mary Boulevard)	$ 1,270,000
11541.999941.599994		Reserve for Capital Improvements	300,000
Total Sources			**$ 1,570,000**

Uses:

Account Number	Project #	Account Title	Amount
11922.077507.560670	00283801 (new)	Roads (ARRA Lake Mary Boulevard)	$ 1,270,000
11541.077541.560670	00283801 (new)	Roads (ARRA Lake Mary Boulevard)	300,000
Total Uses			**$ 1,570,000**

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 #09-72 - $1,250,000 - Public Works - Public Works Federal Stimulus Grant Fund - establishment of Repair and Rehabilitation of the ARRA Cross Seminole Trail Trestle Bridge Over Howell Creek project

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) #09-72 through the Public Works Federal Stimulus Grant Fund in the amount of $1,250,000.00 in order to establish and fund the ARRA Cross Seminole Trail Howell
Creek Trestle project.

County-wide Fredrik Coulter

BACKGROUND:

On the Public Works portion of this meeting's Consent Agenda, the Board of County Commissioners has been presented with an agenda item including a Resolution authorizing the Chairman to execute a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) to facilitate the repair and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01), the ARRA **Cross Seminole Trail Howell Creek Trestle** project. This project includes rehabilitation of the structure, including existing pile, end bents, and milling/resurfacing along a 0.56 mile portion of the Cross Seminole Trail. The project has an FDOT estimated cost of $1,250,000, with an estimated completion date of March 31, 2010.

Funding for this project is provided by FDOT up to $1,250,000, the FDOT estimated cost of the project. Any costs in excess of the LAP Agreement are the responsibility of the County. Based upon an Engineering Division review of the scope of the project, no additional funding is deemed necessary.

The attached BAR establishes the Cross Seminole Trail Howell Creek Trestle project and recognizes the funding provided by the FDOT. The total project budget is $1,250,000.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-72 through the Public Works Federal Stimulus Grant Fund in the amount of $1,250,000.00 in order to establish and fund the ARRA Cross Seminole Trail Howell Creek Trestle project.

ATTACHMENTS:

1. BAR #09-72 ARRA Cross Seminole Trail Howell Creek Trestle project

Additionally Reviewed By:

☑ Grant Review (Lisa Spriggs)

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	6/8/09 Date
Budget Manager	Date
Director	Date
09-72 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: Public Works Federal Stimulus Grant Fund

PURPOSE: To establish and fund the ARRA Cross Seminole Trail Howell Creek Trestle project.

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
11922.331491.077507	00283901 (new)	Transportation-Federal ARRA Grants (ARRA CST Howell Creek Trestle)	$ 1,250,000
Total Sources			**$ 1,250,000**

Uses:

Account Number	Project #	Account Title	Amount
11922.077507.560670	00283901 (new)	Roads (ARRA CST Howell Creek Trestle)	$ 1,250,000
Total Uses			**$ 1,250,000**

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: BCR #09-14 - $50,000 - Public Works - 2001 Infrastructure Sales Tax Fund - establish South Citrus Road Sidewalk Safety Improvement 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) #09-14 through the 2001 Infrastructure Sales Tax Fund in the amount of $50,000.00 in order to establish and fund the South Citrus Road Sidewalk Safety Improvement project.

County-wide Fredrik Coulter

BACKGROUND:

The proposed **South Citrus Road Sidewalk Safety Improvement project** will modify the existing sidewalk along South Citrus Road in order to improve sidewalk safety for children who walk or ride bikes to Rainbow Elementary School. The current sidewalk is encroached by eight power poles. To avoid the power poles, the sidewalk makes sharp turns around the power poles. The current transition from the existing sidewalk is only five feet, with a five foot tangent avoiding the power pole. The rapid changes in direction, when attempted by children riding along the sidewalk, results in children crossing into oncoming pedestrian traffic. It may result in children leaving the sidewalk proper and entering the roadway.

The proposed safety improvements to the existing sidewalk will result in more gradual changes in direction, which should significantly reduce the incidence of unsafe behavior by children. This will be accomplished by increasing the length of the transition to 30 feet, and by increasing the tangent length to ten feet.

The anticipated cost of this project is $50,000, with an estimated completion date of August 15, 2009. Funding for this project is provided by the 2001 Infrastructure Sales Tax Fund Project Contingency.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #09-14 through the 2001 Infrastructure Sales Tax Fund in the amount of $50,000.00 in order to establish and fund the South Citrus Road Sidewalk Safety Improvement project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	09-14

DATE: 05/27/09

FROM: **Department** Public Works

Division Engineering

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☒ New project: Project is not in this fiscal year's budget.

Detailed Explanation:

To provide funding for the South Citrus Sidewalk Safety Improvement project.

Fund # 11541 **Fund Name** 2001 Infrastructure Sales Tax Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	11541.077541.560650	99999999	Construction in Progress (Project Contingency)	$ 50,000
			TOTAL	**$ 50,000**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	11541.077541.560650	00192916 (New)	Construction in Progress (South Citrus Sidewalk Safety)	$ 50,000
			TOTAL	**$ 50,000**

RECOMMENDATION: ☒ Approval Date 5/27/2009 Analyst F V Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 6/23/09 Date Signed _____ Signature _____
Bob Dallari, Chairman

FINANCE: Transfer has been posted Date _____ Signature _____

Revised 1/08
H:\OM\Omb\BAR-DFS-BCR\FY 2008-09 BAR-DFS-BCR's\Public Works\BCR 09-14 South Citrus Road Sidewalk Safety Improvement.docx

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #09-15 - $15,000 - Public Works - 2001 Infrastructure Sales Tax Fund - Remove funding for Avenue E Sidewalk 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) #09-15 through the 2001 Infrastructure Sales Tax Fund in the amount of $15,000.00 in order to remove available funding for the Avenue E Sidewalk project.

County-wide Fredrik Coulter

BACKGROUND:

The **Avenue E Sidewalk** project is for the design and construction of a 5,000 foot sidewalk along Avenue E from East Fifth Street to East 2nd Street. This project also included drainage improvements along the Avenue E corridor.

At the time of the design of the Avenue E Sidewalk project, there was a Chuluota Subdivision Retrofit project in the same area as the Avenue E Sidewalk project. From FY 2005/06 through FY 2007/08, a total of $284,332.06 was expended on this combined project. Due to the current economic climate, funds for the County's Subdivision Retrofit projects have been signficantly reduced. As such, only the first phase of the combined project was completed, which excluded the Avenue E Sidewalk. There is only $15,000 remaining unexpended in the Avenue E Sidewalk project.

The Public Works Department has submitted a grant application for federal Safe Routes to School funding. If approved, the grant will provide sidewalk funding for several roadways in the Chuluota area surrounding Walker Elementary School, including Avenue E. The grant funding is administered through the Florida Department of Transportation as a Local Agency Program. The County is unlikely to receive a final determination on the grant request until November 2009. Without this funding, the Public Works Department wishes to transfer the remaining funding for this project to Project Contingency and to put this project on hold.

The attached Budget Change Request (BCR) removes the remaining funding for this project and transfers it to Project Contingency. Reserves are unaffected by the attached BCR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #09-15 through the 2001 Infrastructure Sales Tax Fund in the amount of $15,000.00 in order to remove available funding for the Avenue E Sidewalk project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	09-15

DATE: 06/02/09

FROM: **Department** **Public Works**

Division **Engineering**

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☐ New project: Project is not in this fiscal year's budget.

Detailed Explanation:

To remove remaining funding for the Avenue E Sidewalk project.

Fund # 11541 **Fund Name** 2001 Infrastructure Sales Tax Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	11541.077541.560650	00192548	Construction in Progress (Avenue E)	$ 15,000
			TOTAL	**$ 15,000**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	11541.077541.560650	99999999	Construction in Progress (Project Contingency)	$ 15,000
			TOTAL	**$ 15,000**

RECOMMENDATION: ☒ Approval Date 6/2/2009 Analyst F V Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 6/23/09 Date Signed _____ Signature _____
Bob Dallari, Chairman

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to Schedule and Advertise a Public Hearing

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Carol Watral **EXT:** 7164

MOTION/RECOMMENDATION:
Board approve the request to schedule and advertise a public hearing giving consideration to establishing an aquatic weed control MSBU for Springwood Waterway.

District 3 Dick Van Der Weide Carol Watral

BACKGROUND:
In response to a community-based application to establish an MSBU for funding aquatic weed control efforts in the Springwood Waterway, the MSBU Program recently distributed a "Petition for Improvement". The petition was used to determine the level of community support for pursuing the establishment of the MSBU. The results of the petition process demonstrated that the community support for establishing the MSBU exceeds the required 65% support level required prior to requesting Board consideration to accept the project. In response to the community's request, the MSBU Program is seeking authorization to schedule and advertise a public hearing purposed at giving consideration to establishing the Springwood Waterway MSBU. The target date for the proposed public hearing is July 28, 2009

STAFF RECOMMENDATION:
Staff recommends that the Board approve the request to schedule and advertise a public hearing giving consideration to establishing an aquatic weed control MSBU for Springwood Waterway.

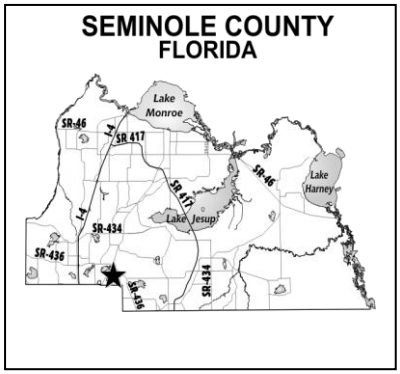
ATTACHMENTS:

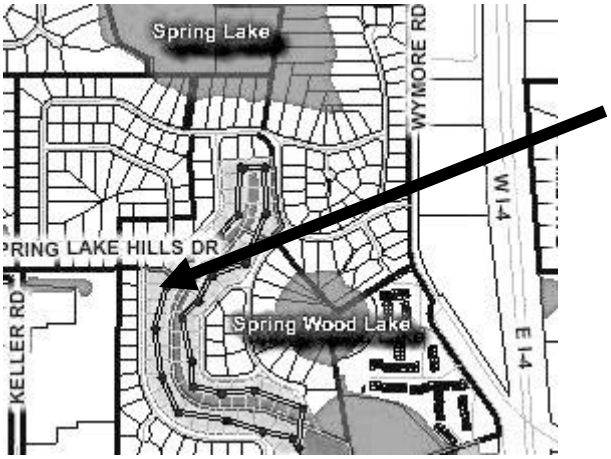
1. Public Notice for Publication

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

NOTICE

The Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing at 1:30 P.M., or as soon thereafter as possible, at its regular meeting on the 28th of July, 2009, at the Seminole County Services Building, Room 1028, 1101 East First Street, Sanford, Florida, to (1) Consider establishing the Springwood Waterway Aquatic Weed Control MSBU by adopting an ordinance entitled: *AN ORDINANCE CREATING THE SPRINGWOOD WATERWAY AQUATIC WEED CONTROL MUNICIPAL SERVICES BENEFIT UNIT [MSBU] FOR THE PURPOSE OF PROVIDING AQUATIC WEED CONTROL TO THE WATERWAY; PROVIDING IDENTIFICATION OF PROPERTY INCLUDED IN SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID UNIT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING AN INITIAL ASSESSMENT ROLL; CONFIRMING COLLECTION OF ASSESSMENT BY THE TAX COLLECTOR PER THE UNIFORM METHOD PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, INCLUSION IN CHAPTER 160, SEMINOLE COUNTY CODE, AND AN EFFECTIVE DATE.* The initial non-ad valorem assessment roll associated with the Springwood Waterway MSBU stipulates that each waterfront property on Springwood Waterway shall be assessed $265.00 on the 2009 Property Tax bill. Future annual assessment for aquatic weed control for Springwood Waterway will vary. Property owners have the right to appear at the public hearing and have the right to file written objections within 20 days of this notice. **For additional information regarding this notice, contact the MSBU Program at 407-665-7178**. The waterfront parcels are included in the proposed assessment boundary as geographically depicted:





Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department ADA Coordinator 48 hours in advance of the meeting at 407-665-7941. Persons are advised that, if they decide to appeal any decision made at this hearing, 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 record includes the testimony and evidence upon which the appeal is to be based, per section 286.0105, Florida Statutes.

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

By: _____
Publish :_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Administrative Code - Leisure Services Advisory Committee

DEPARTMENT: Leisure Services **DIVISION:** Parks and Recreation

AUTHORIZED BY: Joe Abel **CONTACT:** Kathryn Clifford **EXT:** 2161

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution establishing revisions to Section 4.18 Leisure Services Advisory Committee of the Seminole County Administrative Code to establish an absence policy.

County-wide Joseph R. Abel

BACKGROUND:
During the recent April 22, 2009 Leisure Services Advisory Committee meeting the members passed a motion recommending the Administrative Code be changed to reflect that after three (3) unexcused absences (excused absences are due to work obligations or illness) between January and December of a calendar year the member will automatically be removed from the committee.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution establishing revisions to Section 4.18 Leisure Services Advisory Committee of the Seminole County Administrative Code to establish an absence policy.

ATTACHMENTS:

1. LSAC 04-22-09 Meeting Minutes
2. Proposed Revised Sec 4 18 of SC Administrative Code
3. Resolution Adopting LSAC Attendance Policy

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

SEMINOLE COUNTY LEISURE SERVICES ADVISORY COMMITTEE April 22, 2009 MEETING MINUTES

ATTENDANCE:

Members Present: Bob Adolphe, Robert Bowden, Tom Boyko, Mark Brandenburg, Jeff Ebbers, Bob Goff, Earl McMullen, Trish Walden, Barbara Whittier and Mike Williams.

Members Absent: Tim Donihi, Mike Martin, Deborah Schaefer and Ben Tucker.

Staff: Bryan Nipe, Greenways & Natural Lands Manager
Joseph R. Abel, CPRP, Leisure Services Director
Kathi Clifford, Administrative Assistant

LOCATION:

Softball Complex
264 W. North Street
Altamonte Springs, FL 32714

TIME:

Chairman Bob Goff called the meeting to order at 6:30 p.m. There is **a quorum** in attendance.

The Pledge of Allegiance.

Mr. Goff asked if there are any corrections, additions or deletions to the **March minutes.** Trish Walden made a **motion** to approve the minutes as presented, Tom Boyko seconded the motion. The minutes were **approved** unanimously.

NEW BUSINESS Brought Forward From Previous Meeting:

- **Administration**
  - Joe Abel informed that a discussion regarding the **purpose of the Leisure Services Advisory Committee** had been requested by Deborah Schafer. Bob Goff asked the members if they had read the resolution creating the Committee and he reviewed some of the resolution. Mr. Goff determined that Ms. Schafer could bring it up again if she felt is necessary.
  - Mr. Abel addressed the difficulty of getting a quorum together last Fall and asked if the Committee wanted an **attendance policy** dictating a policy if there are absences. Discussion followed. Robert Bowden made a **motion** to recommend the Administrative Code be changed to reflect that after three (3) unexcused absences (excused absences are due to work obligations or illness) between January and December the member will automatically be removed from the Committee. Tom Boyko

seconded the motion. Trish Walden and Bob Goff voted nay and the rest voted aye. The **motion passed**.

- The Commission members agreed to meetings on the fourth Wednesday of each month to be held at the Softball Complex starting at 6:30 p.m.
- Joe Abel asked if the Committee members would prefer **electronic meeting notices**, minutes, etc. Discussion followed. The committee agreed to have agenda items submitted to the Leisure Services office not later than close of business on the third Wednesday each month. The meeting notices with the agenda and minutes to the previous meeting will be distributed electronically on the third Thursday each month with the meetings being held on the fourth Wednesday each month.

OLD BUSINESS:

- **Parks & Recreation Division**
  - At Mr. Boyko's request Mr. Abel gave an update on the Scholarship program. Discussion followed.
- **Greenways & Natural Lands Division**
  - None.
- **Administration**
  - None.

NEW BUSINESS:

- **Parks & Recreation Division**
  - Mr. Boyko asked Mr. Abel how the proceeds from revenue brought in by the fitness and the performing arts programs at Sylvan Lake Park are distributed. Mr. Abel explained it is split 80/20 and the County's 20% goes into the general fund.
  - Mr. Boyko wanted to know how the vote went regarding the house at Wilson's Landing Park. Mr. Abel informed the vote was four to one to remove the house and replace it with a pavilion.
- **Greenways & Natural Lands Division**
  - Bob Goff gave an overview of the **Natural Lands Subcommittee** meetings. He requested Mr. Brandenburg give his presentation of the properties under review. Mr. Brandenburg used an overhead projector to show a map of the County identifying properties of interest within the County. Discussion followed. Mr. Goff clarified that the subcommittee has come to an agreement on a rating system for determining eligibility of properties. He also informed that the subcommittee discussed the next step would be to ask the BCC to send letters to the owners of properties that might be of interest as natural lands to see if the owners might have any interest in selling/donating property. The letter would need the Committee approval, is currently a work in progress, would be very diplomatic and not invasive. It would have the intent of narrowing the list down. Joe Abel clarified that we need to reach out to the property owners and let them know that their property is a property of interest but

we don't know how much interest until we can do a review and we need perrnission to look at that. Mr. Goff requested that by the next subcommittee meeting the eight year old rankings will disappear. New rankings need to be created to present to the BCC with their recommendations.

- **Administration**
  - None.

OTHER BUSINESS AND FUTURE AGENDA ITEMS:

- Mr. Goff handed out signup sheets for members to select from four **subcommittees** he would like to develop: 1) Natural Lands; 2) Trails, Blueways & Bike Paths; 3) Parks & Recreation; and 4) Administration. He further clarified these are just suggestions. Members can sign up to be on one or more subcommittees. Bryan Nipe requested the inclusion of Roadway Median Landscape in the Trails, Blueways & Bike Paths group. Mr. Goff requested members give the signup sheets to Kathi Clifford prior to the next meeting.

Bob Goff adjourned the meeting at 8:00 p.m.

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.18 LEISURE SERVICES ADVISORY COMMITTEE

A. PURPOSE. The Seminole County Leisure Services Advisory Committee is established to serve the Board of County Commissioners by providing input and recommendations to determine and advise in the creation of and identification of policies, direction, recommendation of important natural/environmental land acquisitions, development of quality countywide trails and greenways, parks, and recreational facilities and opportunities.

B. DUTIES/RESPONSIBILITIES. The Leisure Services Advisory Committee shall have the following duties and responsibilities:

(1) The Committee shall elect a Chairperson and a Vice-Chairperson annually.

(2) The Committee shall work with County staff to review important natural lands and environmental lands and make recommendations relating to lands which should be purchased.

(3) The Committee shall work with County staff to review important trails and greenways land and make recommendations relating to lands which should be purchased and developed for the creation of a County-wide trails and greenways system.

(4) The Committee shall work with County staff to recommend and review plans for future growth, development use and beautification of all County parks, as well as make recommendations for appropriate budgeting of special parks, trails, natural lands, and recreation needs.

(5) The Leisure Services Director shall be designated as the staff liaison for the Leisure Services Advisory Committee with assistance from other County staff as necessary.

C. MEMBERSHIP STRUCTURE.

(1) The Leisure Services Advisory Committee shall consist of fifteen (15) members, appointed by the Board of County Commissioners for terms of three (3) years. No appointee shall serve more than three consecutive terms. An appointment to complete an unexpired term due to a vacancy shall not count towards the term limit provided herein.

(2) The Board shall appoint a mix of members such that the membership shall be made up of appointees 1) having academic or professional training in the biological or environmental sciences, by being an active member of a conservation group or

agency, or by having experience in the passive recreational use of environmentally sensitive lands for public purposes, 2) a cross section of trail user/interest groups and 3) representing parks and recreation participants and residents interested in stewardship of the County's parks and recreation facilities and services.

(3) The initial appointments shall be staggered. Each Commissioner shall nominate three (3) members for appointment and shall designate which of their nominees shall serve initial terms of one, two or three years such that (5) of the initial appointments shall serve an initial term of one year, five (5) shall serve an initial term of two (2) years and five (5) shall serve an initial term of three (3) years. All initial appointments shall be effective on the first day of January notwithstanding the actual date of appointment with all terms measured on a calendar year basis.

(4) Members are expected to attend all meetings. Absence without notice to the Leisure Services Administrative Office prior to the scheduled Leisure Services Advisory Committee meeting is considered unexcused no matter what the reason for the absence. Timely noticed absences due to illness or business related matters are considered excused. Three unexcused absences annually will result in termination of member's appointment.

D. LEGAL ISSUES

(1) Financial Disclosure is not required.

(2) Loyalty Oath is not required.

(3) Sunshine and Public Records laws apply to the meetings and records of the Committee.

(4) Membership on the Committee does not constitute an office for purposes of the constitutional prohibition on dual office holding.

F. AUTHORITY. Resolution 2008-R-4 adopted January 8, 2008

ADMINISTRATIVE CODE
RESOLUTION ADOPTION GUIDELINES

(1) The County Attorney's Office (CAO) will prepare the proposed code changes and Resolution.

(2) The Resolution and an "underlined and struck-through" version of the code amendments will be provided to the Department for placement on the BCC agenda.

(3) The Department will scan the Resolution and "underlined and struck-through" version of the code amendments and attach the documents to their SCI.Net agenda item.

(4) The Department should ensure that a representative is at the BCC meeting.

(5) The Department shall inform the CAO when the agenda item will appear on the BCC agenda.

(6) The CAO will retain the original Resolution until it is adopted by the Board of County Commissioners and the CAO will incorporate any changes the Board may request.

(7) The Department will provide a Document Action Form to the County Attorney's Office, requesting that two (2) certified copies of the executed Resolution be provided to the County Attorney's Office.

(8) The CAO will submit the Resolution to the County Manager's Office, along with the required Document Action Form, for coordinating signatures and recording.

(9) The CAO will provide the updated section(s) of the Administrative Code to the requesting department, County Commissioners, County Manager's Office, and Assistant County Attorneys.

(10) The CAO will coordinate with IT for the updates to the Web (Internet and Intranet).

RESOLUTION NO. 2009-R-_____ **SEMINOLE COUNTY, FLORIDA**

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

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to further define attendance under the membership structure for Leisure Services Advisory Committee members,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions in Section 4.18, "Leisure Services Advisory Committee", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2009.

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:_____

Attachment:
Section 4.18 "Leisure Services Advisory Committee Policy"
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Museum Exhibit Loan Agreement with the Altamonte Springs Historical Society

DEPARTMENT: Leisure Services **DIVISION:** Parks and Recreation

AUTHORIZED BY: Joe Abel **CONTACT:** Julia Thompson **EXT:** 2170

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement between the Altamonte Springs Historical Society and Seminole County to display the Altamonte Springs miniature models of historic buildings.

District 5 Brenda Carey Julia Thompson

BACKGROUND:
The Altamonte Springs Historical Society desires to partner with Seminole County and the Historical Museum to exhibit the miniature models of historic buildings of Altamonte Springs. The time frame would be during the late summer and fall in the exhibit hall area of the Museum of Seminole County History. There would be minimal cost to Seminole County government for the display involving staff time to assist in the moving, set up and return of the models. This would be accomplished during regular work hours.The Altamonte Springs Historical Society feels that displaying the miniatures at the museum will provide additional education and history to museum attendees and positive exposure for the City of Altamonte. The Museum of Seminole County History encourages these types of ventures and partnerships within our sister cities and welcomes the opportunity to highlight the history and background of these historic structures.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute an agreement between the Altamonte Springs Historical Society and Seminole County to display the Altamonte Springs Historical Society's miniatures of historic buildings of Altamonte Springs.

ATTACHMENTS:

1. Museum Exhibit Lease Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

MUSEUM EXHIBIT LOAN AGREEMENT
ALTAMONTE SPRINGS BUILDING MINIATURES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between the **ALTAMONTE SPRINGS HISTORICAL SOCIETY, INC.**, a Florida non-profit corporation, whose address is P.O. Box 150523, Altamonte Springs, Florida 32715, hereinafter referred to as "SOCIETY" 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".

W I T N E S S E T H:

WHEREAS, the COUNTY wishes to extend and enhance its showcase of Seminole County history by displaying miniatures of the historic structures of Altamonte Springs, and

WHEREAS, the SOCIETY wishes to display its collection of such miniatures at the Seminole County History Museum under the conditions as set forth herein,

NOW, THEREFORE, in consideration of the covenants as set forth herein, COUNTY and SOCIETY hereby:

Section 1. The SOCIETY agrees to lend to the COUNTY the following listed building miniatures for display at the Seminole County History Museum from July 1, 2009 through September 30, 2009:

	Model Description	Replacement Value, including labor
1.	The Altamonte Chapel	$2,000.00
2.	The Train Station	$2,500.00

3.	The Bundy House	$6,000.00
4.	The Jasmine Theater	$4,000.00
5.	The Bradlee-McIntyre House	$8,500.00

Section 2. The parties shall be jointly responsible for pick up, delivery, and set-up of the building miniatures. At the conclusion of the exhibition, the COUNTY shall be solely responsible for the breakdown of the exhibit and return of the miniatures to the SOCIETY.

Section 3. The parties agree that no fee shall be charged the COUNTY for use of these miniatures for the exhibit.

Section 4. Insurance coverage for the declared replacement value of the SOCIETY's miniatures shall be supplied by the COUNTY, with coverage to be effective from the date of delivery of the miniatures until the date the miniatures are delivered to the SOCIETY after the close of the exhibition. The SOCIETY agrees to substantiate the replacement value of the miniatures in writing if a claim is made.

Section 5. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, volunteers, and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided in Section 768.28, Florida Statutes.

Section 6. Either party may, upon written notice to the other party, terminate this Agreement, in whole or in part, at any time. Upon termination of this Agreement the COUNTY shall return the loaned

miniatures to the SOCIETY within 48 hours, unless mutually agreed otherwise.

Section 7. This Agreement shall take effect on the date of its execution by the parties and shall terminate on October 31, 2009.

Section 8. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances, by the parties hereto without prior written consent of the opposite party in a document of equal dignity herewith.

Section 9. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 10. SOCIETY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. SOCIETY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials under this Agreement and that said statute controls over the terms of this Agreement.

(Signature Page Follows)

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

ATTEST:

ALTAMONTE SPRINGS HISTORICAL SOCIETY, INC.

_____ By: _____
CARMEN BIERMAN, President

[Corporate Seal] Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AEC/sjs
5/7/09
P:\Users\Legal Secretary CSB\Library&Leisure Services\Museum Exhibit Loan Agreement.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for Chuluota Waste Water Treatment Plant

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of the Chuluota Waste Water Treatment Right-of-Way Utilization Permit Maintenance Bond #929373721MTC in the amount of $22,440.00 for the Chuluota Waste Water Treatment Plant road improvements.

District 1 Bob Dallari Lee Shaffer

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Chuluota Waste Water Treatment Plant project to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #929373721MTC for $22,440.00 (Western Surety Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at Tenth Street and Avenue C and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Chuluota Waste Water Treatment Plant Right-of-Way Utilization Permit Maintenance Bond #929373721MTC in the amount of $22,440.00 for the Chuluota Waste Water Treatment road improvements.

ATTACHMENTS:

1. ROW Utilization Permit Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

Bond No. 929373721MTC

KNOW ALL MEN BY THESE PRESENTS:

That we Wharton-Smith, Inc., whose address is 750 Monroe Road, Sanford, FL 32771, hereinafter referred to as "PRINCIPAL" and Western Surety Company, hereinafter referred to as "SURETY" are held and firmly bound unto 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 in the sum of $ 22,440.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as Tenth Street, recorded in Plat Book #2, Page(s) 54-58, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 5th, 20 05, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from May 14th, 20 07;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from May 14th, 20 07, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

Project Title: Chuluota Wastewater Treatment Facility Expansion, 125 East 10th Street, Chuluota, FL 32766

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 16th day of May, 20 07.

Name and Address:

750 Monroe Road
Sanford, FL 32771

Wharton-Smith, Inc. (Seal)
PRINCIPAL

By: Its: President/CEO
(If a corporation)
Ronald F. Davoli

Attest: Its: Corporate Secretary
(If a corporation)
William C. Robinson, Jr.

Name and Address:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Western Surety Company (Seal)
SURETY

By: Its: Attorney-In-Fact
Its Attorney-in-Fact & Florida Licensed Resident Agent
Jennifer L. McCarta

Attest:
Kathy Clawson, Witness

Inquiries: (407) 834-0022

(App E, LDC, through Supp 16).

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Margie L Morris, Brett A Ragland, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2006.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of May, 2007.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for South Bank Final Site Plan aka Orange Bank of Florida

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of the South Bank Final Site Plan a/k/a Orange Bank of Florida Right of Way Utilization Permit Maintenance Bond #3833522 in the amount of $1,371.20 for the South Bank Final Site Plan aka Orange Bank of Florida road improvements.

District 3 Dick Van Der Weide Lee Shaffer

BACKGROUND:
Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the South Bank Final Site Plan to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #3833522 for $1,371.20 (The Ohio Causalty Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at SR 434 and East Lake Brantley Drive and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the South Bank Final Site Plan aka Orange Bank of Florida Right-of-Way Utilization Permit Maintenance Bond #3833522 in the amount of $1,371.20 for the South Bank Final Site Plan a/k/a Orange Bank of Florida road improvements.

ATTACHMENTS:

1. ROW Utilization Permit Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Orange Bank of Florida, whose address is 519 N. Magnolia Avenue, Orlando, FL 32801, hereinafter referred to as "PRINCIPAL" and The Ohio Casulaty Insurance Company, hereinafter referred to as "SURETY" are held and firmly bound unto 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 in the sum of $ 1,371.20---------- for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as East Lake Brantley Rd. recorded in Plat Book 14, Page(s) 21, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 8, 20 06, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from May 8, 20 07;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from May 8, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 8th day of May, 20 07.

Name and Address:
Orange Bank of Florida
519 N. Magnolia Avenue
Orlando, FL 32801

Orange Bank of Florida (Seal)
PRINCIPAL

By: _____ Its: PRESIDENT
(If a corporation)

Attest: _____ Its: Corp. Sec.
(If a corporation)

Name and Address:
The Ohio Casualty Company
9450 Seward Road
Fairfield, OH 45014

The Ohio Casualty Company (Seal)
SURETY

By: _____ Its: Florida licensed Resident Agent & Its Attorney-in-Fact

Attest: _____

(App E, LDC, through Supp 16).

For Inquiries: (407)644-8689

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 38-671

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **B.A. Simms, Larry H. Mosley, Stephen A. Simms, James R. Havron, Jr. or Robert B. Simms of Winter Park, Florida** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TWO MILLION ($2,000,000.00) DOLLARS,** excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.
The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **24th day of May 2005.**

SEAL SEAL

Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **24th** day of **May, 2005** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 8th day of May 2007

SEAL SEAL

Mark E. Schmidt

Assistant Secretary

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for The Gathering Place Worship Center, LLC.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of The Gathering Place Worship Center, LLC Right-of-Way Utilization Permit Maintenance Bond #70060349 in the amount of $6,000.00 for The Gathering Place Worship Center, LLC road improvements.

District 5 Brenda Carey Lee Shaffer

BACKGROUND:
Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required The Gathering Place Worship Center, LLC project to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #70060349 for $6,000.00 (Western Surety Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on the east side of Orange Boulevard and south of South Sylvan Lake Drive and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of The Gathering Place Worship Center, LLC Right-of-Way Utilization Permit Maintenance Bond #70060349 in the amount of $6,000.00 for The Gathering Place Worship Center LLC road improvements.

ATTACHMENTS:

1. ROW Use Permit Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

Bond # 70060349
Effective Date: March 8, 2006

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we The Gathering Place Worship Center, Inc., whose address is P. O. Box 951629, Lake Mary, FL 32795, hereinafter referred to as "PRINCIPAL" and WESTERN SURETY COMPANY, hereinafter referred to as "SURETY" are held and firmly bound into 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 in the sum of $ 6,000.00 Six Thousand and no/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as _____, recorded in Plat Book See Attached, Page(s) _____ Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20 04, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from March 8, 20 06;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from March 8, 20 06 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 8th day of March, 20 06.

Name and Address:

The Gathering Place Worship Center, Inc.
P. O. Box 951629
Lake Mary, FL 32795

_____ (Seal)
PRINCIPAL

By: _____ Its: _____
(If a corporation)

Attest: _____ Its: _____
(If a corporation)

Name and Address:

WESTERN SURETY COMPANY
101 S. Phillips Ave.
Sioux Falls, SD 57104-6703

_____ (Seal)
SURETY

By: C. Langdon Its: C. Langdon, Ass't. Sec.
Its Attorney-in-Fact

Attest: H. Dahlstrom H. Dahlstrom, Ass't Sec.

(App E, LDC, through Supp 16).

By _____
Appointed Agent of Surety

EXHIBIT "A"

A PARCEL OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST; SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST; THENCE RUN S.00°00'00"W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 483.86 FEET THENCE DEPARTING THE WEST LINE OF THE NORTHWEST 1/4; RUN N.89°54'41"E., A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD #431 (ORANGE BOULEVARD), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°54'41"E., A DISTANCE OF 497.51 FEET; THENCE S.00°00'44"E., A DISTANCE OF 423.14 FEET; THENCE S.89°54'41"W., A DISTANCE OF 68.19 FEET; THENCE S.00°00'44"W., A DISTANCE OF 17.00 FEET; THENCE S.89°54'41"W., A DISTANCE OF 431.24 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY LINE OF COUNTY ROAD #431; THENCE N.00°00'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 440.14 FEET TO THE POINT OF BEGINNING.

This is a certified copy

OFFICIAL RECORDS BOOK 3795 PAGE 0342 SEMINOLE CO. FL

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

C. Langdon of Sioux Falls,
State of South Dakota, its regularly elected Assistant Secretary,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity, policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail, and surety and fidelity bonds; indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 8th day of March, 2006.

ATTEST

A. Vietor
Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 8th day of March, 2006, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires August 11, 2010

S. Petrik
Notary Public

Form 672-2-2006

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } SS

On this 8th day of March, 2006, before me, a Notary Public in and for said County, personally appeared C. Langdon, Ass't. Sec. personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

S. SIOH
My Commission Expires 2-12-2009

Notary Public

Form 103-12-98

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Agreement and Standby Letter of Credit for Markham Woods Enclave

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of the Markham Woods Enclave Private Road Maintenance Agreement and Standby Letter of Credit #31-9949 in the amount of $26,460.75 for the Markham Woods Enclave road improvements.

District 5 Brenda Carey Lee Shaffer

BACKGROUND:
Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Markham Woods Enclave project to have a Private Road Maintenance Agreement and Standby Letter of Credit, specifically, Maintenance Agreement and Standby Letter of Credit #13-9949 for $26,460.75 (Colonial Bank, N.A.), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at 5400 Markham Woods Road and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Markham Woods Enclave Maintenance Agreement and Standby Letter of Credit #13-9949 in the amount of $26,460.75 for the Markham Woods Enclave road improvements.

ATTACHMENTS:

1. Private Road Maintenance Agreement
2. Standby Letter of Credit
3. HOA Notification Response

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT
(For use with Letter of Credit)

THIS AGREEMENT is made and entered into this JULY day of 03, 2007, between KING BUILDERS, LLC, hereinafter referred to as "PRINCIPAL" and the MARKHAM WOODS ENCLAVE Homeowner's Association of MARKHAM WOODS ENCLAVE subdivision (hereinafter referred to as the "BENEFICIARY") or, if none, SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "HOLDER"), on behalf of all purchasers of lots within MARKHAM WOODS ENCLAVE subdivision.

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as MARKHAM WOODS ENCLAVE, a Plat of which is recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated AUGUST, 2004, (as subsequently revised or amended) and filed with the BENEFICIARY or the HOLDER, as the case may be; and

WHEREAS, PRINCIPAL is obligated to protect the BENEFICIARY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from JULY 03, 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY or to the HOLDER on behalf of the owners of lots within the subdivision (hereinafter referred to as LOT OWNERS) a certain Irrevocable Letter of Credit No. 31-9949 issued by COLONIAL BANK, in the sum of TWENTY-SIX THOUSAND, FOUR HUNDRED SIXTY DOLLARS 75 CENTS DOLLARS ($26,460 75xx).

NOW THEREFORE, the BENEFICIARY or the HOLDER on behalf of the LOT OWNERS, agrees to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the BENEFICIARY or to the HOLDER on behalf of the LOT OWNERS in the sum of TWENTY-SIX THOUSAND, FOUR HUNDRED SIXTY DOLLARS, 75 CENTS DOLLARS ($26,460 75xx) on the condition that, if PRINCIPAL shall promptly and faithfully protect the BENEFICIARY or LOT OWNERS against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from JULY 03, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The BENEFICIARY/HOLDER, or LOT OWNER shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in MARKHAM WOODS ENCLAVE subdivision) shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost

thereof, including, but not limited to, engineering, legal and contingent costs. Further, the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in MARKHAM WOODS ENCLAVE subdivision), in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in MARKHAM WOODS ENCLAVE subdivision), at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the BENEFICIARY/LOT OWNERS should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the BENEFICIARY (which shall include, but not be limited to any individual lot owner in MARKHAM WOODS ENCLAVE subdivision) the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

[This Agreement and all rights hereunder may be assigned by the HOLDER to the Homeowner's Association of MARKHAM WOODS ENCLAVE subdivision or to the individual lot owners of MARKHAM WOODS ENCLAVE subdivision as the case may be.]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

BENEFICIARY:

ATTEST/WITNESSES:

Tracey Havens

NATALIA HAYHURST

By: _____

Date: _____

PRINCIPAL:

KING BUILDERS, LLC

Signed, sealed and delivered in the presence of:

Tracey Havens

NATALIA HAYHURST

By: _____

REX CRANE

Date: _____

HOLDER:

WITNESSES:

Sherri Harless

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

Albert English, Manager Roads/Stormwater

Date: 12-20-07

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamling of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 20 day of December, ~~19~~2007, by Albert English, who is personally known to me or who has produced _____ as identification.

Teresa L. Touchton

Print Name Teresa L Touchton
Notary Public in and for the County and State Aforementioned

My commission expires: _____

Notary Public State of Florida
Teresa L Touchton
My Commission DD532283
Expires 05/19/2010

F:\USERS\ROGER\FRM\LDCE105
Rev. 05/30/97

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT		PAGE 1
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	IRREVOCABLE STANDBY LETTER OF CREDIT	NUMBER 31 9949
ADVISED BY MAIL	DATE AND PLACE OF EXPIRY JULY 03, 2009 SUNRISE, FLORIDA	
APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771	
ADVISING BANK NOT APPLICABLE	AMOUNT USD26,460.75 U.S. DOLLARS TWENTY SIX THOUSAND FOUR HUNDRED SIXTY AND CENTS SEVENTY FIVE ONLY	
	CREDIT AVAILABLE WITH COLONIAL BANK, N.A. BY PAYMENT AGAINST PRESENTATION OF THE DOCUMENTS DETAILED HEREIN	

THE SUM 26,460.75*

IRREVOCABLE LETTER OF CREDIT
FOR PRIVATE ROAD MAINTENANCE AGREEMENT

DEAR COMMISSIONERS:

BY ORDER OF KING BUILDERS, LLC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON COLONIAL BANK, N.A., 1580 SAWGRASS CORPORATE PARKWAY, SUITE 310, SUNRISE, FL 33323 UP TO AN AGGREGATE AMOUNT OF UNITED STATES DOLLARS TWENTY SIX THOUSAND FOUR HUNDRED SIXTY AND 75/100 (US$26,460.75) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED JULY 3, 2007, BETWEEN KING BUILDERS, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JULY 3, 2009, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 31-9949 OF COLONIAL BANK, N.A. DATED JULY 3, 2007, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT		PAGE 2
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	CONTINUATION OF STANDBY LETTER OF CREDIT	NUMBER 31 9949
ADVISED BY MAIL	DATE AND PLACE OF EXPIRY JULY 03, 2009 SUNRISE, FLORIDA	
APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771	

THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PRIVATE ROAD MAINTENANCE AGREEMENT WITH KING BUILDERS, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OF THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED JULY 3, 2007, AND THE COMPLETION OF KING BUILDERS, LLC'S OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO COLONIAL BANK, N.A.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT COLONIAL BANK, N.A., SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007 AS REFERENCED HEREIN.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 590.

********** END OF CREDIT **********

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT		PAGE 3
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	CONTINUATION OF STANDBY LETTER OF CREDIT	NUMBER 31 9949
ADVISED BY MAIL	DATE AND PLACE OF EXPIRY JULY 03, 2009 SUNRISE, FLORIDA	
APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771	

UNAUTHORIZED COPY

THIS AREA INTENTIONALLY BLANK

THIS DOCUMENT CONSISTS OF 3 PAGES

FOR AND ON BEHALF OF
COLONIAL BANK, N.A.

AUTHORIZED SIGNATURE(S)

Harbin, BeJay

From: Rex Crane [rexcrane@earthlink.net]
Sent: Tuesday, May 19, 2009 10:22 AM
To: Harbin, BeJay
Subject: Markham Woods Enclave subdivision

Please be advised that Markham Woods Enclave Owners Association, Inc. has no objection to the release of the warranty bond or bonds (or Letters of Credit) being held by Seminole County on King Builders, LLC. on the Markham Woods Enclave subdivision.

All their work and the resulting infrastructure are satisfactory to our HOA.

Thank you for your consideration.

Rex Crane
President
Markham Woods Enclave Owners Association, Inc.
3359 Horseshoe Bend Ct.
Longwood, Florida 32779

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Agreement and Letter of Credit for Heatherwood Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of the Heatherwood Subdivision Private Road Maintenance Agreement and Letter of Credit #F848239 in the amount of $151,327.00 for the Heatherwood Subdivision road improvements.

District 5 Brenda Carey Lee Shaffer

BACKGROUND:
Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Heatherwood Subdivision project to have a Private Road Maintenance Agreement and Letter of Credit, specifically, Maintenance Agreement and Letter of Credit #F848239 for $151,327.00 (SunTrust Bank), to insure against any significant degradation in operating conditions resulting from any defective work covered by this agreement. Staff conducted a two year maintenance inspection for this project located at Myrtle Avenue and Nolan Road and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the release of the Heatherwood Subdivision Maintenance Agreement and Letter of Credit #F848239 in the amount of $151,327.00 for the Heatherwood Subdivision road improvements.

ATTACHMENTS:

1. Private Road Maintenance Agreement
2. Standby Letter of Credit
3. HOA Notification Response

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT
(For use with Letter of Credit)

THIS AGREEMENT is made and entered into this 5th day of April, ~~19~~2006, between M/I Homes of Orlando, LLC, hereinafter referred to as "PRINCIPAL" and the Heatherwood Lake Jesup Homeowner's Association of Heatherwood subdivision (hereinafter referred to as the "BENEFICIARY") or, if none, SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "HOLDER"), on behalf of all purchasers of lots within Heatherwood subdivision.

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Heatherwood, a Plat of which is recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated March 22, ~~19~~2005, (as subsequently revised or amended) and filed with the BENEFICIARY or the HOLDER, as the case may be; and

WHEREAS, PRINCIPAL is obligated to protect the BENEFICIARY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from June 1, ~~19~~2008; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY or to the HOLDER on behalf of the owners of lots within the subdivision (hereinafter referred to as LOT OWNERS) a certain Irrevocable Letter of Credit No. F848339 issued by SunTrust Bank, in the sum of One Hundred Fifty-One Thousand Three Hundred Twenty Seven DOLLARS ($151,327.00).

NOW THEREFORE, the BENEFICIARY or the HOLDER on behalf of the LOT OWNERS, agrees to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the BENEFICIARY or to the HOLDER on behalf of the LOT OWNERS in the sum of One Hundred Fifty One Thousand Three Hundred Twenty Seven DOLLARS ($151,327.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the BENEFICIARY or LOT OWNERS against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from June 1, ~~19~~2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The BENEFICIARY/HOLDER, or LOT OWNER shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in Heatherwood subdivision) shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost

thereof, including, but not limited to, engineering, legal and contingent costs. Further, the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in Heathenwood subdivision), in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in Heathenwood subdivision), at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the BENEFICIARY/LOT OWNERS should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the BENEFICIARY (which shall include, but not be limited to any individual lot owner in Heathenwood subdivision) the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

[This Agreement and all rights hereunder may be assigned by the HOLDER to the Homeowner's Association of Heathenwood @ Lake Jessup subdivision or to the individual lot owners of Heathenwood subdivision as the case may be.]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

BENEFICIARY:

Heathenwood at Lake Jessup Homeowners Association, Inc

ATTEST/WITNESSES:

By: [signature], Vice President

Date: 4-5-06

PRINCIPAL:

M/I Homes of Orlando, LLC

Signed, sealed and delivered in the presence of:

By: [signature], President of Land Operations - Central Florida Area

Date: 4-5-06

HOLDER:

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

Owen O. Reagan

Owen Reagan, Acting Manager

Date: 10/10/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamling of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 10 day of October, 19~~2~~006, by Owen Reagan, who is personally known to me or who has produced _____ as identification.

Teresa L. Touchton
Print Name Teresa L. Touchton
Notary Public in and for the County and State Aforementioned

My commission expires:

Notary Public State of Florida
Teresa L Touchton
My Commission DD532283
Expires 05/19/2010

F:\USERS\ROGER\FRM\LDCE105
Rev. 05/30/97

SUNTRUST

LETTER OF CREDIT NUMBER F848239

ISSUANCE DATE: APRIL 05, 2006

APPLICANT:
M/I HOMES OF ORLANDO, INC.
3 EASTON OVAL, SUITE 500
COLUMBUS, OHIO 43219

BENEFICIARY:
HEATHERWOOD AT LAKE JESSUP
HOMEOWNERS ASSOCIATION
237 S. WESTMONTE DR., SUITE 111
ALTAMONTE SPRINGS, FL 32714

FOR USD 151,327.00
(ONE HUNDRED FIFTY ONE THOUSAND THREE HUNDRED TWENTY SEVEN 00/100 U.S. DOLLARS)

DATE OF EXPIRATION: JUNE 01, 2008
PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. F848239 IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING DOCUMENT:

BENEFICIARY'S DATED CERTIFICATE PURPORTEDLY SIGNED BY ONE OF ITS OFFICIALS STATING:
"A SIGNED STATEMENT OF THE HEATHERWOOD AT LAKE JESSUP HOMEOWNERS ASSOCIATION THAT THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED JUNE 1, 2006, BETWEEN M/I HOMES OF ORLANDO, LLC AND THE HEATHERWOOD AT LAKE JESSUP HOMEOWNERS ASSOCIATION IS IN DEFAULT."

THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION

CONTINUED ON NEXT PAGE

SUNTRUST

DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE HEATHERWOOD AT LAKE JESSUP HOMEOWNERS ASSOCIATION SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY THE HEATHERWOOD AT LAKE JESSUP HOMEOWNERS ASSOCIATION AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PRIVATE ROAD MAINTENANCE AGREEMENT WITH M/I HOMES OF ORLANDO, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OF THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED JUNE 1, 2006, AND THE COMPLETION OF M/I HOMES OF ORLANDO, LLC OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

IF THE HEATHERWOOD AT LAKE JESSUP HOMEOWNERS ASSOCIATION INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR THE HEATHERWOOD AT LAKE JESSUP HOMEOWNERS ASSOCIATIONS COURT COSTS AND REASONABLE ATTORNEYS' FEES, BUT THE BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED JUNE 1, 2006, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE JUNE 01, 2008 OR ANY AUTOMATICALLY EXTENDED DATE.

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK, INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT

CONTINUED ON NEXT PAGE

SUNTRUST

LETTER OF CREDIT NUMBER F848239 PAGE NO. 3

25 PARK PLACE, 16TH FLOOR, MC 3706
ATLANTA, GEORGIA 30303

PLEASE DIRECT ALL INQUIRIES TO:
PHONE: 800-951-7847 OPTION 3.

SINCERELY,

SUNTRUST BANK

AUTHORIZED SIGNATURE
105

Dale Toothill
Assistant Vice President

Heatherwood at Lake Jessup Homeowners Association, Inc.
5401 S. Kirkman Road, Suite 450
Orlando, FL 32819

March 3, 2009

Mr. Justin Campbell,
Land Development Manager
M/I Homes of Orlando, LLC
Lake Mary, Florida

Subject: Heatherwood at Lake Jessup
Engineering report

Dear Mr. Campbell,

This letter is to serve as confirmation that all the items noted on the engineering report, done by Windermere Properties and Engineering Services, Inc. and brought up during the turnover meeting, have been addressed. All obligations, related to the engineering report, have been met, and the owners are now in full-control of the HOA and its related matters.

Thank you for your help, and feel free to contact me if you have any questions or need any additional information.

On behalf of the board of directors,

Frank Constable
President, Heatherwood at Lk Jessup HOA, Inc.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approve Final Plat for Ligonier Academy of Theology

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the final plat for Ligonier Academy of Theology, containing 4 lots on a 27.43 acre parcel zoned PUD (Planned Unit Development), located on the south side of Wayside Drive, approximately 633 feet east of Orange Blvd. and approximately ¼ mile south of W. S R 46, in Section 30, Township 19 S, Range 30 E – (St. Andrew's Chapel, Inc. and Ligonier Ministries, Inc., applicants).

District 5 Brenda Carey Cynthia Sweet

BACKGROUND:

The applicants, St. Andrew's Chapel, Inc. and Ligonier Ministries, Inc., are requesting the Board to approve the final plat for Ligonier Academy of Theology, containing 4 lots on a 27.43 acre parcel. The property is zoned PUD (Planned Unit Development) and is located on the south side of Wayside Drive, approximately 633 feet east of Orange Blvd. and approximately ¼ mile south of W. S R 46, in Section 30, Township 19 S, Range 30 E.

Each lot will be served by Seminole County for public water and sewer and all internal roads are private. Subdivision improvements were completed and the applicant has provided a two-year Maintenance Bond to warranty the operation of the subdivision improvements.

The plat meets all applicable requirements of the approved Final Master Plan and Developer's Commitment Agreement for Ligonier Ministries PUD, Chapter 35, Section 35.44, Seminole County Land Development Code, and Chapter 177, Florida Statutes.

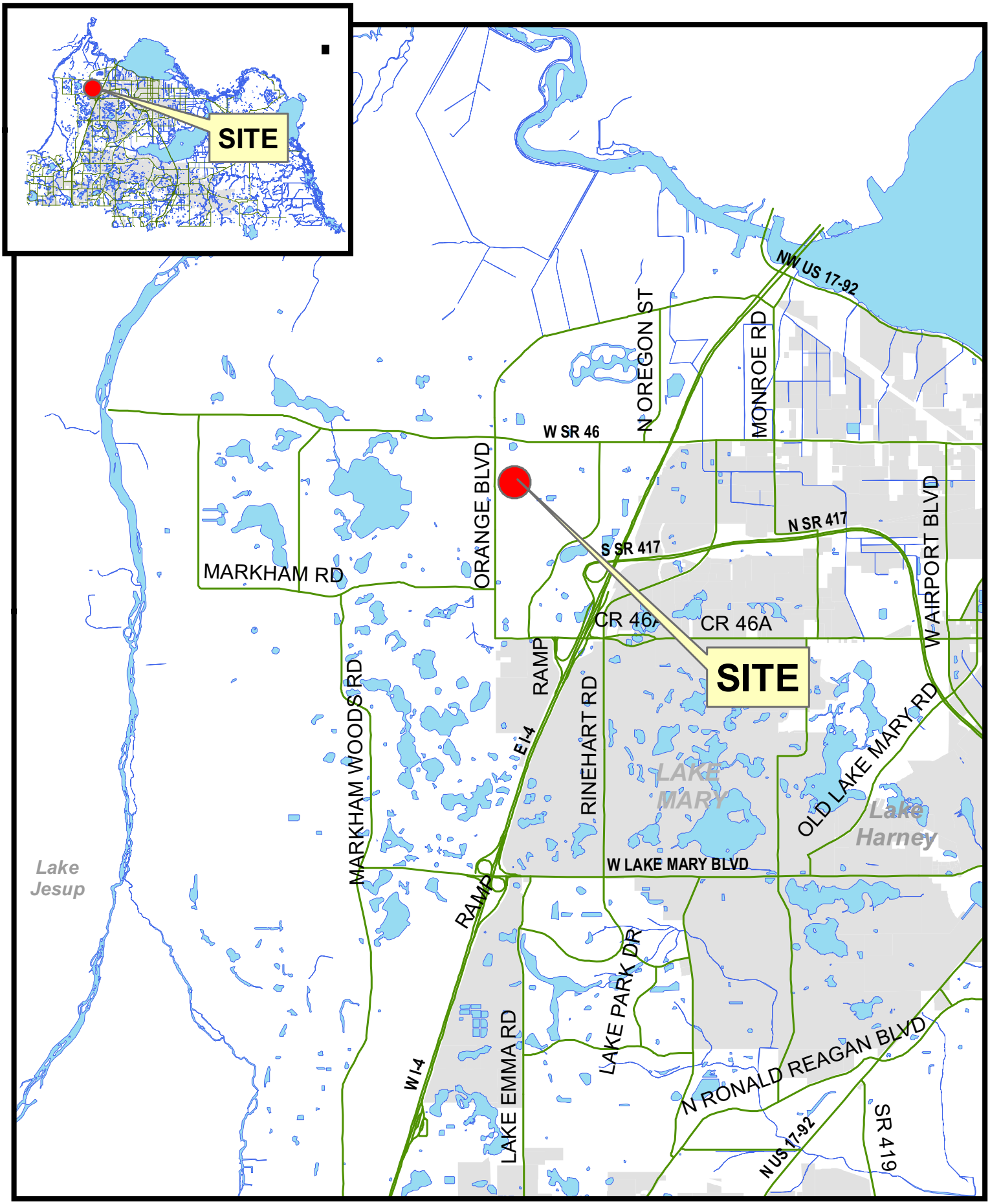
STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the final plat for Ligonier Academy of Theology, containing 4 lots on a 27.43 acre parcel zoned PUD (Planned Unit Development), located on the south side of Wayside Drive, approximately 633 feet east of Orange Blvd. and approximately ¼ mile south of W. S R 46, in Section 30, Township 19 S, Range 30 E – (St. Andrew's Chapel, Inc. and Ligonier Ministries, Inc., applicants).

ATTACHMENTS:

1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Reduced Copy of Plat

Additionally Reviewed By:

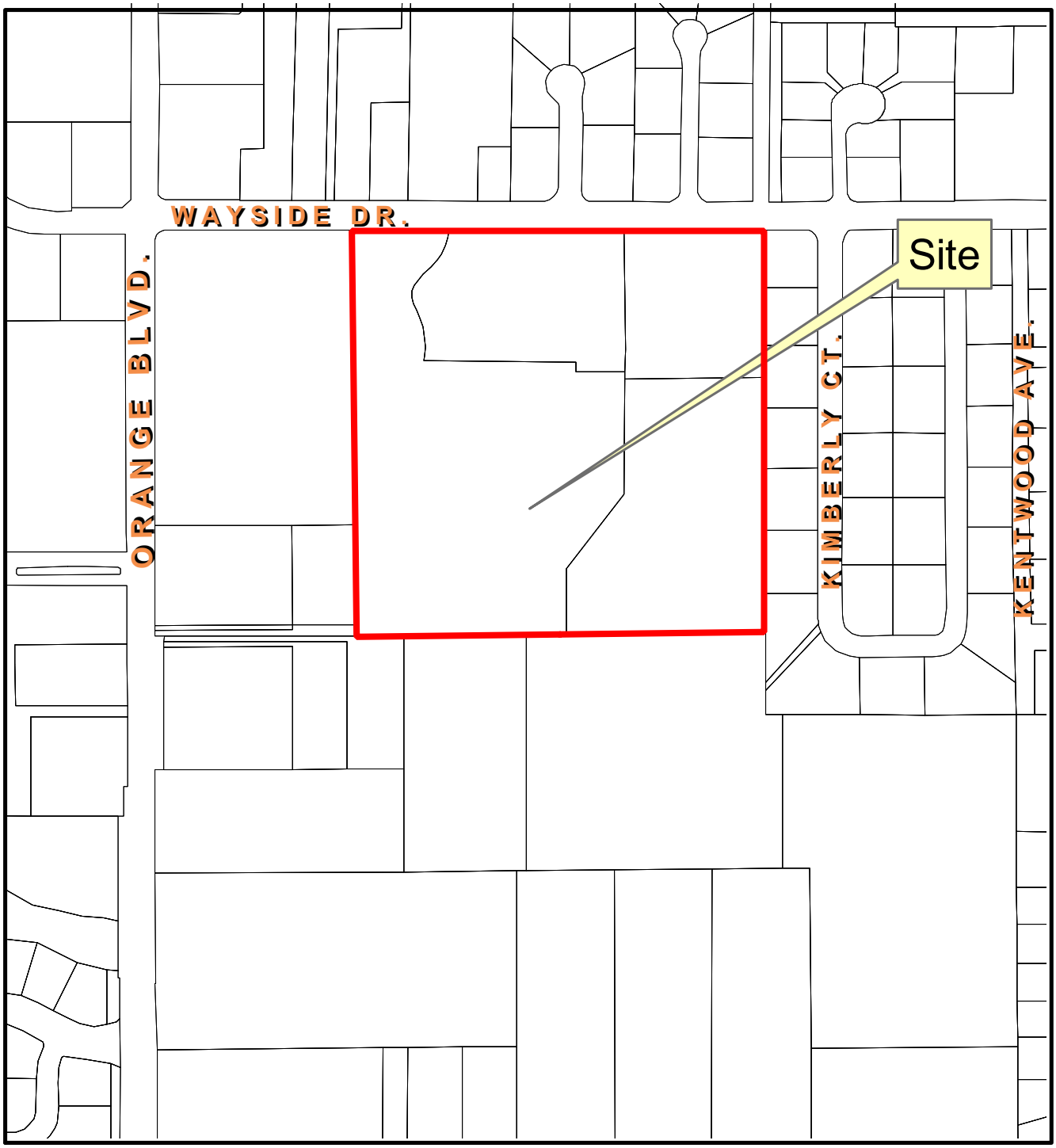
☑ County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd **/**/06

Ligonier Academy of Theology

EXHIBIT A



Ligonier Academy of Theology

EXHIBIT B

Ligonier Academy
of Theology

Parcel
Subject Property

January 2009 Color Aerials

EXHIBIT C

LIGONIER ACADEMY OF THEOLOGY

SHEET 1 OF 2

A REPLAT OF CAMPISI SUBDIVISION, AS RECORDED IN PLAT BOOK 65, PAGES 84 AND 85 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST SEMINOLE COUNTY, FLORIDA

DESCRIPTION

A tract of land lying in the Southwest 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of Section 30, Township 19 South, Range 30 East, Seminole County, Florida; thence North 89° 56' 00" East along the North line of the Southwest 1/4 of Section 30 for a distance of 580.00 feet; thence South 00° 03' 46" East for a distance of 25.00 feet to the POINT OF BEGINNING; thence North 89° 56' 00" East along a line 25.00 feet South of and parallel with the North line of the Southwest 1/4 of said Section 30 and along the South Right-of-Way of Wayside Drive for a distance of 1088.62 feet; thence South 00° 04' 24" West along the West line of SHADOW LAKE WOODS, as recorded in Plat Book 22, Page 25 of the Public Records of Seminole County, Florida for a distance of 1088.44 feet; thence South 89°51'02" West, a distance of 1096.04 feet; thence North 00°03'46" West along the East line of SHADOW LAKE ACRES, as recorded in Plat Book 22, Page 24 of the Public Records of Seminole County, Florida, a distance of 1090.02 feet to the POINT OF BEGINNING.

Containing 27.438 acres (1,195,240 square feet) more or less.

NOTES

1.) BEARINGS ARE BASED ON THE NORTH LINE OF THE SW 1/4 OF SECTION 30-19-30, AS BEING S 89°56'00" W.

2.) DRIVEWAYS SHALL BE SPACED NO CLOSER THAN 200 FEET.

3.) A 5 FOOT PRIVATE DRAINAGE EASEMENT IS RESERVED ALONG ALL LOT LINES AS SHOWN HEREON.

4.) OLD 50 FOOT WIDE STATE ROAD #46 RIGHT OF WAY WAS OFFICIALLY DELETED FROM THE STATE PRIMARY ROAD SYSTEM BY THE FLORIDA DEPARTMENT OF TRANSPORTATION ON JUNE 26, 1973. DELEGATION OF MAINTENANCE AUTHORITY WAS TRANSFERRED TO SEMINOLE COUNTY BY THE FLORIDA DEPARTMENT OF TRANSPORTATION BY LETTER TO THE CLERK OF THE CIRCUIT COURT ON JUNE 28, 1973.

5.) TRACT "A" (JOHN CALVIN COURT) IS A PRIVATE ROADWAY TRACT ALSO PROVIDING FOR DRAINAGE AND UTILITIES AND IT WILL BE OWNED AND MAINTAINED BY LIGONIER MINISTRIES, INC. THERE IS A UTILITY EASEMENT DEDICATED TO SEMINOLE COUNTY OVER THE ENTIRE PORTION OF TRACT "A".

6.) TRACT "B" (LUTHER LANE) IS A TRACT OF LAND BEING RESERVED FOR FUTURE ACCESS, DRAINAGE AND UTILITIES TO THE PROPERTY LYING SOUTH OF THIS PLAT AND IT WILL BE OWNED AND MAINTAINED BY LIGONIER MINISTRIES, INC. THERE IS A UTILITY EASEMENT DEDICATED TO SEMINOLE COUNTY OVER THE ENTIRE PORTION OF TRACT "B".

7.) THE ENVIRONMENTAL LINE SHOWN AROUND SHADOW LAKE WAS FIELD LOCATED BY TINKLEPAUGH BASED ON FLAGGING ESTABLISHED BY THE OWNER'S ENVIRONMENTAL CONSULTANT.

8.) STATE PLANE COORDINATES SHOWN ARE BASED ON THE FOLLOWING SEMINOLE COUNTY CONTROL DATA:

GPS 0288 / WILSON DESCRIBED AS FOLLOWS:
A 5" X 5" CONCRETE MONUMENT WITH BRASS DISK STAMPED G.P.S. 0288/WILSON, THE MONUMENT IS LOCATED 80'+/- NORTH OF WILSON ROAD AND 27'+/- EAST OF ORANGE BOULEVARD. (C-431)
NORTHING: 1824114.588 EASTING: 539843.248 FLORIDA EAST ZONE NORTH AMERICAN DATUM OF 1983

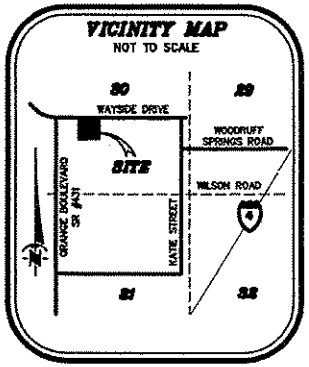
GPS 0289 / WAYSIDE DESCRIBED AS FOLLOWS:
A 5" X 5" CONCRETE MONUMENT WITH BRASS DISK STAMPED G.P.S. 0289/WAYSIDE, THE MONUMENT IS LOCATED 80'+/- SOUTH OF WAYSIDE ROAD AND 21'+/- EAST OF ORANGE BOULEVARD. (C-431)
NORTHING: 1825681.581 EASTING: 539837.842 FLORIDA EAST ZONE NORTH AMERICAN DATUM OF 1983 / 1990 ADJUSTMENT

9.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

10.) HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITH SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.

VICINITY MAP

NOT TO SCALE



NOTICE

SEMINOLE COUNTY DEVELOPMENT ORDER PROJECT # 07-21700005 AS PER THIRD REVISED AND RESTATED DEVELOPMENT ORDER AS RECORDED IN OFFICIAL RECORDS BOOK 6793, PAGE 1940 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR CONTINGENCIES AS TO PUBLIC FACILITY CAPACITY ENCUMBRANCE OR RESERVATION AND OTHER INFORMATION.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3776

LIGONIER ACADEMY OF THEOLOGY
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner(s) in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates Tract "C" (Additional 15' Right-of-Way), and a Conservation Easement with its 25.00-foot wide Upland Buffer over Shadow Lake and Utility Easements to Seminole County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the individuals named below on _____ 2008.

LIGONIER MINISTRIES, INC.

By: _____

Attest: Printed Name

Signed and sealed in the presence of:

_____ _____

_____ _____

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid personally appeared _____ and _____ known to be the individuals described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

The aforesaid person(s) is/are personally known to me
or has/have produced _____ as identification.
Did take an oath:
Did not take an oath:

IN WITNESS WHEREOF, I have set my hand and seal on the above date.

_____
NOTARY PUBLIC
My Commission Expires _____

PLAT BOOK PAGE

LIGONIER ACADEMY OF THEOLOGY
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner(s) in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates Tract "C" (Additional 15' Right-of-Way), and a Conservation Easement with its 25.00-foot wide Upland Buffer over Shadow Lake and Utility Easements to Seminole County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the individuals named below on _____ 2008.

ST. ANDREW'S CHAPEL, INC.

By: _____

Attest: R.C. Sproul

Signed and sealed in the presence of:

_____ _____

_____ _____

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgements in the State and County aforesaid personally appeared _____ and _____ known to be the individuals described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

☐ The aforesaid person(s) is/are personally known to me
☐ or has/have produced _____ as identification.
☐ Did take an oath:
☐ Did not take an oath:

IN WITNESS WHEREOF, I have set my hand and seal on the above date.

_____
NOTARY PUBLIC
My Commission Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on May 31, 2007 he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Seminole County, Florida; Prepared in compliance with the provisions of Chapter 177, Florida Statutes.

SIGNATURE _____
Arthur W. Tucker, P.S.M. Registration No. 4381
TINKLEPAUGH SURVEYING SERVICES, INC.
379 W MICHIGAN STREET, SUITE 208 ORLANDO, FLORIDA 32806
Telephone (407) 422-0957 – Fax (407) 422-6915
LICENSED BUSINESS No. 3776

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

BY: _____ BY: _____
CHAIRMAN OF THE BOARD CLERK OF THE BOARD

PRINTED NAME: _____ PRINTED NAME: _____

COUNTY SURVEYOR'S CERTIFICATE

I have reviewed this plat and find it to be in conformity with Chapter 177 Florida Statutes.

_____
Steve L. WESSELS, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

Date: _____

CERTIFICATE OF CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____ File No. _____

_____
Clerk of the Circuit Court
In and for Seminole County, Florida

BY _____

Printed Name: _____

EXHIBIT D

LIGONIER ACADEMY OF THEOLOGY

SHEET 2 OF 2

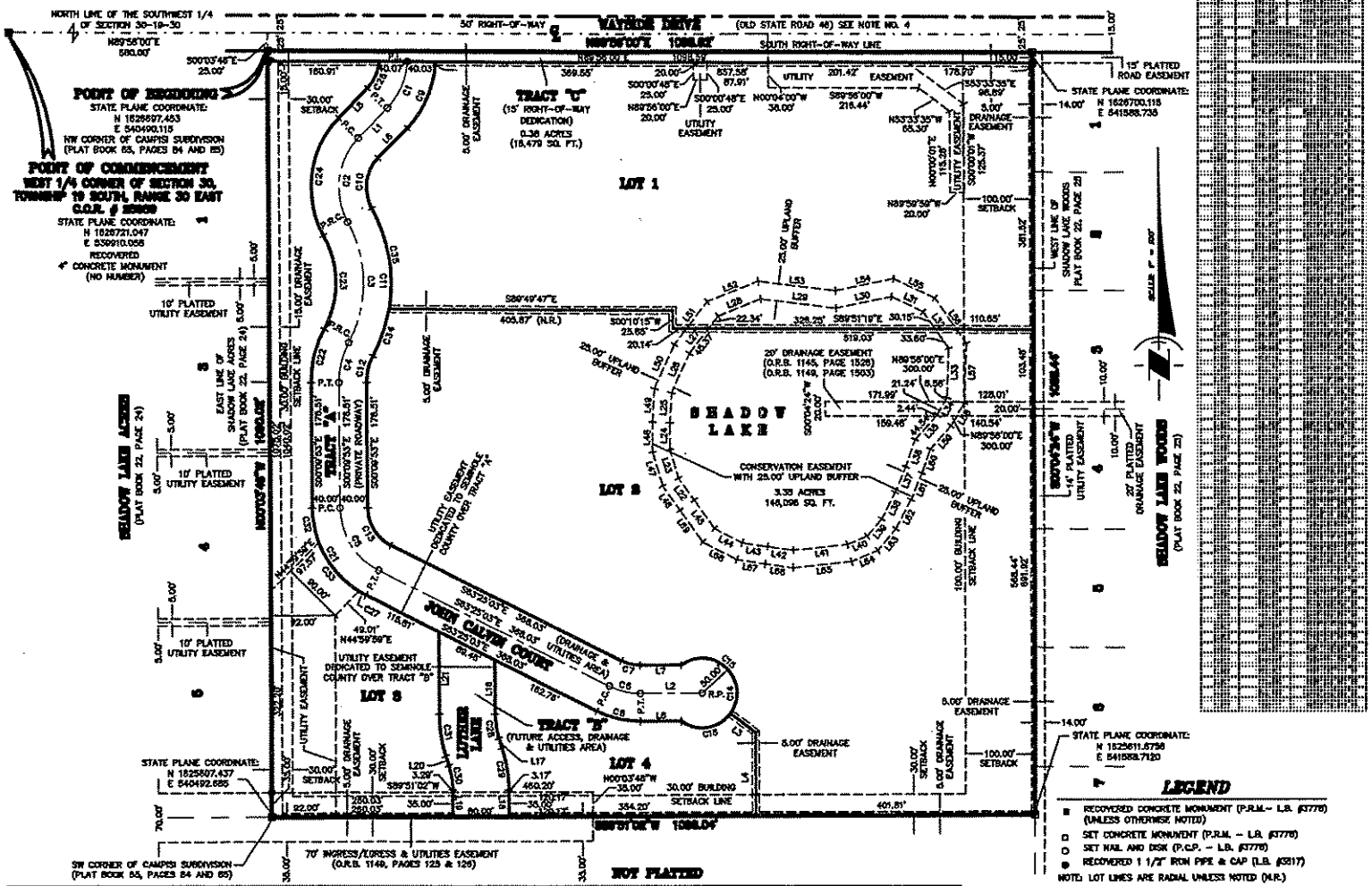
A REPLAT OF CAMPISI SUBDIVISION, AS RECORDED IN PLAT BOOK 65, PAGES 84 AND 85 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD	CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD	CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	100.00'	42°01'02"	73.33'	S23°33'16"W	71.70'	C13	50.00'	83°15'09"	68.24'	S31°47'28"E	62.93'	C25	50.00'	46°16'22"	42.17'	S24°25'35"W	41.31'
C2	100.00'	73°34'19"	128.41'	S07°46'37"W	119.77'	C14	50.00'	253°44'23"	221.43'	S00°00'00"E	80.00'	C26	INTENTIONALLY DELETED				
C3	180.00'	57°30'58"	180.69'	S00°15'03"E	173.20'	C15	50.00'	193°01'05"	142.23'	S45°21'39"E	98.90'	C27	140.00'	04°54'45"	12.00'	S80°57'40"E	12.00'
C4	120.00'	28°40'19"	60.05'	S14°10'16"W	59.43'	C16	50.00'	90°43'16"	79.17'	S81°30'32"W	71.18'	C28	110.00'	18°15'31"	35.05'	S09°07'45"E	34.91'
C5	100.00'	63°15'09"	110.40'	S31°47'28"E	104.88'	C17	INTENTIONALLY DELETED					C29	190.00'	18°11'45"	60.34'	S09°09'39"E	60.09'
C6	100.00'	28°34'57"	46.40'	S76°42'31"E	45.98'	C18	INTENTIONALLY DELETED					C30	110.00'	18°11'45"	34.93'	S09°09'39"E	34.79'
C7	50.00'	28°34'57"	27.84'	S76°42'31"E	27.59'	C19	INTENTIONALLY DELETED					C31	190.00'	18°15'31"	60.55'	S09°07'45"E	60.29'
C8	140.00'	28°34'57"	84.00'	S76°42'31"E	64.37'	C20	INTENTIONALLY DELETED					C32	140.00'	20°40'21"	50.51'	S10°30'04"E	50.24'
C9	140.00'	42°43'50"	104.49'	S23°10'50"W	102.08'	C21	140.00'	83°13'09"	154.56'	S31°47'28"E	146.83'	C33	140.00'	37°40'03"	92.04'	S36°40'18"E	90.39'
C10	80.00'	73°34'19"	77.04'	S07°46'37"W	71.85'	C22	180.00'	28°40'19"	80.07'	S14°10'16"W	79.23'	C34	220.00'	18°39'57"	71.67'	S19°10'27"W	71.36'
C11	220.00'	57°30'58"	220.65'	S00°15'03"E	211.69'	C23	140.00'	57°30'58"	140.54'	S00°15'03"E	134.71'	C35	220.00'	38°31'01"	149.18'	S06°35'02"E	146.33'
C12	80.00'	28°40'19"	40.03'	S14°10'16"W	39.62'	C24	140.00'	73°34'19"	179.77'	S07°46'37"W	167.67'						

LEGEND

- ■ RECOVERED CONCRETE MONUMENT (P.R.M.– L.B. #3776) (UNLESS OTHERWISE NOTED)
- □ SET CONCRETE MONUMENT (P.R.M. – L.B. #3776)
- ○ SET NAIL AND DISK (P.C.P. – L.B. #3776)
- ● RECOVERED 1 1/2" IRON PIPE & CAP (L.B. #3217)

NOTE: LOT LINES ARE RADIAL UNLESS NOTED (N.R.)

C.C.R. =	CERTIFIED CORNER RECORD	P.T. =	POINT OF TANGENCY
FP&L =	FLORIDA POWER & LIGHT	P.I. =	POINT OF INTERSECTION
O.R.B. =	OFFICIAL RECORDS BOOK	R.P. =	RADIUS POINT
N.R. =	NOT RADIAL	SQ. FT. =	SQUARE FEET
P.C.P. =	PERMANENT CONTROL POINT	✓ =	CHANGE IN DIRECTION
P.R.M. =	PERMANENT REFERENCE MONUMENT	℄ =	CENTERLINE OF ROAD
P.C. =	POINT OF CURVATURE	Δ =	DELTA (CENTRAL ANGLE)

Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 5778

k:\TOPAG3\TOPAG3.dwg 5/7/2009 SK-7813-02

EXHIBIT D

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 08-46-CEB – Joseph A. Comfort, III, (previous owners) and Wells Fargo Bank (current owner), 1901 Houndslake Drive, Winter Park

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:
Approve the Satisfaction of Lien in the amount of $1,800.00, Case No. 08-46-CEB, on 1901 Houndslake Drive, Winter Park, Tax Parcel # 34-21-30-527-0300-0120, Joseph A. Comfort, III (previous owners) and Wells Fargo Bank (current owner), and authorize the Chairman to execute a Satisfaction of Lien.

District 1 Bob Dallari Tina Williamson

BACKGROUND:

In response to a complaint on November 7, 2007, the Code Enforcement Officer observed the following violation located at 1901 Houndslake Drive, Winter Park: The accumulation of trash and debris which is in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g).

The timeline on this violation is below:

DATE	ACTION	RESULT
March 27, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Findings of Fact, Conclusions of Law and Order entered by the Code Enforcement Board setting a compliance date of April 10, 2008 or a fine of $100.00 per day imposed until compliance is achieved
April 14, 2008	Affidavit of Non-Compliance	Violation remained
April 29, 2008	Affidavit of Compliance	Violation corrected. Property was out of compliance for 18 days @ $100.00 per day
June 26, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order Imposing Fine/Lien entered by the Code Enforcement Board imposing a lien of $1,800.00 for 18 days of non-compliance.
May 5, 2009	Payment received in the amount of $1,800.00	

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Satisfaction of Lien in the amount of $1,800.00, Code Enforcement Board Case #08-46-CEB, on 1901 Houndslake Drive, Winter Park a, Tax Parcel # 34-21-30-527-0300-0120, Joseph A. Comfort, III, (previous owners) and Wells Fargo Bank (current owner)and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings of Fact
2. Affidavit Of Non Compliance
3. Affidavit Of Compliance
4. Order imposing Lien
5. Payment and receipt
6. Property Appraiser Data
7. Satisfaction of Lien

Additionally Reviewed By:

☑ County Attorney Review (Melissa Clarke)

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06963 Pgs 1272 - 1273; (2pgs)
CLERK'S # 2008038473
RECORDED 04/03/2008 08:35:36 AM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CASE NO. 08-46-CEB

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

JOSEPH A. COMFORT, III
PARCEL I.D. NO – 34-21-30-527-0300-0120

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY:
DATE: 4-1-08

RETURN TO SANDY McCANN

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-46-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 34-21-30-527-0300-0120) located at 1901 Houndslake Drive, Winter Park, located in Seminole County and legally described as follows:

LEG LOT 12 BLK 3 CEDAR RIDGE UNIT 1 PB 22 PG 80

(b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g)

It is hereby ordered that the Respondent shall correct the violation on or before april 10, 2008. In order to correct the violation, the Respondent shall take the following remedial action:

1) REMOVE ANY TREE DEBRIS FROM THE PROPERTY

If the Respondent does not comply with the Order, a fine of $ 100.00 **per day** will be imposed for each day the violation continues or is repeated after compliance past april 10, 2008.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 27th day of March 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of March 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

Joseph A Comfort III,

Respondent.
_____/

CASE NO: 08-46-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06994 Pg 1954; (1pg)
CLERK'S # 2008057697
RECORDED 05/16/2008 02:35:47 PM
RECORDING FEES 10.00
RECORDED BY G Harford

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Donna Wisniewski,** Code Inspector for **PLANNING DIVISION**, who after being duly sworn, deposes and says:

1. That on **March 27, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **April 10, 2008**.

3. That a re-inspection was performed on **April 14, 2008**.

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **trash & debris remained on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 14th day of **April 2008.**

Donna Wisniewski
Donna Wisniewski, Inspector

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **14th** day of **April 2008,** by **Donna Wisniewski**, who is personally known to me and who did take an oath.

Jane Spencer
Notary Public in and for the County and State Aforementioned
My commission expires:

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spencer
DATE: 5/13/08

RETURN TO SANDY MAGGARD

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida

Petitioner,

Vs.

Joseph A Comfort III,

Respondent.

_____/

Case No. **08-46-CEB**

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06994 Pg 1955; (1pg)
CLERK'S # 2008057698
RECORDED 05/16/2008 02:35:47 PM
RECORDING FEES 10.00
RECORDED BY G Harford

RETURN TO: SANDY McCANN

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Donna Wisniewski**, Code Enforcement Officer, Seminole County Sheriff's Office, who after being duly sworn, deposes and says:

1. That on **March 27, 2008,** the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **April 10, 2008**.

3. That a re-inspection was performed and the Respondent was in compliance on **April 29, 2008.**

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **uncultivated vegetation and junked or abandoned vehicles have been removed from the property.**

FURTHER AFFIANT SAYETH NOT. DATED this **29th day** of **April 2008.**

Donna Wisniewski
Donna Wisniewski, Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **29th** day of **April 2008**, by **Donna Wisniewski** who is personally known to me and who did take an oath.

Jane Spence
Notary Public in and for the County and State Aforementioned
My commission expires:

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spence
DATE: 5/13/08

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07023 Pgs 1529 - 1530; (2pgs)
CLERK'S # 2008077069
RECORDED 07/03/2008 11:16:52 AM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

JOSEPH A. COMFORT III
PARCEL I.D. NO – 34-21-30-527-0300-0120

Respondent.

_____/

CASE NO. 08-46-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY:
DATE: 7-1-08

RETURN TO SANDY McCANN

ORDER FINDING COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 34-21-30-527-0300-0120) located at 1901 Houndslake Drive, Winter Park, located in Seminole County and legally described as follows:

LEG LOT 12 BLK 3 CEDAR RIDGE UNIT 1
PB 22 PG 80

This case came on for public hearing before the Code Enforcement Board of Seminole County on March 27, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g).

Said Order stated that a fine in the amount of $100.00 per day would be imposed if the Respondent did not take certain corrective action by April 10, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on April 14, 2008.

An Affidavit of Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had been obtained after reinspection on April 29, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has complied with the Order dated March 27, 2008, the Board orders that a **lien** in the amount of **$1,800.00** for 18 days of non-compliance at $100.00 per day, from April 11, 2008 through and including April 28, 2008, be imposed.

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 26th day of June 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 26th day of June 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

RECEIPT № 71780

SEMINOLE COUNTY, FLORIDA

Date 5-5 2009

Received from Watson Title Insurance

Address

Description Case 08-46-CEB

Account Number	Amount	Description
00100.354200.110100	1800.00	

Total Amount 1800.00

Check No. 158005 Cash

Board of County Commissioners

By

VATSON TITLE INSURANCE AGENCY, INC.
SCROW ACCOUNT

158005

****** REAL ESTATE CLOSING ******

158005

Buyer/Borrower: CASSANDRA FISCHER
Seller: WELLS FARGO BANK NA AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-1 ASSET
Lender: Cash Purchase
Property: 1901 HOUNDSLAKE DRIVE / WINTER PARK
Settlement Date: April 24, 2009 Closer/Responsible Party: KARLA
Disbursement Date: April 30, 2009
Check Amount: $ 1,800.00 (28-10025-FL.PFD/28-10025-FL/56)
Pay To: BCC
For: CODE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

158005

WATSON TITLE INSURANCE AGENCY, INC.
ESCROW ACCOUNT
1800 N.W. 49TH STREET, SUITE 120
FORT LAUDERDALE, FL 33309
(954) 771-5522

WACHOVIA BANK, N.A.
63-643/670

158005

28-10025-FL
CODE

--One Thousand Eight Hundred and 00/100 ---------- Dollars

DATE	AMOUNT
April 30, 2009	$ *****1,800.00

PAY TO THE ORDER OF BCC

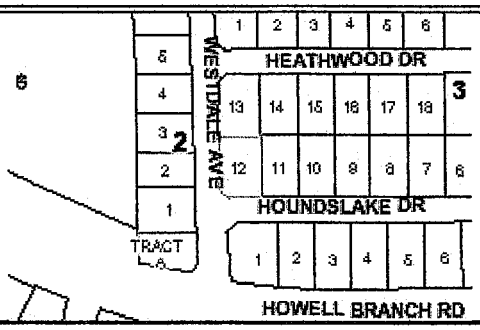
RUB RED IMAGE FADES WITH HEAT

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈158005⑈ ⑆067006432⑆ 2000025731349⑈

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id: 34-21-30-527-0300-0120
Owner: WELLS FARGO BANK TRUSTEE
Own/Addr: C/O FIDELITY AMER HOME MTG
Mailing Address: 3 ADA
City,State,ZipCode: IRVINE CA 92618
Property Address: 1901 HOUNDSLAKE DR WINTER PARK 32792
Subdivision Name: CEDAR RIDGE UNIT 1
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

VALUE SUMMARY

VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$166,028	$183,643
Depreciated EXFT Value	$9,183	$9,469
Land Value (Market)	$33,000	$40,000
Land Value Ag	$0	$0
Just/Market Value	$208,211	$233,112
Portablity Adj	$0	$0
Save Our Homes Adj	$0	$0
Assessed Value (SOH)	$208,211	$233,112

Tax Estimator

2009 TAXABLE VALUE WORKING ESTIMATE

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	$208,211	$0	$208,211
Schools	$208,211	$0	$208,211
Fire	$208,211	$0	$208,211
Road District	$208,211	$0	$208,211
SJWM(Saint Johns Water Management)	$208,211	$0	$208,211
County Bonds	$208,211	$0	$208,211

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CERTIFICATE OF TITLE	12/2008	07098	1145	$100	Improved	No
WARRANTY DEED	08/1994	02820	0102	$108,500	Improved	Yes
WARRANTY DEED	08/1990	02207	1491	$106,000	Improved	Yes
WARRANTY DEED	09/1982	01412	1443	$75,200	Improved	Yes
WARRANTY DEED	03/1981	01326	1401	$400,000	Vacant	No
WARRANTY DEED	05/1979	01225	0667	$744,000	Vacant	No

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: $3,511
2008 Certified Taxable Value and Taxes
DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	33,000.00	$33,000

LEGAL DESCRIPTION

PLATS: Pick...
LEG LOT 12 BLK 3 CEDAR RIDGE UNIT 1 PB 22 PG 80

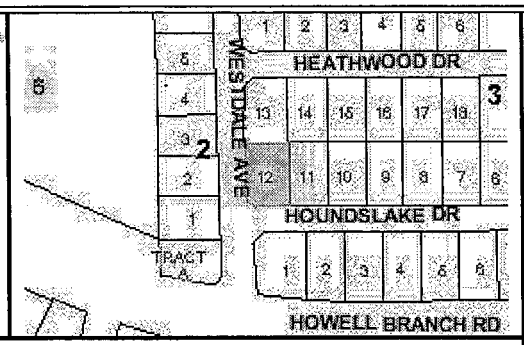
BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1982	10	1,080	2,596	1,768	WD/STUCCO FINISH	$166,028	$186,548

Appendage / Sqft OPEN PORCH FINISHED / 326
Appendage / Sqft OPEN PORCH FINISHED / 40

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id: 34-21-30-527-0300-0120
Owner: COMFORT JOSEPH A III
Mailing Address: 4 CEDARWOOD CT
City,State,ZipCode: PALM COAST FL 32137
Property Address: 1901 HOUNDSLAKE DR WINTER PARK 32792
Subdivision Name: CEDAR RIDGE UNIT 1
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

2008 WORKING VALUE SUMMARY

Amendment 1 impact not reflected.

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$197,248
Depreciated EXFT Value:	$9,469
Land Value (Market):	$40,000
Land Value Ag:	$0
Just/Market Value:	$246,717
Assessed Value (SOH):	$246,717
Exempt Value:	$0
Taxable Value:	$246,717

Tax Estimator

Portability Calculator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	08/1994	02820	0102	$108,500	Improved	Yes
WARRANTY DEED	08/1990	02207	1491	$106,000	Improved	Yes
WARRANTY DEED	09/1982	01412	1443	$75,200	Improved	Yes
WARRANTY DEED	03/1981	01326	1401	$400,000	Vacant	No
WARRANTY DEED	05/1979	01225	0667	$744,000	Vacant	No

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

2007 Tax Bill Amount:	$3,808
2007 Taxable Value:	$257,835

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	40,000.00	$40,000

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOT 12 BLK 3 CEDAR RIDGE UNIT 1 PB 22 PG 80

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1982	10	1,080	2,596	1,768	WD/STUCCO FINISH	$197,248	$220,389

Appendage / Sqft	OPEN PORCH FINISHED / 326
Appendage / Sqft	OPEN PORCH FINISHED / 40
Appendage / Sqft	GARAGE FINISHED / 462
Appendage / Sqft	UPPER STORY FINISHED / 688

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1982	1	$600	$1,500

SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-46-CEB, filed against JOSEPH A. COMFORT, III and filed by and on behalf of Seminole County, on June 26, 2008, and recorded in Official Records Book 07023, Pages 1529 - 1530, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 12 BLK 3 CEDAR RIDGE UNIT 1 PB 22 PG 80

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

_____
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.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
June 23, 2009 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 08-01-CEB – Fernando Salafia (previous owners) and Consumer Solution REO (current owner), 463 Sanford Avenue, Longwood

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:
Approve the Satisfaction of Lien in the amount of $9,300.00, Case No. 08-01-CEB, on 463 Sanford Avenue, Longwood, Tax Parcel # 01-21-29-5CK-140A-0030, Fernando Salafia (previous owners) and Consumer Solution REO (current owner), and authorize the Chairman to execute a Satisfaction of Lien.

District 4 Carlton D. Henley Tina Williamson

BACKGROUND:

In response to a complaint on September 6, 2007, the Code Enforcement Officer observed the following violation located at 463 Sanford Avenue, Longwood: Uncultivated vegetation in excess of 24" in height and located within 75' from any structure which is in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (h).

The timeline on this violation is below:

DATE	ACTION	RESULT
January 24, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Findings of Fact, Conclusions of Law and Order entered by the Code Enforcement Board setting a compliance date of February 8, 2008 or a fine of $75.00 per day imposed until compliance is achieved
February 12, 2008	Affidavit of Non-Compliance	Violation remained uncorrected
March 27, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order Imposing Fine/Lien entered by the Code Enforcement Board imposing a lien of $3,600.00 for 48 days of non-compliance and accruing @ $75.00 per day until compliance is achieved
June 30, 2008	Affidavit of Compliance filed by the Code Enforcement Officer after June 12, 2008 inspection	Lien totals $9,300.00 for 124 days of non-compliance
May 12, 2009	Payment received in the amount of $9,300.00	

STAFF RECOMMENDATION:

Staff recommends the Board approve the Satisfaction of Lien in the amount of $9,300.00, Code Enforcement Board Case #08-01-CEB, on 463 Sanford Avenue, Longwood, Tax Parcel # 01-21-29-5CK-140A-0030, Fernando Salafia (previous owners) and Consumer Solution REO (current owner), and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings of Fact
2. Affidavit Of Non Compliance
3. Order imposing Lien
4. Affidavit Of Compliance
5. Payment and receipt
6. Property Appraiser Data
7. Satisfaction of Lien

Additionally Reviewed By:

☑ County Attorney Review (Melissa Clarke)

.YANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06920 Pgs 0580 - 581; (2pgs)
CLERK'S # 2008011886
RECORDED 01/31/2008 03:12:57 PM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

FERNANDO SALAFIA
PARCEL I.D. NO – 01-21-29-5CK-140A-0030

Respondent.

CASE NO. 08-01-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: [signature]
DATE: 1/28/08

RETURN TO SANDY McCANN

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-01-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 01-21-29-5CK-140A-0030) located at 463 Sanford Avenue, Longwood, located in Seminole County and legally described as follows:

LEG LOTS 3 & 4 (LESS NELY 5 FT OF LOT 3) BLK A TRACT 14
SANLANDO SPRINGS PB 5 PG 58

(b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h)

It is hereby ordered that the Respondent shall correct the violation on or before February 8, 2008. In order to correct the violation, the Respondent shall take the following remedial action:

1) REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE

If the Respondent does not comply with the Order, a fine of $ 75.00 **per day** will be imposed for each day the violation continues or is repeated after compliance past February 8, 2008.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of January 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of January 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

FERNANDO SALAFIA

Respondent.

_____/

CASE NO: 08-01-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spence
DATE: 2/22/08

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer,** for Seminole County Sheriff's Office, who after being duly sworn, deposes and says:

1. That on **January 24, 2008,** the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 8, 2008.**

3. That a re-inspection was performed on **February 11, 2008.**

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the uncultivated vegetation in excess of 24" in height and within 75' of a structure remains on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 12th day of **FEBRUARY 2008.**

Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 12th day of **February 2008,** by **Dorothy Hird,** who is personally known to me and who did take an oath.

Notary Public in and for the County and State Aforementioned
My commission expires:

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

AFFNON.COM

RETURN TO SANDY McCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2008021734 BK 06836 Pg 0189, (1pg) RECD 02/25/2008 03:03:52 PM
REC FEES 0.00, RECD BY G Hafford

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06963 Pgs 1263 - 1264; (2pgs)
CLERK'S # 2008038468
RECORDED 04/03/2008 08:35:36 AM
RECORDING FEES 18.50
RECORDED BY D Hartford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CASE NO. 08-01-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Joe Lomc
DATE: 4-1-08

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

FERNANDO SALAFIA
PARCEL I.D. NO – 01-21-29-5CK-140A-0030

Respondent.

_____/

RETURN TO SANDY McCANN

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 01-21-29-5CK-140A-0030) located at 463 Sanford Avenue, Longwood, located in Seminole County and legally described as follows:

LEG LOTS 3 & 4 (LESS NELY 5 FT OF LOT 3) BLK A TRACT 14
SANLANDO SPRINGS PB 5 PG 58

This case came on for public hearing before the Code Enforcement Board of Seminole County on January 24, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (h).

Said Order stated that a fine in the amount of $75.00 per day would be imposed if the Respondent did not take certain corrective action by February 8, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on February 12, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated January 24, 2008, the Board orders that a **lien** in the amount of **$3,600.00** for 48 days of non-compliance at $75.00 per day, from February 9, 2008 through and including March 27, 2008, be imposed; and the fine shall continue to accrue at **$75.00 per day** for each day the violation continues or is repeated past March 27, 2008.

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 27th day of March 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of March 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

FERNANDO SALAFIA

Respondent.

_____/

Case No. 08-01-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spence
DATE: 7/14/08

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer, Seminole County Sheriff's Office,** who, after being duly sworn, deposes and says:

1. That on **January 24 2008,** the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 8, 2008.**

3. That a re-inspection was performed and the Respondent was in compliance on **June 12, 2008.**

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **the uncultivated vegetation in excess of 24" in height and within 75' of a structure has been removed from the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this **30th** day of **JUNE 2008.**

Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this **30th** day of **June 2008,** by **Dorothy Hird,** who is personally known to me and who did take an oath.

Notary Public in and for the County and State Aforementioned
My commission expires:

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CMPLAFF.CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2008082431 BK 07031 Pg 1825; (1pg) RECD 07/17/2008 03:46:17 PM
REC FEES 10.00, RECD BY L McKinley

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

WATSON TITLE INSURANCE AGENCY, INC.
ESCROW ACCOUNT
1800 N.W. 49TH STREET, SUITE 120
FORT LAUDERDALE, FL 33309
(954) 771-5522

WACHOVIA BANK, N.A.

161601

63-643/670

28-05703-FL
BUILDING CODE

--Nine Thousand Three Hundred and 00/100 ---------- Dollars

DATE
May 12, 2009

AMOUNT
$ *****9,300.00

PAY TO THE ORDER OF BCC SEMINOLE COUNTY

RUB RED IMAGE FADES WITH HEAT

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈161601⑈ ⑆067006432⑆ 2000025731349⑈

RECEIPT № 71784

SEMINOLE COUNTY, FLORIDA

Date 5-14 20 09
Received from Watson Title
Address
Description Case NO. 08-01-CEB

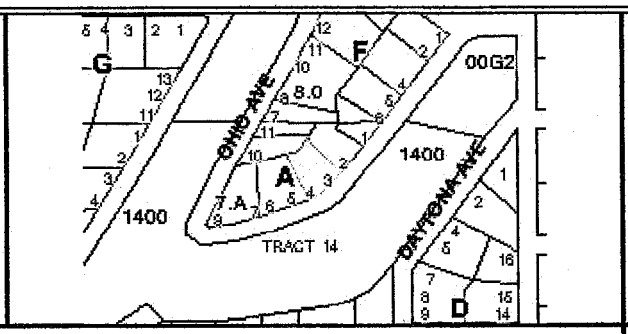
Account Number	Amount	Description
00100.354200.16100	9300.00	Fernando Salafia

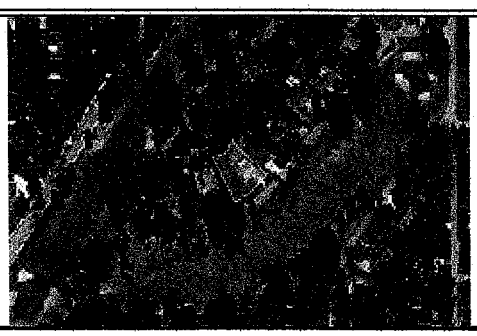
Total Amount 9,300.00
Check No. 161601 Cash ____

Board of County Commissioners
By Darlene Kellner

PARCEL DETAIL

David Johnson, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. First St
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id: 01-21-29-5CK-140A-0030
Owner: CONSUMER SOLUTION REO LLC
Mailing Address: 1270 NORTHLAND DR STE 200
City,State,ZipCode: MENDOTA HEIGHTS MN 55120
Property Address: 463 SANFORD AVE LONGWOOD 32750
Subdivision Name: SANLANDO SPRINGS
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

VALUE SUMMARY

VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$117,331	$131,109
Depreciated EXFT Value	$400	$400
Land Value (Market)	$85,000	$85,000
Land Value Ag	$0	$0
Just/Market Value	$202,731	$216,509
Portablity Adj	$0	$0
Save Our Homes Adj	$0	$0
Assessed Value (SOH)	$202,731	$216,509

Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CERTIFICATE OF TITLE	07/2008	07041	1783	$100	Improved	No
WARRANTY DEED	08/2006	06380	0856	$315,000	Improved	Yes
WARRANTY DEED	05/2006	06242	1940	$250,000	Improved	Yes
WARRANTY DEED	07/1981	01347	1682	$76,000	Improved	Yes
WARRANTY DEED	07/1979	01236	0219	$48,900	Improved	Yes

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: $3,261

2008 Certified Taxable Value and Taxes

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	85,000.00	$85,000

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOTS 3 & 4 (LESS NELY 5 FT OF LOT 3) BLK A TRACT 14 SANLANDO SPRINGS

PB 5 PG 58

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1962	6	1,653	2,366	1,953	SIDING AVG	$117,331	$160,727

Appendage / Sqft	UTILITY FINISHED / 98
Appendage / Sqft	OPEN PORCH FINISHED / 106
Appendage / Sqft	CARPORT UNFINISHED / 209
Appendage / Sqft	ENCLOSED PORCH FINISHED / 300

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

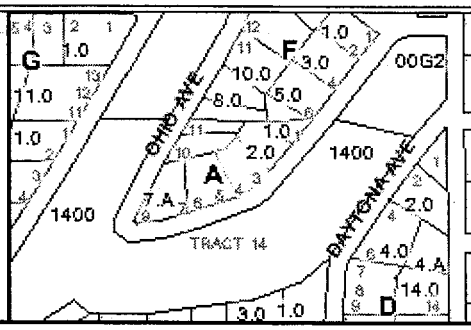
EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
WOOD DECK	1977	200	$400	$1,000

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id:	01-21-29-5CK-140A-0030
Owner:	SALAFIA FERNANDO
Mailing Address:	463 SANFORD AVE
City,State,ZipCode:	LONGWOOD FL 32750
Property Address:	463 SANFORD AVE LONGWOOD 32750
Subdivision Name:	SANLANDO SPRINGS
Tax District:	01-COUNTY-TX DIST 1
Exemptions:	
Dor:	01-SINGLE FAMILY

2008 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$126,633
Depreciated EXFT Value:	$400
Land Value (Market):	$95,000
Land Value Ag:	$0
Just/Market Value:	$222,033
Assessed Value (SOH):	$222,033
Exempt Value:	$0
Taxable Value:	$222,033

Tax Estimator

Tax Reform Analysis

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	08/2006	06380	0856	$315,000	Improved	Yes
WARRANTY DEED	05/2006	06242	1940	$250,000	Improved	Yes
WARRANTY DEED	07/1981	01347	1682	$76,000	Improved	Yes
WARRANTY DEED	07/1979	01236	0219	$48,900	Improved	Yes

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

2007 Tax Bill Amount:	$3,304
2007 Taxable Value:	$223,745

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	95,000.00	$95,000

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOTS 3 & 4 (LESS NELY 5 FT OF LOT 3) BLK A TRACT 14 SANLANDO SPRINGS PB 5 PG 58

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1962	6	1,653	2,366	1,953	SIDING AVG	$126,633	$171,126

Appendage / Sqft	UTILITY FINISHED / 98
Appendage / Sqft	OPEN PORCH FINISHED / 106
Appendage / Sqft	CARPORT UNFINISHED / 209
Appendage / Sqft	ENCLOSED PORCH FINISHED / 300

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
WOOD DECK	1977	200	$400	$1,000

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-01-CEB, filed against FERNANDO SALAFIA and filed by and on behalf of Seminole County, on March 27, 2008, and recorded in Official Records Book 06963, Pages 1263 - 1264, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOTS 3 & 4 (LESS NELY 5 FT OF LOT 3) BLK A
TRACT 14 SANLANDO SPRINGS PB 5 PG 58

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

_____
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.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
June 23, 2009 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Petroleum Cleanup Contract Renewal GC634

DEPARTMENT: Public Safety **DIVISION:** Administration - Public Safety

AUTHORIZED BY: Tad Stone **CONTACT:** Shelly Brubaker **EXT:** 5000

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Amendment 4 of the DEP Contract GC634, renewing current contract through December 31, 2009.

County-wide Tad Stone

BACKGROUND:

The State of Florida, Department of Environmental Protection, entered into a contract with Seminole County on June 28, 2001 (Contract No. GC634) to perform petroleum clean-up oversight functions. The current contract is scheduled to expire June 30, 2009. The Department of Environmental Protection desires to extend this contract for an additional six (6) months to allow the County to continue working while a new Agreement is being approved. The revised end date of the contract is December 31, 2009.

Minor language changes are included within the agreement which do not impact the substantive requirements of the contract for either the State of Florida or Seminole County.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute Amdendment 4 of the DEP Contract GC634, renewing current contract through December 31, 2009.

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

Cleanup

COUNTY: SEMINOLE

DEP Contract No. GC634

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY, FLORIDA, whose address is Seminole County Government, 150 Bush Boulevard, Sanford, FL, 32773-6179 (hereinafter referred to as the "Contractor"), a local government, to provide petroleum contamination site cleanup related services in Seminole County.

I. GENERAL TERMS

As authorized by Section 376.3073, Florida Statutes (F.S.) and in consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform local government petroleum contamination site cleanup program services as described in Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Contract specific definitions and terms are described in Attachment B.

2. The services under this Contract shall be authorized as follows:

   Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management ("State Cleanup"): services shall be requested and authorized by the Department on an "as needed" basis utilizing the Task Assignment Notification Form (Attachment C), and the Task Assignment Change Order Form (Attachment D).

3. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Contractor, unless otherwise authorized by Task Assignment.

4. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

5. The Contractor shall be responsible for obtaining all applicable local, state and federal permits.

6. This Contract shall be effective on the date of execution or July 1, 2001, whichever is later; and shall remain in effect until June 30, 2005, inclusive. Any and all work under this Contract shall be evidenced by an executed Task Assignment. In no event shall the Contractor perform work without an executed Task Assignment. The Department anticipates Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next twelve (12) months. This Contract may be renewed for an additional term not to exceed the original Contract period. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon proper and satisfactory technical and administrative performance by the Contractor and the availability of funds.

7. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment, Task Assignment Notification Form or Task Assignment Change Order Form, whichever the Department deems appropriate) to this Contract.

II. CATEGORY I FUNDS ADMINISTRATION

8. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fee schedule basis (Attachment E) for the Management of the Pre-Approval/Non-Program/Voluntary Cleanup portion of the Petroleum Contamination Cleanup Program and State Cleanup Project Management as follows:

The rates used for calculation of fee schedule payments shall be negotiated and established on an annual basis and evidenced by issuance of a Task Assignment Notification Form, and shall apply to all services for the state fiscal year (July 1 to June 30) in which the rates were authorized.

Changes in the contracted price for any given year shall be based on the addition or deletion of petroleum cleanup sites serviced, at the same rates authorized for the Contractor for that fiscal year.

The Contractor shall be paid on a fee schedule basis based on estimates of the costs to manage a specified number of sites. **This is not a fixed price or cost plus contract.** The monthly amount is based on the level of effort measured in personnel required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel, cost of personnel and overhead are based on the Contractor's actual cost and the total number of sites the Contractor manages. Consideration in terms of personnel time is also given for specific technical and administrative activities on a task by task basis. Payment for active sites shall be based on the date of initiation and pro-rated over a 12-month period. Additional sites added during the course of the year will be prorated from the month the site is assigned. Site Rehabilitation Completion Orders (SRCO) with or without conditions issued pursuant to Rules 62-770.680 or 62-770.760, Florida Administrative Code ("F.A.C."), during the course of the year shall not reduce the total number of sites assigned to the Contractor during any fiscal year.

9. Funding for this Contract is through the Inland Protection Trust Fund (IPTF) and the Contractor shall track this funding separate from direct appropriations and any other funds in accordance with the Scope of Services (Attachment A). The Department shall encumber funding upon the execution of a Task Assignment Notification Form or a Task Assignment Change Order Form.

10. Payment terms shall be as follows:

A. All invoices for amounts due under this Contract shall be submitted in accordance with the Scope of Services, Contractor Financial Management Section (Attachment A, Section 7). All travel and incidental expenses for the Contractor are included in the fee schedule amount described in paragraph 8.

B. Contractor invoices will not be approved for payment unless the provisions of paragraph 13 are completed in a satisfactory and timely manner and information contained in the status report is accurately reflected in the Petroleum Contamination Tracking (PCT) System. Requests for reimbursement of non-expendable equipment costing one thousand ($1,000) dollars or more, which is authorized under a Task Assignment for purchase, will not be approved for payment unless the invoice for said equipment is accompanied by a properly completed Property Reporting Form (Attachment F), as per paragraph 33.

C. Four (4) copies of each invoice shall be submitted to:

Department of Environmental Protection
Bureau of Petroleum Storage Systems, MS #4575
Attn: Accountant
2600 Blair Stone Road
Tallahassee, FL 32399-2400

D. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

11. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

12. The Contractor and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work conducted within its jurisdiction follows all rules and procedures established by the Department's Environmental Assessment Section, Chapter 62-160, F.A.C. except as modified or directed by the Bureau of Petroleum Storage Systems for the Petroleum Cleanup Program.

III. DELIVERABLES

13. The Contractor shall submit monthly reports and deliverables as follows:

A. **The monthly Contractual Services Invoice form (Attachment G2) shall be accompanied by the Monthly Contract Invoice Cover Sheet Form (Attachment G3) and required backup documentation per Site Report Spreadsheet Form (Attachment G4) per Instructions for Contract Invoice (Attachment G1).**

B. **The Contractor shall submit originals or scanable copies of all Site Assessment Reports (SARs), Remedial Action Plans (RAPs), Site Rehabilitation Completion Reports (SRCRs), and other technical reports generated or received, and all correspondence to and from the Contractor, such as letters, memos, and notes to the Department, within sixty (60) days of receipt or initiation, and shall retain copies in its office.**

C. Documentation, in the form of required invoicing with attached information, must be in detail sufficient for pre-audit and post-audit review and approval of invoices.

IV. MANAGEMENT

14. All services performed by the Contractor shall be in accordance with applicable statutes, and rules including Sections 376.300 through 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C. and written Department guidance. All guidance as amended and distributed by the Department during the term of this Contract shall be considered part of this Contract. Guidance documents shall be supplied or made available by the Department on a timely basis.

15. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F. S.

16. The Department's Contracts Administrator may terminate this Contract for the Department's convenience by giving thirty (30) calendar days written notice to the Contractor. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of such termination, the Contractor shall be compensated for work satisfactorily completed and irrevocable commitments made. Additionally, this Contract may be terminated by the Department at any time for failure of the Contractor to perform in accordance with the terms and conditions contained herein by giving thirty (30) calendar days written notice to the Contractor.

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17. Any and all matters or notices shall be delivered to the parties at the following addresses:

Contractor	Department
Seminole County, Florida Seminole County Government Attn: Ross Arbelius 150 Bush Boulevard Sanford, FL 32773-6179 Telephone: (407) 665-5134 Facsimile: (407) 665-5138 E-mail: rarbeliu@co.seminole.fl.us	Florida Department Of Environmental Protection Bureau of Petroleum Storage Systems Attn: Grace Rivera 2600 Blair Stone Road, MS 4530 Tallahassee, FL 32399-2400 Telephone: (850) 921-0839 Facsimile: (850) 414-7797 E-mail: Grace.Rivera@dep.state.fl.us

18. The Department's Contract Manager is Grace Rivera, Environmental Manager, (850) 921-0839. The Contractor's Contract Manager is Ross Arbelius, Contract Manager, (407) 665-5134. All matters shall be directed to the Contract Managers for appropriate action or disposition.

19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for purchasing threshold Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. Pursuant to Section 216.2815, F. S., all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F. S., and made or received by the Contractor in conjunction with this Contract.

21. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

22. The Contractor convenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

23. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provision of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

24. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or other authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three (3) years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

25. In addition to the provisions contained in paragraph 24 above, the Contractor shall comply with the applicable provisions contained in Attachment H. A revised copy of Attachment H, Exhibit-1, must be

provided to the Contractor with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Contract for purposes of assisting the Contractor in complying with the requirements of Attachment H. If the Contractor fails to receive a revised copy of Attachment H, Exhibit-1, the Contractor shall notify the Department's Contracts Administrator at 850/922-5942 to request a copy of the updated information.

26. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

27. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

28. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

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

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

30. This Contract is an exclusive contract for services and may not be assigned to whole or in part without the prior written approval of the Department.

31. The Contractor shall not subcontract, assign or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

32. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the employees not otherwise protected.

33. Upon satisfactory completion of this Contract, the Contractor may retain ownership of the equipment purchased under this Contract. However, the Contractor shall complete and sign a Property Reporting Form, (Attachment F), and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:

A. The Contractor shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in the Contractor's possession for use in a contractual arrangement with the Department.

D. Additional requirements may be imposed on executed Task Assignments outlining the purchase of equipment.

34 In accordance with Section 216.347, F. S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

35. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

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VI. ENTIRE AGREEMENT

36. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

SEMINOLE COUNTY, FLORIDA

Title:

6·28·2001
Date

FEID NO. 59-6000856

Seminole County Clerk

APPROVED as to form:

Seminole County Attorney

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Chief, Bureau of Petroleum Storage Systems

6/6/01
Date

DEP Contracts Administrator

APPROVED as to form and legality:

DEP Assistant General Counsel

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	A	Scope of Services (4 Pages)
Attachment	B	Contract Definitions (2 Pages)
Attachment	C	Task Assignment Notification Form (1 Page)
Attachment	D	Task Assignment Change Order Form (1 Page)
Attachment	E	Multiplier Spreadsheet for Compensation Form (1 Page)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G1	Instructions for Contract Invoice (1 Page)
Attachment	G2	Contractual Services Invoices Form (1 Page)
Attachment	G3	Monthly Contract Invoice Cover Sheet Form (1 Page)
Attachment	G4	Site Report Spreadsheet Form (2 Pages)
Attachment	H	Special Audit Requirements (5 Pages)
Attachment	I	Administrative Performance Criteria (1 Page)
Attachment	J	Guidance Documents (1 Page)
Attachment	K	Non-Program Site Management Procedures (2 Pages)

ATTACHMENT A
SCOPE OF SERVICES

1. The Contractor shall perform all necessary activities to bring a petroleum cleanup site to either No Further Action or Site Rehabilitation Completion Orders with or without conditions (NFA/NFAC or SRCO) within the most timely and cost efficient manner possible. The Contractor will be compensated based on a negotiated annual Contract amount prorated over a twelve (12)-month period. Modifications to the Contract amount can occur, when the number of managed sites increases or decreases by ten percent (10%) increments or fifteen (15) sites, whichever is less, at which time a Task Assignment Change Order will be issued. The Task Assignment must be fully executed to be eligible for additional compensation. Additional sites added during the course of the year will be prorated from the month the ten percent (10%) or fifteen (15) site threshold is reached and a Task Assignment Change Order is executed. The technical and administrative services shall be performed in accordance with applicable statutes, rules and written Department guidance including Sections 376.300, 376.3071, 376.3073 and 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP). Ancillary services include, but are not limited to:
   - All necessary clerical and administrative duties, including, but not limited to:
     - maintenance of cleanup site files
     - typing
     - mailing
     - document and performance tracking
     - processing time extension requests
     - processing preapproval work orders
     - task assignments and change orders
     - review technical reports and addenda
     - completion of review checklists
     - information requests
   - Attend meetings;
   - Respond to public records requests;
   - Provide assistance to the public;
   - Data entry into STCM and PCT databases;
   - Timely forwarding documents to the DEP; and
   - Liaison with the DEP Contract Manager.

2. The DEP may assign other activities to the Contractor on an as needed basis. The Contractor shall perform technical reviews for non-program sites, perform special technical evaluations, or assist the DEP with certain administrative tasks as mutually agreed upon based upon the needs of the DEP and the availability and expertise of the Contractor.

3. The Contractor is required to meet Chapter 62-770, F.A.C., time frames for review of documents. If these time frames can not be met the Contractor shall contact the DEP Contract Manager immediately so that alternate arrangements can be made to have the documents timely reviewed.

4. Performance will be measured through the following administrative and technical reviews:

   A. All database entries into the petroleum cleanup tracking databases (STCM/PCT) must be made within thirty (30) calendar days of activity as defined in Attachment I, Section 1. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation as described in Attachment I, Section 1. The performance measure for data entry into STCM/PCT and delivery of copies of all documents and correspondence to DEP files is ninety-percent (90%) or greater. A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for Document Management.

B. An Administrative Review of the processing of work orders and invoices will follow the same guidelines, as those required in the SOP. The Contractor must maintain a ninety- percent (90%) or greater rating (see Attachment I, Section 2). A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for the Administrative Review measures.

C. A Technical Review will be performed by DEP to ensure consistent application of DEP technical rules and policies. These Technical Reviews may be performed as often as deemed necessary by the DEP staff and the Contractor is required to perform in a proper and satisfactory manner as determined by DEP.

D. Failure of the Contractor to meet a rating of ninety-percent (90%) or greater on Document Management, or a ninety-percent (90%) or greater rating on the Administrative Review measures could result in forfeiture of the final monthly payment or 1/12 of the total tasked amount for the month(s) identified as below the rating of ninety-percent (90%). Continued non-performance by the Contractor shall result in the termination of the Contract per paragraph 16 of the Contract.

E. A pre-review and post-review interview will be performed by the Contract Manager with the Contractor. The Contractor shall have thirty (30) days to respond in writing to the review. The Contractor shall submit a satisfactory corrective action plan to the DEP Contract Manager, upon final notification by the DEP that the Contractor did not meet the standards, within sixty (60) days of notification.

5. The determination of the compensation rate per site is based on an estimate of the Environmental Specialist II (ES II) level spending forty (40) hours per site per year, the Professional Geologist licensed to practice in Florida pursuant to Chapter 492, F.S. ("PG"), and/or Professional Engineer licensed to practice in Florida pursuant to Chapter 471, F.S. ("PE") spending seven (7) hours per site per year; the clerical staff spending ten (10) hours per site per year; and the administrative staff spending twelve (12) hours per site per year as provided in the Multiplier Spreadsheet For Compensation Form (Attachment E). The personnel time for additional tasks will be negotiated on a task-by-task basis, and may be considered in the original Task Assignment or as a Change Order. For Contractors with fewer than one hundred eighty (180) sites, the number of hours of PE/PG time per site in the compensation formula will be adjusted such that at least one thousand two hundred fifty (1250) hours of PE/PG time (sixty percent (60%) of a PE/PG FTE) is committed to petroleum cleanup program activities annually. The Contractor is required, as a minimum, to have a PE employed by that Contractor available for petroleum cleanup program activities on a timely and routine daily basis.

6. Annual Travel and Vehicle Use – The Contract provides funds for travel expenses for a minimum of five (5) trips by the Contractor for training events or meetings with the Department during the fiscal year. Expenses for use of vehicles necessary to carry out the site cleanup oversight and management tasks within the scope of this Contract are also authorized per calculation in the fee schedule, Attachment E.

7. Contractor Financial Management:

A. During Task Assignment negotiations for this Contract the following information shall be provided. This information will be used to calculate the costs per site:
   1. Staff assigned to perform work under this Contract identified by name and position, salary and fringe benefits and overhead;
   2. Assigned staff qualifications (degree, years of experience, license); and,
   3. Assigned staff duties outlined related to fulfilling the Contract.

B. The Contractor shall mail the Contractual Services Invoice, to the Department Contract Manager, within seven (7) business days of the last day of the preceding month, including completed Attachments G2 through G4, for the previous month's services. Invoices received later than the date specified above, are subject to the availability of funding provided under this Contract at the time the invoice is submitted. If funding supporting this Contract has reverted, the Department

shall not be obligated to pay the Contractor for the late invoice(s). The June invoice shall be received by the DEP no later than the end of the first business week of July.

C. The Contractor is required to have a separate tracking system based on the state fiscal year (July 1 – June 30) for petroleum fund expenditures, or a methodology for tracking petroleum fund expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and Bureau of Petroleum Storage Systems (BPSS) reviews can be accomplished efficiently. The tracking system shall include, at a minimum:
   - Assigned staff identified by name and position;
   - Itemized *Employee Payroll Report* for all assigned staff;
   - Report of all related travel expenses;
   - Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
   - Itemized report of all vehicle use and expenditures;
   - Incurred miscellaneous expenses; and
   - Report of monetary balances, if applicable.

D. The Contractor shall provide a fiscal year-end financial report based upon the data from the tracking system described in paragraph 7. C. above so that any unspent Contract funds can be identified and deficits can be reconciled. This report shall be provided to the DEP on or before September 30 for the previous fiscal year.

8. Preapproval Financial Management

A. Petroleum cleanup Preapproval Services Change Order and Invoice (Preapproval Invoices) shall be date stamped upon receipt, and reviewed by the Contractor in accordance with the SOP within five (5) business days of receipt by the Contractor and forwarded to the DEP Contract Manager for further processing, via first class mail or guaranteed overnight delivery. DEP reserves the right to request hand delivery of any petroleum cleanup Preapproval Invoice not meeting the five (5) day time frame.

B. The Department reserves the right to provide partial or full delegation of cost center administration for petroleum cleanup Preapproval Invoices. If the Contractor is given a delegation, the Contractor shall designate a central point of contact (POC) for review of petroleum cleanup Preapproval Invoices prior to mailing the Preapproval Invoices to the Department. The Department will continue to review final Preapproval Invoices and also conduct routine, random checks on delegated Preapproval Invoices.

9. Program Management

A. The Contractor is required to have site managers assigned to all sites, both eligible and ineligible.

B. The Department will only pay for sites for which the Contractor has assigned a site manager, the site manager has contacted the consultant, and which are registered with a DEP Facility Identification number.

C. Contractor shall hire and retain a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. Contractor shall provide salary and benefits commensurate with individual qualifications, work experience and professional certification(s) to ensure consistency and stability in the workforce.

D. No site manager shall be assigned more than forty-five (45) to fifty (50) petroleum cleanup sites. PE's and PG's whose primary job is to review assessment reports and remedial action plans shall be assigned no more than twenty (20) to twenty-five (25) petroleum cleanup sites in their capacity as a petroleum cleanup site manager. Contractor can request higher site loads on a case by case basis.

E. Contractors shall ensure that all field inspections/visits are performed by qualified individuals and that they receive the health and safety training required to meet OSHA standards.

F. Contractor shall provide at least one staff member at DEP scheduled meetings and all scheduled teleconferences with DEP.

G. Contractor acknowledges receipt of the guidance documents as listed in Attachment J.

H. If the Contractor does not have Significant Non-Compliance (SNC-A) contracts shall forward to the appropriate DEP District Office personnel, any non-eligible site where the responsible party/owner is not cooperating to cleanup the site. Such files that are being referred to the District for enforcement shall be organized and contain documentation as prescribed by the applicable District. Non-program site management shall be conducted in accordance with Attachment K.

10. Data Entry Procedures

Contractor is responsible for accurate and timely updating of the STCM and PCT databases, to include site manager updates on reports in accordance with the performance criteria in Attachment I. The Department shall provide training on the use of the STCM and PCT databases on an as needed basis. Contractor shall request in writing to the Department's Contract Manager the need for such training. The Department's Contract Manager shall schedule needed training at a mutually convenient time.

ATTACHMENT B
CONTRACT DEFINITIONS

The following terms are defined below for use in the Contract:

Department Facility Identification Number (FAC ID#): a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to FDEP when a discharge occurs at their facility.

Eligible Petroleum Clean-up Contract Site (Eligible Site): a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Clean-up Contract Site (Ineligible Site): a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

Inland Protection Trust Fund (IPTF): the trust fund established by the legislature which provides all funds for the petroleum prevention and clean-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

No Further Action With or Without Conditions (NFA/NFAC): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-770, F.A.C. with or without institutional or engineering controls.

Non-program: see Ineligible Site definition.

Non-program Site Management Procedure (SMP): see Attachment K.

Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual: a procedures manual, published by the Bureau of Petroleum Storage Systems which provides specific information, guidance and procedures on the Petroleum cleanup program.

Petroleum Cleanup Site: any site currently being cleaned up in accordance with Chapter 62-770, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

Petroleum Contamination Tracking System (PCT): a DEP database that is used to keep track of information regarding petroleum contaminated sites.

Preapproval: as defined in Section 376.30711, F.S., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP – see definition above). Generally, all work conducted at an Eligible Site (see definition above) must be reviewed and approved by the site manager before work is conducted or costs incurred.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492.F.S.

Remedial Action Plans (RAPs): see Chapter 62-770, F.A.C.

Significant non-compliance (SNC): – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
  These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.

- Significant Non-Compliance - B (SNC – B).
  These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.

- Minor violation – (MIN).
  These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-770, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): see definition for No Further Action with or without conditions.

State Cleanup Site: an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

Warning Letter: letter issued by the Contractor to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-770 F.A.C. time frames for document submittal are not met.

ATTACHMENT C

TASK ASSIGNMENT NOTIFICATION FORM

FDEP Contract Number: _____ Task Assignment #: _____

Contractor Name: _____

Contract Manager: _____ Phone #: _____

FDEP Contract Manager: _____ Phone #: _____

Task Description: (use additional pages if necessary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Deliverable: _____

_____

_____

_____

Task Assignment Type: Amount Not To Exceed Task Performance Period _____

Fee Schedule: $ _____

Total Task Assignment Value: $ _____

Organization Code	E.O.	Object Code	Module	Special Category	Fiscal Year	Budget Representative Approval

☐ Revised Attachment H, Exhibit-1, attached to this document.

_____ _____
FDEP Contract Manager Date

_____ _____
Cost Center Administrator Date

_____ _____
Bureau Chief Date

_____ _____
Contractor Representative Date

cc: Gwenn Godfrey, Contracts Section (MS 93)
Bureau of Petroleum Storage Systems, Accountant
Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies

ATTACHMENT D

TASK ASSIGNMENT CHANGE ORDER FORM

Task Assignment Number: _____

FDEP Contract Number: _____

Change Order Number: _____

Contractor Name: _____

Contractor Representative: _____ Phone #: _____

FDEP Contract Manager: _____ Phone #: _____

Description of Change: (use additional pages if necessary)

_____

_____

_____

_____

_____

TASK AMOUNT

ITEM	
Original task amount:	_____
Task amount prior to this change order:	_____
Net increase/decrease in task amount:	_____
Task amount with all change orders:	_____

TASK TIME

ITEM	
Original task due date:	_____
Due date prior to this change order:	_____
Net increase/decrease in task period:	_____
Due date with all change orders:	_____

Organization Code	E.O.	Object Code	Module	Special Category	Fiscal Year	Budget Representative Approval

☐ Revised Attachment H, Exhibit-1, attached to this document.

_____ _____
FDEP Contract Manager Date

_____ _____
Cost Center Administrator Date

_____ _____
Bureau Chief Date

_____ _____
Contractor Representative Date

cc: Gwenn Godfrey, Contracts Section (MS 93)
Bureau of Petroleum Storage Systems, Accountant
Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies

ATTACHMENT E

Multiplier Spreadsheet for Compensation

For Seminole County

PER SITE COST CALCULATED AT 40 HRS. ESII, 7 HRS. PG/PE, 10 HRS. CLERICAL, 12 HRS. ADMIN.						
County	ESII SALARY	PE/PG SALARY	CLERICAL SALARY	ADM. SALARY	TOTAL BARE	TOTAL LOADED COST PER SITE
Name	$	$	$	$	=(B5*40)+(C5*7)+(D5*10)+(E5*12)	= 1 + %
Bare Labor Multiplier						
County	Fringe	Overhead	Indirect	Total		
Name	%	%	%	=Sum(B11:D11)		
Total Site	# of Sites		Total Cost	=B13*G5		
Travel and Vehicle						
# of units	Unit	Unit Cost	Period		Total Annual Cost	

ATTACHMENT F

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. GC634

CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	DEP USE ONLY	
			(PC)	(LC)

*Not including software. **Attach copy of invoice, bill of sale, or other documentation of purchase.

CONTRACTOR:	Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING (MS#78); SEND COPIES TO THE DEP PROPERTY SECTION (MS#87). REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

Organization Code: _____ EO: _____ Module: _____ Grant No. _____ Contract End Date: _____

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: Record above listed items as OCO, enter Voucher number below and forward a copy to DEP Property Management (MS#87).

Voucher Number: _____

DEP PROPERTY MANAGEMENT: Assign OCO Property Control (PC) number and Location Code (LC) above.

DEP 55-211 (01/01)

ATTACHMENT G1
Instructions for Contract Invoice

A status report detailing all activities conducted under this Contract, shall accompany the Monthly Contract Invoice Form included as part of this attachment. The monthly *Contractual Services Invoice* must include the following documentation:

I. The ***Contractual Services Invoices*** form (Attachment G2) which must be completely filled out.

II. The ***Monthly Contract Invoice Cover Sheet Form*** (Attachment G3) which provides a summary of the total number of sites managed in the following categories:

A. Number of sites actively administered under the Preapproval Program (PA)
B. Number of sites actively administered under the State Cleanup Program (SCU)
C. Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
E. Number of sites actively administered under the Pay for Performance Program (PFP);
F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
G. Number of sites actively administered under the Voluntary Cleanup category (VC);
H. Total number of sites actively administered under the Non-Program category (NP):
   1. Number of Sites issued Warning Letters (WL);
   2. Number of Sites referred to the District for Enforcement (ENF);
I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement.

III. The ***Site Report Spreadsheet*** form (Attachment G4) which details all activities conducted under this Contract for each site managed, and shall include the following information:

Facility Identification Number
Site Name
Site Manager Name
Cleanup Phase
Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

A. Preapproval Program, (PA)
B. State Cleanup Program, (SCU)
C. Preapproved Advance Cleanup Program, (PAC)
D. Petroleum Cleanup Participation Program, (PCPP)
E. Pay for Performance Program, (PFP)
F. Free Product Recovery Initiative, (FP)
G. Voluntary Cleanup category, (VC)
H. Non-Program category, (NP)
I. Non-Program Sites Issued Warning Letters (WL)
J. Non-Program Sites referred to the District for Enforcement (ENF)
K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement

- **The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.**

Attachment G2

CONTRACTUAL SERVICES INVOICE

Invoice No.	Contract No.	Task No.	Date	Period of Service

Site Name, City, County _____

Vendor:

FEID No. _____
Telephone: _____
Agent: _____

Bill To:

Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Contractor Use:

Fixed Price:

1. Contract/Task Amount.....$_____
2. Less Previously Invoiced.....$_____
3. Invoice Total.....$_____

Cost Plus:

1. Contract/Task Amount.....$_____
2. Less Previously Invoiced.....$_____
3. Invoice Total.....$_____

DEP Use:

1. Date Invoice Received _____

2. Date(s) Services Rendered _____

3. Date Services Approved _____

4. Performance Certified Satisfactory _____

_____
Project Manager Signature **Date**

5. Approval

_____
Cost Center Administrator Signature **Date**

6. Final Invoice: YES NO

7. If Final Invoice:

_____
Bureau Chief Level or Higher Signature **Date**

Attachment G3
Monthly Contract Invoice Cover Sheet Form

County Name: _____

Date: _____

Task Assignment Number: _____

Total Sites Assigned to County according to Task Assignment: _____

Invoice Period: From _____ **To** _____

Sites Reported in Previous Invoices: _____

	Number of Sites
Sites for Current Task and Month	_____
A. Preapproval Program (PA) Sites	_____
B. State Cleanup Program (SCU) Sites	_____
C. Preapproval Advance Cleanup Program (PAC) Sites	_____
D. Petroleum Cleanup Preapproval Program (PCPP) Sites	_____
E. Pay For Performance Program (PFP) Sites	_____
F. Free Product Recovery Initiative (FP) Sites	_____
G. Voluntary Cleanup (VC) Sites	_____
H. Total Non-Program (NP) Sites	_____
A. Sites Issued Warning Letters (WL)	_____
B. Sites referred to the District for Enforcement (ENF)	_____
I. No Further Action (NFA) with/without Conditions /Site Rehabilitation Completion Order (SRCO) with/without Conditions	_____
TOTAL ACTIVE SITES WORKED ON	_____

- **The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.**

** **Attach backup for each category above.**

*** **For Site to count Site Manager's name must be in PCT and consultant MUST have been contacted.**

Name of County _____
Invoice # _____
Task Assignment # _____

ATTACHMENT G4
Site Report Spreadsheet Form

DATE_____

	* Program Name		Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
A.	Preapproval Sites (PA)						
		1					
		2					
B.	State Cleanup Sites (SCU)						
		1					
		2					
C.	Preapproval Advance Cleanup (PAC) Sites						
		1					
		2					
D.	Preapproval Cleanup Participation (PCPP) Sites						
		1					
		2					
E.	Pay For Performance (PFP) Sites						
		1					
		2					
F.	Free Product Recovery Sites (FP)						
		1					
		2					

Name of County _____
Invoice # _____
Task Assignment # _____

ATTACHMENT G4
Site Report Spreadsheet Form

DATE_____

	* Program Name		Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
G.	Voluntary Cleanup Sites (VC)						
		1					
		2					
H.	Non-Program Sites (NP)						
		1					
		2					
I.	No Further Action (NFA) or Site Rehabilitation Completion Order (SRCO)						
		1					
		2					
J.	Warning Letters Issued (WL)						
		1					
		2					
K.	Sites Referred to the District For Enforcement (ENF)						
		1					
		2					

* Organize by Facility ID within each category

** The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal funds awarded through the Department of Environmental Protection by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://aspe.os.dhhs.gov/cfda.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of

Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

3. If the recipient expends less than $300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the website for the Governor's Office located at http://sun6.dms.state.fl.us/fsaa/ for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website http://www.leg.state.fl.us/, Governor's Website http://www.flgov.com/, Department of Banking and Finance's Website http://www.dbf.state.fl.us/aadir/FSAAIndex.html, and the Auditor General's Website http://sun6.dms.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed by the State agency that are solely a matter of that State agency's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements).)

PART IV: REPORT SUBMISSION

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department of Environmental Protection at each of the following addresses:

      Grace Rivera, Project Manager
      Department of Environmental Protection
      Bureau of Petroleum Storage Systems
      2600 Blair Stone Road, MS# 4535
      Tallahassee, Florida 32399-2400

      Audit Director
      Florida Department of Environmental Protection
      Office of Inspector General
      2600 Blair Stone Road, MS40
      Tallahassee, Florida 32399-2400

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

3. Copies of reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

Grace Rivera, Project Manager
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS# 4535
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, as applicable.

6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 3 years from the date the audit report is issued, and shall allow the Department of Environmental Protection or its designee, access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection or its designee, upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	$0	104132
				Total Award	$0.00	

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [http://aspe.os.dhhs.gov/cfda] and/or the Florida Catalog of State Financial Assistance (CFSA) [http://sun6.dms.state.fl.us/fsaa/]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Attachment I

Administrative Performance Criteria

Local Program County _____

The performance evaluation of the Local Program Contract will be based on a composite of the following two (2) areas of responsibility.

1. Data entry into the Petroleum Contamination Tracking (PCT) databases and delivery of copies of all documents and correspondence to DEP files.
    a. A site manager name must be entered into PCT after receiving the Contractor Designation Form (CDF) from the Department.
    b. All data entry must be done within thirty (30) calendar days of receipt of information or approval of a document by the Contractor.
    c. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the DEP Facility ID number.
    d. The Contractor shall ensure that a DEP Facility ID number has been assigned prior to beginning work. Contract invoices will not be accepted for non-registered sites.
2. Program and Non-Program Timeliness
    a. For Program sites send a letter requesting a proposal from the consultant within two (2) weeks of receiving Contractor Designation Form from the Department. For Non-Program sites the site manager name must be entered in PCT and letter sent to responsible party requesting compliance with Chapter 62-770, F.A.C., in accordance with Attachment D.
    b. Initiate Work Order negotiation within two (2) weeks of receipt of a work order proposal.
    c. Prepare or Negotiate Change Order within two (2) weeks of a change order proposal request.
    d. Process and forward to the Department within five (5) days of receipt by the contractor of any cleanup preapproval invoice.
    e. Review of deliverables and response to applicable parties, such as CARs, RAPs, O&M status reports initiated within the timeframes established in 62-770, F.A.C.
    f. Review of deliverables and responses to applicable parties not addressed in 62-770, F.A.C., shall be conducted within sixty (60) days of receipt.

ATTACHMENT J
GUIDANCE DOCUMENTS

Guidance Documents, Procedures, Memos include but are not limited too:

Petroleum Cleanup Preapproval Program Standard Operating Procedures
Chapter 62-770 F.A.C. Petroleum Contamination Site Cleanup Criteria
Contractor Designation / Point of Contact Designation
Petroleum Cleanup Preapproval Program Templates
Free Product Recovery Initiative
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments
Chapter 62-770, F.A.C. Table IV Interpretation
Chapter 62-770, F.A.C., Analytical Methods For Liquid Samples
Some Points To Consider During Evaluation of Analytical Data
Institutional Control Guidance Document
Monitoring Well Construction Specifications and Related Issues
Interested Parties Summary
Contamination Assessment Review Guidelines
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil

Manuals:
Petroleum Cleanup Preapproval Program Standard Operating Procedures
Guidance Manual for Review of Petroleum Remedial Action Plans
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.
Preapproval Umbrella Contract (DEP Contract No. PUC-001 & PUC-002)
Matrix I – Key Model Information

Computer Disk Information
Order Letters
Injection Letters
Institutional Control Guidance Document
Invoice Return Letter
Site Access Form
Site Inspection Form
PE & PG Certification Forms
Site Assessment Summary
RAP Checklist
Utility Transfer
10% Spreadsheet
Well Sampling Spreadsheet
Regular Retainage Work Order
PUC Work Order
Template Cost Worksheet
Template Invoice
Verbal Authorization Form

***Documents and forms for the Petroleum Cleanup Program can also be found on the Web Page: http://www.dep.state.fl.us/dwm/programs/pcp**

Attachment K

Contracted Local Cleanup Program
Non Program Site Management Procedures
(Counties Without Significant Non-Compliant (SNC-A) Contracts)

The following are procedures to be taken for management of ineligible sites by the Contractor. In order to assure and validate that these procedures are consistently followed, it will be necessary for the Contractor to establish a tracking system of the actions taken on ineligible sites and the dates those actions were taken.

1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), send out letter one (1) (or letter three (3)) for Bureau of Emergency Response (BER) referral site).

2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, send out letter two (2) if confirmation letter is not received.

3. If a response to letter two (2) is not received within ten (10) days of due date, refer site to the DEP District for enforcement action.

4. Track due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after letter one (1) date), send out warning letter within ten (10) days.

5. If the warning letter on SAR due date is not responded to within ten (10) days, refer site to the DEP District for enforcement action.

6. Review SAR within sixty (60) days of receipt, approve or issue comments, and record dates of receipt and comments or approval. Track due date for SAR Addendum if applicable.

   If applicable, review SAR Addendum within sixty (60) days of receipt.

7. Record date of SAR Approval letter. If applicable track due date for Remedial Action Plan (RAP) (ninety (90) days after SAR approval date) and issue warning letter within ten (10) days of due date if the RAP is not received.

8. Review RAP within sixty (60) days of receipt and issue comments or RAP Approval Order. Track due date for RAP Addendum if applicable.

   If applicable, review RAP Addendum within sixty (60) days of receipt and issue comments or Approval Order.

9. Record date of RAP Approval and due date for system startup (one hundred twenty (120) days from RAP approval date).

10. Review status reports within thirty (30) days of receipt and issue comments or acceptance letter. Record dates of receipt and comments or approval.

11. Review RAP Modification proposals within sixty (60) days of receipt and issue approval or comments. Record dates of receipt and comments or approval.

12. Review post-remediation monitoring proposal within sixty (60) days of receipt and issue comments or approval. Record dates of receipt and comments or approval.

13. Review Site Rehabilitation Completion Order SRCO within sixty (60) days of receipt and issue comments or SRCO Order. Record dates of receipt and comments or approval.

DEP CONTRACT NO. GC634
AMENDMENT NO. 4

THIS CONTRACT as entered into on the 28th day of June, 2001, and amended on the 15th day of July, 2002, on the 23rd day of July, 2003, and on the 16th day of June, 2005, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, the Department feels that it is in the best interest of the State to extend this Contract for an additional six (6) months to allow the Contractor to continue working while a new Agreement is being approved by the Department; and,

WHEREAS, the Department feels that the Contractor has met both administrative and technical requirements of the Contract; and,

WHEREAS, petroleum contamination site cleanup related services need to continue in Seminole County; and,

WHEREAS, the Contractor is willing to perform such services; and,

WHEREAS, additional changes to the Contract are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- The first sentence of Paragraph 6. is hereby revised to change the end date of the Contract to December 31, 2009.

-- Paragraph 16. is hereby deleted in its entirety and replaced with the following language:

16. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

-- Paragraph 25. is hereby deleted in its entirety and replaced with the following language:

25. A. In addition to the requirements of the preceding paragraph, the Contractor shall comply with the applicable provisions contained in **Attachment H-3, Third Revised Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment H-3** summarizes the funding sources supporting the Agreement for purposes of assisting the Contractor in complying with the requirements of **Attachment H-3**. A revised copy of **Exhibit 1** must be provided to the Contractor for each amendment which authorizes a funding increase or decrease. If the Contractor fails to receive a revised copy of **Exhibit 1**, the Contractor shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Contractor is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Contractor shall consider the type of financial assistance (federal and/or state) identified in **Attachment H-3, Exhibit 1** when making its determination. For federal financial assistance, the Contractor shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Contractor shall utilize the form entitled "Checklist for

Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Contractor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

C. In addition, the Contractor agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment M**, attached hereto and made a part hereof, within four (4) months following the end of the Contractor's fiscal year. Attachment M should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

-- Attachment H-2, Second Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment H-3, Third Revised Special Audit Requirements**, attached hereto and made a part of the Contract. All references in the Contract to Attachment H-2 shall hereinafter refer to **Attachment H-3, Third Revised Special Audit Requirements**.

-- **Attachment M, Certification of Applicability to Single Audit Act Reporting**, attached hereto is hereby added to the Contract.

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In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SEMINOLE COUNTY, FLORIDA

Title:*

Date:

Attest:

Seminole County Clerk

Approved as to form:

Seminole County Attorney

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Chief, Bureau of Petroleum Storage Systems

Date:

Grace Rivera, DEP Contract Manager

S. Debbie Skelton

DEP Contracts Administrator

Approved as to form and legality:

DEP Assistant General Counsel

*For Amendments with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the governmental board/commission must accompany the Amendment.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	H-3	Third Revised Special Audit Requirements (5 Pages)
Attachment	M	Certification of Applicability to Single Audit Act Reporting (1 Page)

ATTACHMENT H-3

THIRD REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determinatiou of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	$0.00	104132
Task Assignment No. 1	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	$256,217.54	104132
Task Assignment No. 2	Inland Protection Trust Fund Line Item #1786A	2002/2003	37024	Petroleum Site Contamination	$328,310.82	104138
Task Assignment No. 2 Change Order # 1	Inland Protection Trust Fund Line Item #1786A	2002/2003	37024	Petroleum Site Contamination	$19,421.46	104138
Task Assignment No. 3	Inland Protection Trust Fund Line Item #1655	2003/2004	37024	Petroleum Site Contamination	$534,396.79	104138
Task Assignment No. 3 Change Order # 1	Inland Protection Trust Fund Line Item #1655	2003/2004	37024	Petroleum Site Contamination	-$10,997.16	104138
Task Assignment No. 4	Inland Protection Trust Fund Line Item #1717	2004/2005	37024	Petroleum Site Contamination	$426,177.39	104138
Task Assignment No. 5	Inland Protection Trust Fund Line Item #1737	2005/2006	37024	Petroleum Site Contamination	$491,620.99	104138
Task Assignment No. 6	Inland Protection Trust Fund Line Item #1842	2006/2007	37024	Petroleum Site Contamination	$621,914.32	104138
Task Assignment No. 7	Inland Protection Trust Fund Line Item # 1881	2007/2008	37024	Petroleum Site Contamination	$303,507.69	104138
Task Assignment No. 8	Inland Protection Trust Fund Line Item # 1795	2008/2009	37024	Petroleum Site Contamination	$293,114.08	104138
				Total Award	$3,263,683.92	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT M

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM:_____ TO:_____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: $_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: $_____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA#	CFDA#	DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

_____ _____

Name Date

_____

Title

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute a Local Agency Program Agreement with the State of Florida Department of Transportation to Facilitate Repair and Rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Antoine Khoury **EXT:** 5768

MOTION/RECOMMENDATION:
Adopt a Resolution Authorizing the Chairman to Execute a Local Agency Program Agreement with the State of Florida Department of Transportation to facilitate repair and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01). Capital Improvement Project Number 00283901.

District 2 Michael McLean Jerry McCollum

BACKGROUND:

This project is being processed under the American Recovery and Reinvestment Act of 2009, and consists of repairs and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek. The estimated construction cost is $1,250,000. Any costs in excess of the Local Agency Program (LAP) Agreement are the responsibility of the County. The associated Budget Amendment Request (BAR) for this item will be presented concurrently on the Fiscal Services Department's agenda.

STAFF RECOMMENDATION:

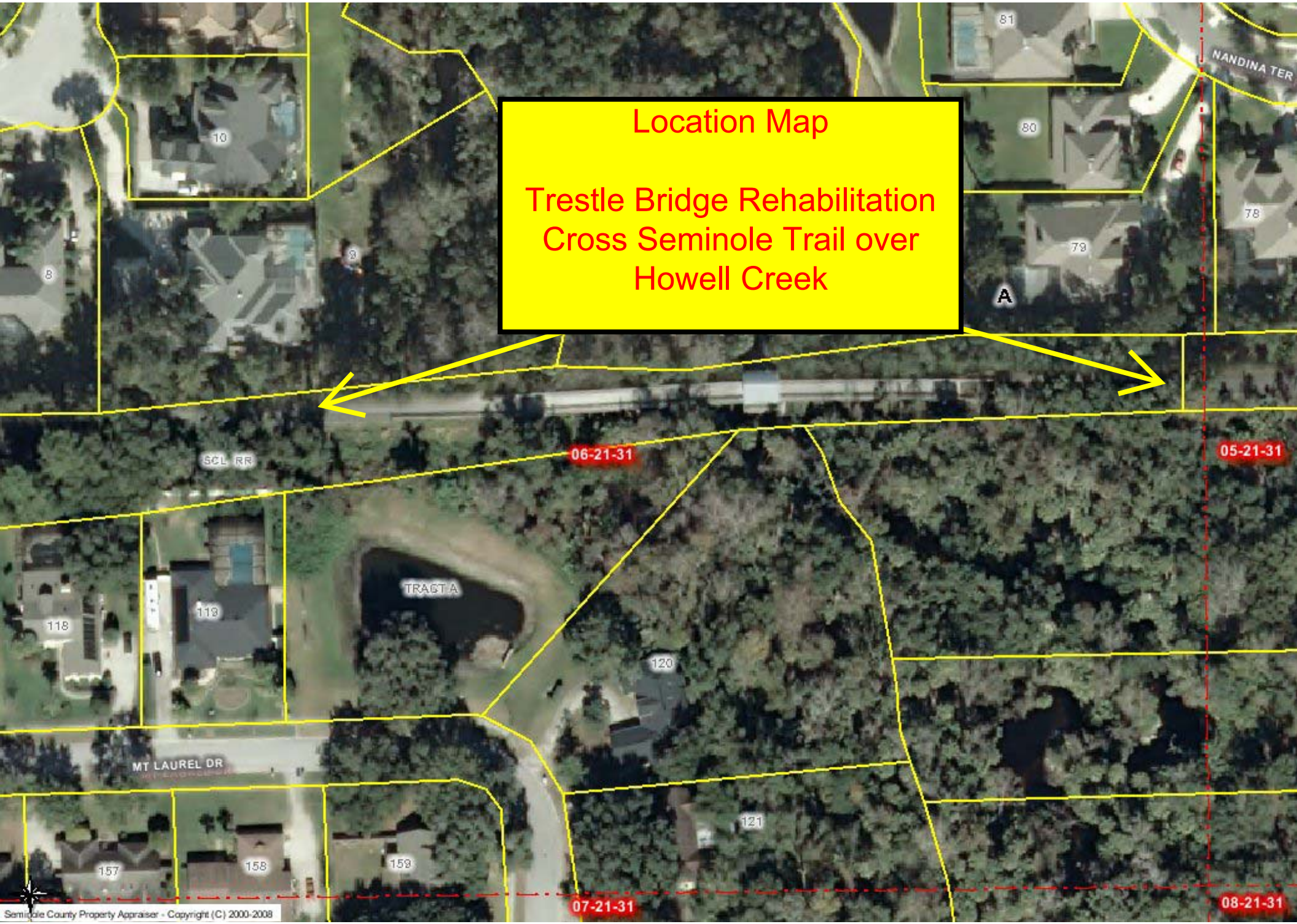
Staff recommends that the Board adopt a Resolution Authorizing the Chairman to Execute a Local Agency Program Agreement with the State of Florida Department of Transportation to facilitate repair and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT - FPN: 426508-1-58-01). Capital Improvement Project Number 00283901.

ATTACHMENTS:

1. Location Map
2. Resolution
3. LAP Agreement- Cross Seminole Trail Trestle Bridge

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)


Location Map
Trestle Bridge Rehabilitation
Cross Seminole Trail over
Howell Creek
NANDINA TER
81
80
79
78
10
9
8
A
SCL RR
06-21-31
05-21-31
TRACT A
118
119
120
121
MT LAUREL DR
157
158
159
07-21-31
08-21-31
Seminole County Property Appraiser - Copyright (C) 2000-2008

RESOLUTION NO. 2009 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF June, 2009.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the repair and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Local Agency Program (LAP) Agreement for the aforementioned project (FDOT ~ FPN: 426508-1-58-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement to facilitate the repair and rehabilitation of the Cross Seminole Trail Trestle Bridge over Howell Creek (FDOT ~ FPN: 426508-1-58-01).

ADOPTED THIS 23rd DAY OF June, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

_____
Bob Dallari, Chairman

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 426508-1-58-01	Fund: FSSE	FLAIR Approp: 088825
Federal No: ARRA-310-B	Org Code: 55054010508	FLAIR Obj: 563022
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596-000-856-065

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the rehabilitation of the Cross Seminole Trail trestle bridge over Howell Creek and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A,""B," "S," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before March 31, 2010. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 1,250,000 . This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a

financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 2-542
      DeLand FL 32720

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 2-542
   DeLand FL 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the

financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand FL 32720

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the

Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: Administrative Assistant

As to form:

_____
District Attorney

See Page 13A

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Bob Dallari, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 426508-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated_____

PROJECT LOCATION:

The project ____ is X is not on the National Highway System.

The project ____ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Rehabilitation of the Cross Seminole Trail trestle bridge over Howell Creek includes existing pile, end bents, and milling/resurfacing. The project length is approximately 0.56 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The project funded by this Agreement is funded under the terms and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). Said terms and conditions include, but are not limited to, the following project-specific conditions:

ARRA Project Specifications

- Projects on the State Highway System (SHS) (On-System Projects) shall include the current Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Divisions II and III and shall also include specific applicable portions of Division I. These specifications shall be included by the Agency in the Agency's "General Requirements and Covenants" for the project.

- Projects not on the SHS (Off-System Projects) shall include the LAP "Big Four" Specifications or Approved Substitution. The "Big Four" Specifications include the Agency's specifications for: Earthwork (SP1200000); Asphalt (SP 334000); Concrete (SP 3440000); and Landscaping (SP 5800000). The specifications may be found at http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/LapSpecs/Default.shtm.

Resurfacing Scope Requirements

The minimum scope criteria for 2009 ARRA-funded resurfacing projects shall include:

- Reworking shoulders to be flush with pavement,
- Upgrade or replace existing roadside hardware (guardrail) as necessary for compliance with Federal criteria for 3R Projects contained in the Department's Plans Preparation Manual, Section 25.4.26,
- Signing and pavement marking to meet the latest MUTCD standards, and
- Construction or reconstruction, as necessary, of curb cuts and ramps to comply with current ADA requirements.

General Federal/State Design Standards

Projects on the SHS shall follow Standard 3R Criteria as described and contained in the Department's Plans Preparation Manual.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Greenbook Standards

The Agency acknowledges that the Florida Greenbook is intended for use on all new construction projects off the SHS and that the Florida Greenbook takes into consideration that Greenbook standards cannot be applied completely to all reconstruction and maintenance-type projects. For the purpose of this 2009 ARRA-funded project, Florida Greenbook standards shall be applied to the extent that economic and environmental factors are considered and to the extent that existing development will allow.

If the criteria cannot be met on any aspect of the project, the Engineer-of-Record shall include mitigation measures to make up for the substandard feature(s). For example, in the case of lane width, acceptable mitigation measures may include:

- A safety edge (reducing the pavement edge drop-off hazard),
- Removing or relocating fixed objects (such as hazardous mailboxes, abandoned utility poles, etc.),
- Audible/vibratory edge pavement markings on high road departure crash highways,
- 6" wide pavement markings, and
- Breakaway safety features on objects within the clear zone.

Resurfacing Pavement Standards

For Off-System Resurfacing Projects that do not require structural capacity, a pavement design should be prepared for the resurfacing in accordance with the Flexible Pavement Design Manual. The level-of-data collection undertaken by the Agency shall take into consideration the type of facility being designed. For example, on a very low volume facility for which traffic data is not available from the local government, a rough, conservative estimate of truck traffic shall be made through observation during a field visit(s). Additionally, the embankment resilient modulus can be estimated from the resilient modulus values derived from nearby similar pavements or from Limerock Bearing Ratio (LBR) tests in the relevant area. If pavement structure information is not available for the project, a limited amount of coring can be completed.

Resurfacing of an Off-System Roadway shall be accomplished in a manner to meet Florida Greenbook standards. The Florida Greenbook incorporates by reference the Department's pavement design standards and criteria. All Department pavement design manuals reference Superpave Mix designs. The LAP Specifications, Section 334, "Hot Mix Asphalt for Local Agencies," is an acceptable specification for the project. Type S Asphalt Concrete Mix is not acceptable for the project.

Safety

To the extent possible, the safety of the roadway segment shall be improved, but said effort shall not be interpreted to require what is essentially roadway reconstruction. The Agency shall evaluate high crash locations and shall require those high crash locations to be addressed and improved in the project. The Department can provide assistance to the Agency in obtaining the crash records for all roadway sections associated with the project. As an option, an Agency may have a separate safety project consisting of safety or operational upgrades that are not tied to one road segment. The Department will require existing roadside hardware (e.g., guardrail) to be reviewed for crashworthiness and upgraded or replaced as necessary for compliance with the Federal criteria for 3R Projects, which is explained in the Department's Plans Preparation Manual, Section 25.4.26.

Bridges

The project may include and be funded with 2009 ARRA funds for bridge restoration, repair, replacement, and new construction projects as well as other eligible activities under the Federal Surface Transportation Program (STP) as defined within Title 23 USC 133(b). The link to Title 23 USC 133(b) is: http://www.law.cornell.edu/uscode/23/133(b).html. Per Title 23 USC 133(b)(1), bridge painting is an eligible activity. Scour countermeasures, deck replacements, and pile jackets are also eligible for 2009 ARRA funds, as these types of activities are related to the bridge restoration or repair.

In accordance with Title 23 USC 133(b)(1),bridge projects on all public roads (both Federal-aid and non-Federal-aid Highways) are eligible for STP funding.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Americans with Disabilities Act (ADA)

The project shall be designed and constructed in conformance with ADA requirements. For resurfacing projects, the Agency shall construct or reconstruct the project to include appropriate curb cuts and ramps that comply with current ADA requirements.

Invoices and Monthly Progress Reports

Invoices and Monthly Progress Report shall be submitted on a quarterly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) _____ Study to be completed by_____.

b) Design to be completed by _____.

c) Right-of-Way requirements identified and provided to the Department by_____.

d) Right-of-Way to be certified by _____.

e) Construction contract to be let by _____.

f) Construction to be completed by March 31, 2010 .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

NA

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS:	FPN:
Seminole County 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773-7424	426508-1-58-01

PROJECT DESCRIPTION

Name: Cross Seminole Trail Trestle Bridge Rehabilitation Length: ~ .056 miles

Termini: over Howell Creek

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	FUNDING (2) AGENCY FUNDS	FUNDING (3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007			
	2007-2008			
	2008-2009			
	Total Design Cost			
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009	$ 1,250,000.00		$ 1,250,000.00
	2009-2010			
	Total Construction Cost	$ 1,250,000.00		$ 1,250,000.00
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs	$ 1,250,000.00		$ 1,250,000.00
	TOTAL COST OF THE PROJECT	**$ 1,250,000.00**		**$ 1,250,000.00**

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "S"

2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) JOB REPORTING

FPN: 426508-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

Authority of the U.S. Comptroller General

Section 902 of the 2009 ARRA provides the U.S. Comptroller General and his representatives the authority:

1. To examine any records of the Contractor or any of its Subcontractors, or any State or Local Agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2. To interview any officer or employee of the Contractor or any of its Subcontractors, or of any State or Local Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the U.S. Comptroller General.

Authority of the U.S. Inspector General

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the Inspector General.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 1,250,000.

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Authorizing the Chairman to Execute a Local Agency Program Agreement with the State of Florida Department of Transportation for Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Antoine Khoury **EXT:** 5768

MOTION/RECOMMENDATION:
Adopt a Resolution Authorizing the Chairman to Execute a Local Agency Program Agreement with the State of Florida Department of Transportation for Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01). Capital Improvement Project Number 00283801.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

This project is being processed under the American Recovery and Reinvestment Act of 2009 and consists of milling, reconstructing and resurfacing of approximately 2.161 miles of roadway. The estimated construction cost is $1,270,000. Any costs in excess of the Local Agency Program (LAP) Agreement are the responsibility of the County. Based on a review of the scope of the project by Engineering Division staff, additional funding in the amount of $300,000 from the 2001 Infrastructure Sales Tax Fund is provided as a contingency in the event construction costs are higher than the costs estimated in the FDOT LAP Agreement. These funds will only be utilized if the LAP Funds are exhausted. A Budget Amendment Request (BAR) for this item will be presented concurrently on the Fiscal Services Department's agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution Authorizing the Chairman to Execute a Local Agency Program Agreement with the State of Florida Department of Transportation for Reconstruction and Resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT - FPN: 426324-2-58-01).

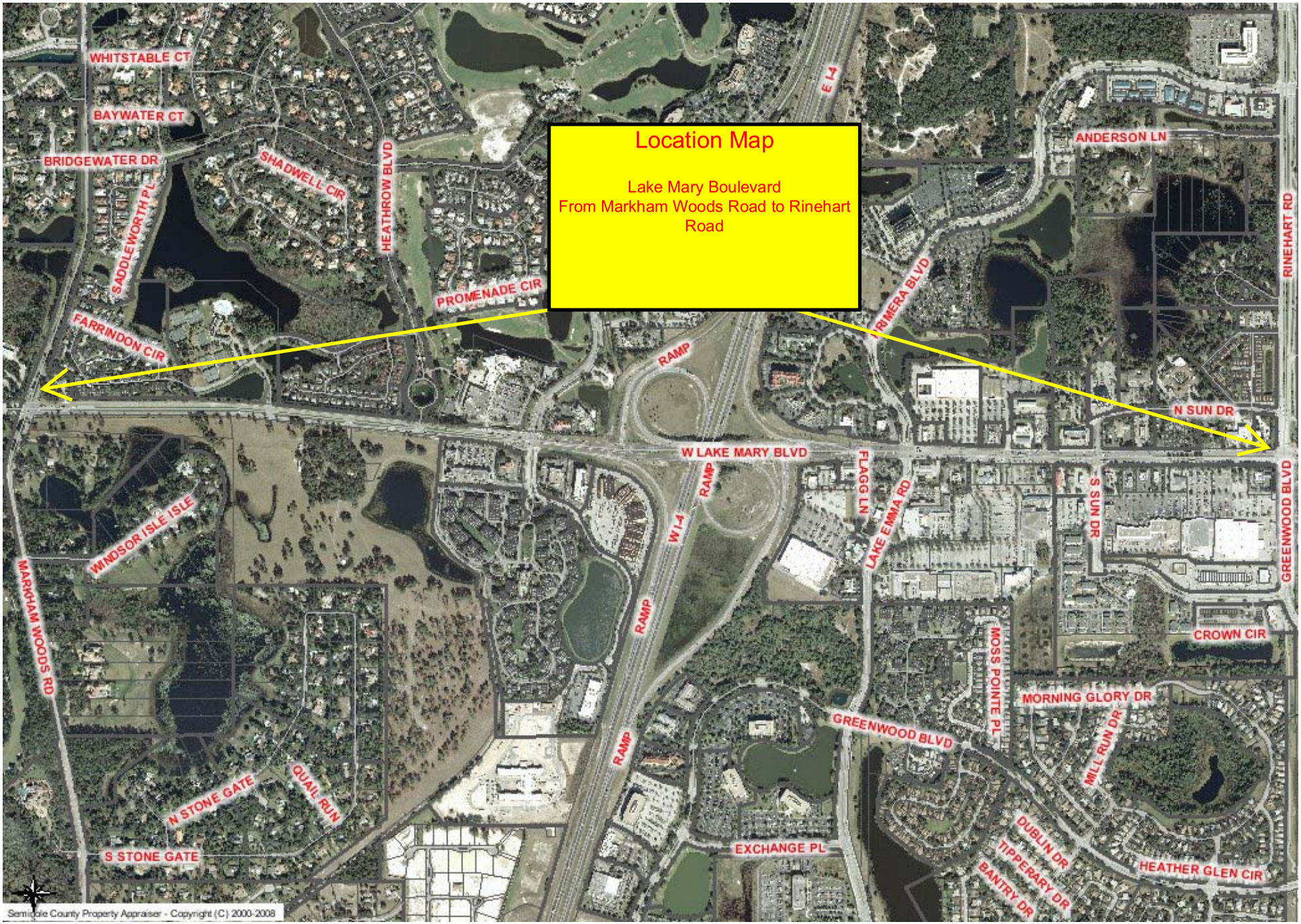
Capital Improvement Project Number 00283801.

ATTACHMENTS:

1. Location Map
2. Resolution
3. LAP Agreement - Reconstruct Lake Mary Blvd.

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)


Location Map
Lake Mary Boulevard
From Markham Woods Road to Rinehart Road
WHITSTABLE CT
BAYWATER CT
BRIDGEWATER DR
SADDLEWORTH PL
SHADWELL CIR
HEATHROW BLVD
PROMENADE CIR
FARRINDON CIR
E I-4
ANDERSON LN
RINEHART RD
PRIMERA BLVD
RAMP
N SUN DR
W LAKE MARY BLVD
FLAGG LN
LAKE EMMA RD
S SUN DR
GREENWOOD BLVD
WINDSOR ISLE ISLE
MARKHAM WOODS RD
W I-4
CROWN CIR
MOSS POINTE PL
MORNING GLORY DR
GREENWOOD BLVD
MILL RUN DR
N STONE GATE
QUAIL RUN
S STONE GATE
EXCHANGE PL
DUBLIN DR
TIPPERARY DR
BANTRY DR
HEATHER GLEN CIR
Seminole County Property Appraiser - Copyright (C) 2000-2008

RESOLUTION NO. 2009 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF June, 2009.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the reconstruction and resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Local Agency Program (LAP) Agreement for the aforementioned project (FDOT ~ FPN: 426324-2-58-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement for the reconstruction and resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road (FDOT ~ FPN: 426324-2-58-01).

ADOPTED THIS 23rd DAY OF June, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

_____
Bob Dallari, Chairman

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 426324-2-58-01	Fund: FSSU	FLAIR Approp: 088825
Federal No: ARRA-251-B	Org Code: 55054010508	FLAIR Obj: 563022
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596-000-856-065

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____ , _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the resurfacing of Lake Mary Boulevard and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A,""B," "S," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 1,270,000 . This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a

financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 2-542
      DeLand FL 32720

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 2-542
   DeLand FL 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the

financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 2-542
   DeLand FL 32720

   b) The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   a) The Department at each of the following address(es):

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 2-542
   DeLand FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the

Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: Administrative Assistant

As to form:

_____
District Attorney

See Page 13A

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Bob Dallari, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 426324-2-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated_____

PROJECT LOCATION:

The project ____ is X is not on the National Highway System.

The project ____ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Milling and resurfacing of Lake Mary Boulevard from Markham Woods Road to Rinehart Road. The project includes replacement of striping and traffic signal loops as well as sidewalk ramp improvements. The project length is approximately 2.161 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The project funded by this Agreement is funded under the terms and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). Said terms and conditions include, but are not limited to, the following project-specific conditions:

ARRA Project Specifications

- Projects on the State Highway System (SHS) (On-System Projects) shall include the current Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Divisions II and III and shall also include specific applicable portions of Division I. These specifications shall be included by the Agency in the Agency's "General Requirements and Covenants" for the project.

- Projects not on the SHS (Off-System Projects) shall include the LAP "Big Four" Specifications or Approved Substitution. The "Big Four" Specifications include the Agency's specifications for: Earthwork (SP1200000); Asphalt (SP 334000); Concrete (SP 3440000); and Landscaping (SP 5800000). The specifications may be found at http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/LapSpecs/Default.shtm.

Resurfacing Scope Requirements

The minimum scope criteria for 2009 ARRA-funded resurfacing projects shall include:

- Reworking shoulders to be flush with pavement,
- Upgrade or replace existing roadside hardware (guardrail) as necessary for compliance with Federal criteria for 3R Projects contained in the Department's Plans Preparation Manual, Section 25.4.26,
- Signing and pavement marking to meet the latest MUTCD standards, and
- Construction or reconstruction, as necessary, of curb cuts and ramps to comply with current ADA requirements.

General Federal/State Design Standards

Projects on the SHS shall follow Standard 3R Criteria as described and contained in the Department's Plans Preparation Manual.

EXHIBIT "A," continued

PROJECT DESCRIPTION AND RESPONSIBILITIES

Greenbook Standards

The Agency acknowledges that the Florida Greenbook is intended for use on all new construction projects off the SHS and that the Florida Greenbook takes into consideration that Greenbook standards cannot be applied completely to all reconstruction and maintenance-type projects. For the purpose of this 2009 ARRA-funded project, Florida Greenbook standards shall be applied to the extent that economic and environmental factors are considered and to the extent that existing development will allow.

If the criteria cannot be met on any aspect of the project, the Engineer-of-Record shall include mitigation measures to make up for the substandard feature(s). For example, in the case of lane width, acceptable mitigation measures may include:

- A safety edge (reducing the pavement edge drop-off hazard),
- Removing or relocating fixed objects (such as hazardous mailboxes, abandoned utility poles, etc.),
- Audible/vibratory edge pavement markings on high road departure crash highways,
- 6" wide pavement markings, and
- Breakaway safety features on objects within the clear zone.

Resurfacing Pavement Standards

For Off-System Resurfacing Projects that do not require structural capacity, a pavement design should be prepared for the resurfacing in accordance with the Flexible Pavement Design Manual. The level-of-data collection undertaken by the Agency shall take into consideration the type of facility being designed. For example, on a very low volume facility for which traffic data is not available from the local government, a rough, conservative estimate of truck traffic shall be made through observation during a field visit(s). Additionally, the embankment resilient modulus can be estimated from the resilient modulus values derived from nearby similar pavements or from Limerock Bearing Ratio (LBR) tests in the relevant area. If pavement structure information is not available for the project, a limited amount of coring can be completed.

Resurfacing of an Off-System Roadway shall be accomplished in a manner to meet Florida Greenbook standards. The Florida Greenbook incorporates by reference the Department's pavement design standards and criteria. All Department pavement design manuals reference Superpave Mix designs. The LAP Specifications, Section 334, "Hot Mix Asphalt for Local Agencies," is an acceptable specification for the project. Type S Asphalt Concrete Mix is not acceptable for the project.

Safety

To the extent possible, the safety of the roadway segment shall be improved, but said effort shall not be interpreted to require what is essentially roadway reconstruction. The Agency shall evaluate high crash locations and shall require those high crash locations to be addressed and improved in the project. The Department can provide assistance to the Agency in obtaining the crash records for all roadway sections associated with the project. As an option, an Agency may have a separate safety project consisting of safety or operational upgrades that are not tied to one road segment. The Department will require existing roadside hardware (e.g., guardrail) to be reviewed for crashworthiness and upgraded or replaced as necessary for compliance with the Federal criteria for 3R Projects, which is explained in the Department's Plans Preparation Manual, Section 25.4.26.

Bridges

The project may include and be funded with 2009 ARRA funds for bridge restoration, repair, replacement, and new construction projects as well as other eligible activities under the Federal Surface Transportation Program (STP) as defined within Title 23 USC 133(b). The link to Title 23 USC 133(b) is: http://www.law.cornell.edu/uscode/23/133(b).html. Per Title 23 USC 133(b)(1), bridge painting is an eligible activity. Scour countermeasures, deck replacements, and pile jackets are also eligible for 2009 ARRA funds, as these types of activities are related to the bridge restoration or repair.

In accordance with Title 23 USC 133(b)(1),bridge projects on all public roads (both Federal-aid and non-Federal-aid Highways) are eligible for STP funding.

EXHIBIT "A," continued

PROJECT DESCRIPTION AND RESPONSIBILITIES

Americans with Disabilities Act (ADA)

The project shall be designed and constructed in conformance with ADA requirements. For resurfacing projects, the Agency shall construct or reconstruct the project to include appropriate curb cuts and ramps that comply with current ADA requirements.

Invoices and Monthly Progress Reports

Invoices and Monthly Progress Report shall be submitted on a quarterly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) _____ Study to be completed by_____.

b) Design to be completed by _____.

c) Right-of-Way requirements identified and provided to the Department by_____.

d) Right-of-Way to be certified by _____.

e) Construction contract to be let by _____.

f) Construction to be completed by December 31, 2009 .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

NA

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS:	FPN:
Seminole County 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773-7424	426324-2-58-01

PROJECT DESCRIPTION

Name: Lake Mary Boulevard Resurfacing Length: ~ 2.161 miles

Termini: from Markham Woods Road to Rinehart Road

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007			
	2007-2008			
	2008-2009			
	Total Design Cost			
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009	$ 1,270,000.00		$ 1,270,000.00
	2009-2010			
	Total Construction Cost	$ 1,270,000.00		$ 1,270,000.00
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs	$ 1,270,000.00		$ 1,270,000.00
	TOTAL COST OF THE PROJECT	**$ 1,270,000.00**		**$ 1,270,000.00**

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "S"

2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) JOB REPORTING

FPN: 426324-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

Authority of the U.S. Comptroller General

Section 902 of the 2009 ARRA provides the U.S. Comptroller General and his representatives the authority:

1. To examine any records of the Contractor or any of its Subcontractors, or any State or Local Agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2. To interview any officer or employee of the Contractor or any of its Subcontractors, or of any State or Local Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the U.S. Comptroller General.

Authority of the U.S. Inspector General

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the Inspector General.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 1,270,000.

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approval of Amendment No. 2 to DEP Agreement No. S0261 Between the Florida Department of Environmental Protection and Seminole County for the Lockhart-Smith Canal Regional Stormwater Facility Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Mark Flomerfelt **EXT:** 5709

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Amendment No. 2 to DEP Agreement No. S0261 Between the Florida Department of Environmental Protection and Seminole County for the Lockhart-Smith Canal Regional Stormwater Facility Project. Capital Improvement Project Number 00258401.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

Amendment No. 2 involves a no-cost time extension for required water quality monitoring of the regional stormwater facility. This facility provides water quality treatment for approximately 2,800 acres of the Lake Monroe Basin. This regional stormwater facility was identified in the October 2001, Lake Monroe Basin Engineering Study and Deficiency Correction Alternatives Report.

This regional stormwater facility is located on a 39 acre parcel, approximately 500 feet west of Interstate 4 and 2,000 feet south of Orange Boulevard. This site is an existing borrow pit excavated in the 1960's for fill associated with construction of Interstate 4. The property is owned by Seminole County.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Amendment No. 2 to DEP Agreement No. S0261 Between the Florida Department of Environmental Protection and Seminole County for the Lockhart-Smith Canal Regional Stormwater Facility Project. Capital Improvement Project Number 00258401.

ATTACHMENTS:

1. Location Map
2. Amendment No. 2 DEP Agreement No. S0261
3. Amendment No. 1 DEP Agreement No. S0261
4. DEP Agreement No. S0261

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

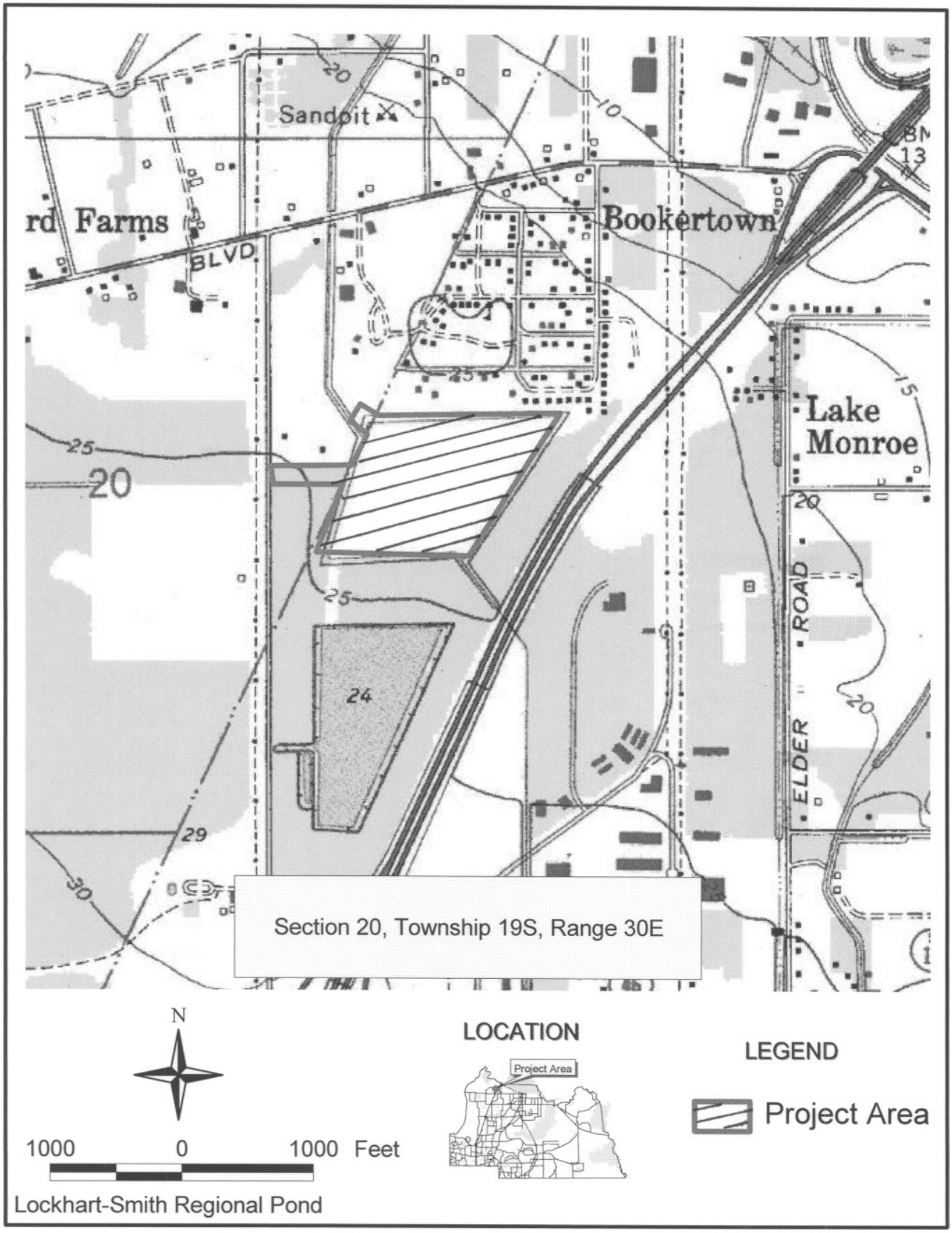


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Figure 1-1
Project Location Map
(USGS)

DEP AGREEMENT NO. S0261
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 24th day of January, 2006 and amended on the 13th day of December, 2006, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, The Grantee has requested additional time to complete the efficiency monitoring phase of the project and to finalize a comprehensive final report; and,

WHEREAS, the Department has agreed to the Grantees request for a no cost time extension; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Paragraph 2 is hereby revised to change the completion date of the Agreement to September 23, 2011.

-- Paragraph 3A is hereby revised to add the following language after the last sentence in the paragraph:

Prior written approval from the Department's Grant Manager shall be required for changes between budget categories, up to 10% of the total budget amount. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% or funding for equipment will require a formal amendment to the Agreement.

-- Paragraph 7 is hereby revised to add the following language as subparagraph C:

C. Effective July 1, 2009, this Agreement may be terminated by the State of Florida upon thirty (30) calendar days written notice if funding for this Agreement is specifically eliminated pursuant to:

1. A deficit reduction plan implemented by the Governor or the Chief Justice or by an act of the Legislature after certification pursuant to Section 216.221, Florida Statutes, that a deficit will occur in the General Revenue Fund; or

2. A deficit reduction plan implemented by the Governor or the Chief Justice to Section 216.221(10), Florida Statutes, or by an act of the Legislature, after a determination by the Chief Financial Officer that a deficit will occur with respect to the appropriations from a specific trust fund in the current fiscal year.

-- Paragraph 10 is hereby revised to add the following language as subparagraph C:

C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting**, **Attachment E**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment E should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

-- Paragraph 11B, the last sentence is hereby deleted in its entirety and replaced with the following:

A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

-- Paragraph 14 is hereby deleted in its entirety and replaced with the following:

14. The Department's Grant Manager for this Agreement is identified below.

Borja Crane-Amores	
Florida Department of Environmental Protection	
Bureau of Watershed Management	
2600 Blair Stone Road, MS#3510	
Tallahassee, Florida 32399-2400	
Telephone No.:	850/245-8425
Fax No.:	850/245-8431
E-mail Address:	Borja.craneamores@dep.state.fl.us

-- Paragraph 15 is hereby deleted in its entirety and replaced with the following:

15. The Grantee's Grant Manager for this Agreement is identified below.

Rolando Raymundo	
Seminole County Board of County Commissioners	
Stormwater Division	
520 West Lake Mary Boulevard, Suite 200	
Sanford, Florida 32773	
Telephone No.:	407/665-5715
Fax No.:	407/665-5634
E-mail Address:	Rraymundo@seminolecountyfl.gov

-- Paragraph 20 is hereby deleted in its entirety and replaced with the following:

20. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

-- Attachment A, Grant Work Plan, Project Milestones table is hereby deleted in its entirety and replaced with the following:

PROJECT MILESTONES:

Task	Activity	Start	Complete
0	Land Acquisition		Completed
0	Master Basin Engineering Study		Completed
0	Construction Plan Preparation and Permitting		Completed
1	Construction	Month 2	Month 10
2	Pre-Construction Monitoring	On-Going	Month 10
2	Monitoring Plan and QAPP for Post-Implementation Monitoring	Month 2	Month 65
2	Post-Implementation Monitoring	Month 10	Month 65
3	Quarterly Reports	Month 1	Month 68
3	Final Project Report		Month 68

-- Attachment B, Payment Request Summary Form, Page 2 of 2, the footer is hereby deleted and replaced with the following:

DEP Agreement No. S0261, Attachment B, Page 2 of 2

-- Attachment C-1, Revised Special Audit Requirements is hereby deleted in its entirety and replaced with **Attachment C-2, Second Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment C-1 shall hereinafter refer to **Attachment C-2, Second Revised Special Audit Requirements.**

-- **Attachment E, Certification of Applicability to Single Audit Act Reporting**, attached hereto is hereby added to the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
*Title:

Date:_____

See Page 3a of 3

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or Designee

Date:_____

_____
Borja Crane-Amores, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	C-2	Second Revised Special Audit Requirements (5 Pages)
Attachment	E	Certification of Applicability to Single Audit Act Reporting (1 Page)

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Bob Dallari, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Date: _____

As authorized for execution by the Board of County Commissioners at their June 23, 2009 regular meeting.

For Use and Reliance of Seminole County Only.
Approved as to Form and Legal Sufficiency.

_____
County Attorney

ATTACHMENT C-2

SECOND REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – GAA Line Item 1700	2004 – 2005	37.039	Statewide Surface Water Restoration and Wastewater Projects	$1,738,755.00	140076
Amendment No. 1	Water Quality Assurance Trust Fund – GAA Line Item 1700	2005 – 2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	$1,000,000.00	140076

Total Award	$2,738,755.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT E

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee's Fiscal Year Period: FROM:_____ TO:_____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year: $_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year: $_____

Please identify grants to be included in the Single Audit that are provided by the Department of Environmental Protection

CSFA#	CFDA#	DEP GRANT AGREEMENT NUMBER

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct:

_____ _____

Name Date

_____

Title

DEP AGREEMENT NO. S0261
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 24th day of January, 2006, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

WHEREAS, due to pollutant runoff into the Lockhart Smith Canal the Borrow Pit within the canal will be converted to a wet detention pond in order to reduce the pollutant build up; and,

WHEREAS, addtitional funding is needed for this conversion; and,

WHEREAS, additional funding in the amount of $1,000,000 has been made available to the Department; and,

WHEREAS, the Agreement needs to be revised to include the additional funding; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- The title of the Agreement is hereby revised to read as follows:

DEP AGREEMENT NO. S0261

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1700 OF THE 2004-2005 GENERAL APPROPRIATIONS ACT AND
PURSUANT TO LINE ITEM 1821 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT

-- Paragraph 3A is hereby revised to change the total funding provided by the Department to $2,738,755.00 and the total project cost to $7,875,190.00.

-- Paragraph 10B is hereby revised to change the form number listed to DFS-A2-NS.

-- Attachment A, Grant Work Plan, Page 4 of 5 is hereby deleted in its entirety and replaced with Attachment A, Grant Work Plan, Page 4 (Revised) of 5, attached hereto and made a part of the Agreement.

-- Attachment C, Special Audit Requirements is hereby deleted in its entirety and replaced with **Attachment C-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment C shall hereinafter refer to **Attachment C-1, Revised Special Audit Requirements.**

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Title*:

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jerry Brooks
Secretary or designee

Date: 10/31/06

Eric Livingston
Eric Livingston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

Marla Cw
DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan, Page 4 (revised) of 5
Attachment	C-1	Revised Special Audit Requirements (5 Pages)

Accepted By:

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
Carlton Henley, Chairman
Board of County Commissioners

Date: December 13, 2006

As authorized for execution by the
Board of County Commissioners at their
Dec. 12, 2006 regular meeting.

Task 3 – Project Administration

Seminole County staff will perform (or retain consultants to perform) all project management, construction administratio (including construction contractor selection and construction inspection) and effectiveness evaluation duties. Seminole Count will also be responsible for ensuring that all reports are submitted to FDEP including construction progress reports, annua monitoring reports and final project report.

PROJECT MILESTONES:

Task	Activity	Start	Complete
0	Land Acquisition		Completed
0	Master Basin Engineering Study		Completed
0	Construction Plan Preparation and Permitting		Completed
1	Construction	Month 2	Month 10
2	Pre-Construction Monitoring	On-Going	Month 10
2	Monitoring Plan and QAPP for Post-Implementation Monitoring	Month 2	Month 10
2	Post-Implementation Monitoring	Month 10	Month 34
3	Quarterly Reports	Month 1	Month 10
3	Final Project Report	Month 31	Month 34

PROJECT BUDGET:

Project Funding Activity	Grant Amount	Matching Contribution	Match Source
Contractual:			
BMP Implementation	$ 2,613,755.00	$ 635,755.00	Seminole County
Monitoring	$ 125,000.00	$ 0.00	Seminole County
Engineering, Permitting & Evaluation		$ 1,103,000.00	Seminole County
Total:	$ 2,738,755.00	$ 1,738,755.00	
***Total Project Cost:**		$ 7,875,190.00	

BUDGET BY TASK:

Project Funding Activity	Grant Amount	Matching Contribution	Match Source
Task 0 – Master Basin Engineering Study		$ 808,000.00	Seminole County
Task 0 – Construction Plan Preparation and Permitting		$ 135,000.00	Seminole County
Task 1 – Construction	$ 2,613,755.00	$ 635,755.00	Seminole County
Task 2 – Effectiveness Evaluation	$ 125,000.00	$ 0.00	Seminole County
Task 3 – Project Evaluation		$ 160,000.00	Seminole County
Total:	$2,738,755.00	$ 1,738,755.00	
***Total Project Cost:**		$ 7,875,190.00	

*The total project cost estimate of $7,875,190.00 includes $3,397,680 for land acquisition which has already been completed.

ATTACHMENT C-1

REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa/ or the Governor's Office of Policy and Budget website located at http://www.ebudget.state.fl.us/ for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website http://www.leg.state.fl.us/Welcome/index.cfm, Governor's Website http://www.myflorida.com/, Department of Financial Services' Website http://www.fldfs.com/ and the Auditor General's Website http://www.state.fl.us/audgen/pages/flsaa.htm.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – Line Item GAA 1700	2004-2005	37.039	Statewide Surface Water Restoration and Wastewater Projects	$1,738,755.00	140076
Amendment No. 1	Water Quality Assurance Trust Fund – Line Item GAA 1718	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	$1,000,000.00	140076

Total Award	$2,738,755.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

STATE FINANCIAL ASSISTANCE AGREEMENT

DEP AGREEMENT NO. S0261

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1700 OF THE 2004-2005 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 177 Bush Loop, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), a local government entity, to provide financial assistance for the Smith Lockhart Canal Regional Storm Water Retrofit.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than forty (40) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $1,738,755.00 toward the total project cost estimate of $6,875,190.00. The parties hereto agree that the Grantee is responsible for providing a minimum match of $1,738,755.00 (or 50% of the total project cost, whichever is less) toward the project described in **Attachment A**. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

   B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.

   C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carylon Coke
DEPUTY CLERK

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

    B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Upon request, the Department will furnish a list of minority owned businesses for consideration in subcontracting opportunities.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

Eric Livingston	
Florida Department of Environmental Protection	
Bureau of Watershed Management	
2600 Blairstone Road – MS#3510	
Tallahassee, FL 32399-2400	
Telephone No.:	(850) 245-8430
SunCom No.:	205-8430
Fax No.:	(850) 245-8434
SunCom Fax No.:	205-8434
E-mail Address:	Eric.Livingston@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Marek Flomerfelt	
Seminole County Roads	
Stormwater Division	
177 Bush Loop	
Sanford, FL 32773	
Telephone No.:	(407) 665-5569
Fax No.:	(407) 665-5634
E-mail Address:	mflomerfelt@seminolecountyfl.gov

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide

Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. The purchase of non-expendable equipment costing $1,000 or more is not authorized under the terms of this Agreement.

20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the **Attachment D, Quality Assurance Requirements**.

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

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

23. Land acquisition is not authorized under the terms of this Agreement.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Title:

Date: _____

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Jenny Brooks
Secretary or designee

Date: 1/12/06

Eric Livingston
Eric Livingston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

FEID No.: 69-1103395

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (5 Pages)
Attachment	B	Payment Request Summary Form (2 Page)
Attachment	C	Special Audit Requirements (5 Pages)
Attachment	D	Quality Assurance Requirements Provision Options (8 Pages)

Accepted By:

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton Henley, Chairman
Board of County Commissioners

Date: January 24, 2006

As authorized for execution by the
Board of County Commissioners at their
1-24, 2006 regular meeting.

ATTACHMENT A
Grant Work Plan

PROJECT ABSTRACT: Providing water quality retrofit to the Lockhart-Smith Canal, the largest watershed and pollutant contributor to the Lake Monroe basin will involve the use of a proven and traditional Best Management Practice (BMP) at the extent practicable. The proposed BMP or Regional Stormwater Facility (RSF) is an existing borrow pit built in the 1960s during the road construction of Interstate 4. The borrow pit is located within the Lockhart-Smith Canal on a 39 acre parcel owned by Seminole County, which was donated by FDOT. It will be converted into a wet pond by increasing the hydraulic residence time across a combination of shallow marsh and deep pool areas to promote nutrient uptake and pollutant settling mechanisms. It receives runoff from a 2,800 acres tributary to the Lockhart-Smith Canal (aka Smith Canal, WBID 2962), of which 54% currently has no stormwater treatment. The RSF is estimated to reduce TN by 1,133 pounds per year and TP by 200 pounds per year respectively or a total of 13% annual reduction of nutrients. The RSF will be open to the public for park-like trail amenities with a learning center to educate visitors about the benefits of the project and enhance their understanding of the basin goals.

PROJECT LOCATION AND WATERSHED CHARACTERISTICS: The RSF is located on section map S20-T19S-R30E, approximately 500 feet west of Interstate 4 and half a mile north of State Road 46. The borrow pit is in Lockhart-Smith Canal, a sub-basin of the Lake Monroe watershed (HUC 03080101) and a major tributary to the St. Johns River with 7.2 square miles in total drainage area.

Watershed Name: Upper St. Johns (Lake Monroe)
Latitude: 81° 20' 9" West
Longitude: 28° 49' 22" North
Hydrologic Unit Code(HUC): 03080101
Land Uses within the Watershed (acres and percentages of total):

Land Use	Acres	%
Low Density Residential	157.81	5.63
Medium Density Residential	208.84	7.45
Mobile Home Units – High Density	14.9	0.53
Multiple Dwelling Units – Low Rise	11.75	0.42
Commercial	168.49	6.01
Professional Services	2.04	0.07
Cemetery	8.07	0.29
Industrial	86.97	3.10
Extractive	7.42	0.26
Educational Facilities	10.89	0.39
Religious Facility	9.13	0.33
Recreational	38.28	1.37
Agriculture	285.02	10.17
Shrub and Brushland	476.77	17.02
Upland Forest	492.36	17.57
Water Bodies	121.83	4.35
Wetlands	295.47	10.55
Transportation	13.05	0.47
Railroad	24.19	0.86
Roads/Highways	351.66	12.55
Utility	16.69	0.60
Land Use Totals (Acreage and %)	2801.61	100.00

POLLUTION REDUCTION STRATEGY: Seminole County in partnership with the St. Johns River Water Management District (SJRWMD) completed the Monroe Basin Engineering Study and Drainage Inventory Update in October 2001. The goal was to develop a long-term stormwater management plan to meet the County's desired level-of-service goals for flooding and water quality protection. The study was also used to estimate relative annual and seasonal pollutant loads from each of the subbasin. Nonpoint source pollutant loads were estimated using the Camp, Dresser & McKee, Inc. (CDM's) Water Management Model (WMM). This was used to develop the County's National Pollution Discharge Elimination System (NPDES) permit application. WMM was also used to conceptually evaluate the 12 USEPA indicator pollutants (BOD5, COD, TSS, TDS, TP, DP,

TKN, NO3 and NO2, Pb, Cu, Zn, and Cd) for each of the eight major sub basins in the Monroe Basin including the Lockhart-Smith Canal. The purpose of the evaluation was to identify relative changes in nonpoint source pollutant loadings due to changes in land use, septic tank areas, and existing BMPs. This allows the County to conceptually screen and identify areas suitable for water quality retrofit.

The land use for 2,800 acres tributary area is a mix of residential and commercial land uses. The major sources of water in the tributary area include rainfall-runoff from the basin surface and seepage into streams from groundwater sources. At the present time, the major sources of pollutants in this region include the adjacent residential, commercial and road areas (old development) with no BMPs in place (non-point source pollution).

The proposed RSF also meets the objectives of the Middle St. Johns River Basin Initiative and the Surface Water Improvement and Management (SWIM) Plan developed by the SJRWMD. The Lockhart-Smith Canal is listed as an impaired waterbody based on FDEP's adopted 2001 Impaired Waters Rule. For water bodies exceeding water quality standards, the SJRWMD and FDEP will establish pollutant load reduction goals (PLRGs) and/or TMDLs to reduce pollutant loads from discharges to these impaired waters.

The proposed RSF is one of the recommendations and the top priority in the 2001 Basin Study. This inline pond system has an annual estimated pollutant removal of 200 lbs per year of total phosphorus (TP), 381 lbs per year of dissolved phosphorus (DP), 880 lbs per year of total kjeldahl nitrogen (TKN) and 253 lbs per yearr of nitrate + nitrite (NO3 + NO2) or a total reduction of 1,714 lbs of pollutant loads per year. Due to the size of the tributary area, the proposed treatment facility has an estimated residence time of 2 days. Since this residence time is less than the optimal threshold of 21 days, the Walker equation was used to estimate the percent reduction in TP and TN loads. The Walker equation is an empirical approach to nutrients removal in impoundments and takes into account the actual residence time of the pond. This approach is typically used when a proposed facility has a residence time of less than the optimum 21 day threshold. The Walker equations can be found in: "Empirical Methods for predicting Eutrophication in Impoundments", Corps of Engineers, U.S. Army Washington, Technical Report E-81-5 Environ. Lab, Waterways Exp. Sta. Vicksburg, MS, 1985.

The estimated cost to construct the proposed improvements is $2.25 million. Seminole County has invested $808,000 in the master plan and design for the Monroe Basin. Additionally, the County has invested $135,000 for the design and permitting of this specific project. The total estimated project cost excluding land acquisition is $3,527,510 wherein 50% or $1,738,755 is the needed assistance to complete the proposed improvements. Since this project has already been designed and permitted, various public information activities have been completed including public participation during the design phase. This project has received all of the required permits last year and it is ready for construction, once the additional project funding has been secured.

Seminole County has been collecting ambient water quality samples upstream and downstream of the proposed project on a quarterly basis. Parameters include nutrients, biological oxygen demand, total suspended solids, total dissolved solids, fecal coliform, chlorophyll a, conductivity, dissolved oxygen, pH, turbidity, and temperature. Also, heavy metals are measured approximately on an annual basis. These results will establish a base line that can be used to compare the performance of the proposed RSF, once constructed, as sampling continues.

PROJECT OBJECTIVES: The Lockhart-Smith Canal is included on the FDEP's 2004 Group 2 Middle St. Johns 303(d) verified list of impaired waterbodies for fecal coliforms, dissolved oxygen, and iron (WBID 2962). Its receiving water body, the St. Johns River (WBID 2893C) is also listed for dissolved oxygen, and nutrients. Both listed impaired waterbodies are projected for TMDL development in 2008.

The RSF was designed to remove nutrients, heavy metals, BOD and total suspended solids and will provide the highest amount of reduction from any of the problem areas identified in the study for the 12 indicator pollutants evaluated.

PROJECT DESCRIPTION: The Monroe basin has a tributary area of approximately 15,196 acres with 35% developed under the existing land use condition generating an estimated annual pollutant load of 12,900,000 pounds of the 12 NPDES indicators. If all new development (72%) is treated by BMPs, as would be required by permitting agencies, the total amount of pollutants reaching Lake Monroe would still increase by approximately 3,046,000 lbs per year or 27% over existing land use. The Lockhart-Smith Canal sub-basin shows the largest percent increase (53%), resulting in an additional 192,000 lbs/year reaching the St. Johns River.

The RSF at this location will provide direct water quality improvements based upon designed natural treatment processes for the listed Lockhart-Smith Canal, and provide several upstream improvements that have insufficient land area available for stormwater ponds. The borrow pit will be re-configured to increase the hydraulic residence time across a combination of shallow marsh and deep pool areas to promote nutrient uptake and pollutant settling mechanisms. The additional benefit will be slight flow

attenuation through the facility, which will provide limited flood control improvements. The design will include public access and educational opportunities. The current permitted project design does not include the learning center.

The proposed treatment volume provided over the 700.4 acres Retrofit Project Area (25% of the tributary area) is approximately 0.7-inch over the project area or 1.1-inch over the impervious area. The pre-existing condition of the borrow pit has a total permanent pool volume of 4.7 acre-feet and a 0.2 day residence time. The total treatment volume for the system is 39 acre-feet and provided between elevations 15.0 feet and 16.5 feet. One half of this volume (19.5 ac-ft) will be released between 24 to 30 hours per SJRWMD rules. The facility increases the permanent pool volume to 45.9 acre-ft and the residence time to 2 days. Details of the improvements include excavation of the project site to just within the extent of the parcel limits to construct the pond, which will be 25.7 acres at normal water level (NWL). Two control structures will be installed, one to control storm flows and the other one to provide water quality drawdown to the system. The outfall weir will be constructed at 20 feet NGVD to control stage and flow.

Implementation of the stormwater detention facility provides the opportunity to convey treated flows to enhance the onsite wetland and to reduce the oxygen demand and phosphorus and nitrogen loads discharging to the St. Johns River. The construction of perimeter berms were proposed for maintenance purposes, and the construction of two internal berms were proposed to maximize the flow path while minimizing wetland impacts.

Due to existing wetlands with the project area, the proposed facility has been designed to mimic the existing hydrology of the borrow pit marsh. The canal passes through the project area and during large storm events the water in the canal currently overflows into the adjacent wetland. Establishment of the RSF provides an opportunity to restore the hydrology to the existing wetland. The facility has been designed to maximize the flow path and detention time of stormwater runoff, maximize stormwater treatment, minimize wetland impacts, and provide hydrologic enhancement of the wetland. The internal berms were located to either minimize wetland impacts or to impact the poor quality shrub wetlands to the maximum extent possible.

The 39-acre property was donated by FDOT and now owned by Seminole County. The proposed project has received all the necessary permits for construction, and awaits only the two final tasks for completion, the construction phase and post-construction water quality monitoring phase.

ESTIMATED POLLUTANT LOAD REDUCTION:

BMP's Installed		TSS kg/yr	TP kg/yr	TN kg/yr	Sediment kg/yr	BOD kg/yr	Other kg/yr	Other kg/yr
Lockhart-Smith RSF							DP	
Pollutant Loads	Pre-Project	N/A	456	4,940	N/A	N/A	469	N/A
	Post-Project	N/A	364	4,425	N/A	N/A	296	N/A
	Load Reduction	N/A	91	515	N/A	N/A	173	N/A
	% Reduction	N/A	20	11	N/A	N/A	37	N/A

MODEL USED: The estimated pollutant load reductions listed above were taken from the project's design and permit application report prepared by CDM. A copy of one of the sections of the permit application report is enclosed as supporting documentation for this grant application.

OUTPUTS/DELIVERABLES:

Task 1 – Construction

Construction task will begin immediately after the grant is approved by advertising the request for bids. Actual construction will initiate upon selection and contract approval of a qualified, cost effective contractor. Seminole County will provide construction administration and inspection services throughout the duration of the project. Digital photos will be taken and regular construction inspections will be conducted from the beginning of the project until its completion to document the project.

Task 2 – Effectiveness Evaluation: Monitoring to Determine Treatment Effectiveness

In order to measure the effectiveness of the new RSF, Seminole County will prepare a stormwater monitoring plan and submit it to DEP for approval. The plan shall be based on the generic sampling plan set forth in Attachment 3. A SOP/QAPP will also be prepared and submitted to DEP. The final project report will include the results of the stormwater monitoring program and document the load reduction from the project.

Task 3 – Project Administration

Seminole County staff will perform (or retain consultants to perform) all project management, construction administration (including construction contractor selection and construction inspection) and effectiveness evaluation duties. Seminole County will also be responsible for ensuring that all reports are submitted to FDEP including construction progress reports, annual monitoring reports and final project report.

PROJECT MILESTONES:

Task	Activity	Start	Complete
0	Land Acquisition		Completed
0	Master Basin Engineering Study		Completed
0	Construction Plan Preparation and Permitting		Completed
1	Construction	Month 2	Month 10
2	Pre-Construction Monitoring	On-Going	Month 10
2	Monitoring Plan and QAPP for Post-Implementation Monitoring	Month 2	Month 10
2	Post-Implementation Monitoring	Month 10	Month 34
3	Quarterly Reports	Month 1	Month 10
3	Final Project Report	Month 31	Month 34

PROJECT BUDGET:

Project Funding Activity	Grant Amount	Matching Contribution	Match Source *
Contractual:			
BMP Implementation	$ 1,613,755.00	$ 635,755.00	Seminole County
Monitoring	$ 125,000.00	$ 0.00	Seminole County
Engineering, Permitting & Evaluation		$ 1,103,000.00	Seminole County
Total:	$ 1,738,755.00	$ 1,738,755.00	
Total Project Cost:		$ 6,875,190.00	
Percentage Match:	25.29 %	74.71 %	

BUDGET BY TASK:

Project Funding Activity	Grant Amount	Matching Contribution	Match Source
Task 0 – Master Basin Engineering Study		$ 808,000.00	Seminole County
Task 0 – Construction Plan Preparation and Permitting		$ 135,000.00	Seminole County
Task 1 – Construction	$ 1,613,755.00	$ 635,755.00	Seminole County
Task 2 – Effectiveness Evaluation	$ 125,000.00	$ 0.00	Seminole County
Task 3 – Project Evaluation		$ 160,000.00	Seminole County
Total:	$ 1,738,755.00	$ 1,738,755.00	
***Total Project Cost:**		$ 3,477,510.00	
Percentage Match:	50 %	50 %	

*As clarification of and notwithstanding anything else contained in the foregoing State Financial Assistance Agreement, DEP Agreement No. S0261, the Parties agree that the total project cost estimate of $6,875,190.00 includes $3,397,680 for land acquisition which has already been completed. The balance of $3,477,510 includes $943,000 for engineering services and preparation and permitting of construction plans which have already been completed that has already been paid by Seminole County. The balance of the project includes the actual construction of the project (estimated to cost $2,249,510) plus effectiveness evaluation (estimated to cost $125,000) and project evaluation (estimated to cost $160,000). Seminole County's payment of $943,000 for engineering services, plan preparation and permitting is expressly recognized as a part of the County's 50% match under this agreement.

OTHER FUNDING (Not Match – such as land acquisition or other federal grants):

Agency	Activity	Amount
FDOT	Land Acquisition	$ 3,397,680.00 (Unit Cost Based on Adjacent Parcel)
	Total:	$ 3,397,680.00

REFERENCES CITED:

1. Monroe Basin Engineering Study and Drainage Inventory by CDM.
2. I-4 Borrow Pit Environmental Resource Permit Application by CDM.

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Seminole County Board of County Commissioners

GRANTEE'S GRANT MANAGER: _____

PAYMENT REQUEST NO.: _____

DEP AGREEMENT NO.: S0261

DATE OF REQUEST: _____

PERFORMANCE PERIOD: _____

AMOUNT REQUESTED:$_____

PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	$ N/A	$ N/A	$ N/A	$ N/A
Fringe Benefits	$ N/A	$ N/A	$ N/A	$ N/A
Travel (if authorized)	$ N/A	$ N/A	$ N/A	$ N/A
Subcontracting:				
BMP Implementation	$	$	$	$
Monitoring	$	$	$ N/A	$ N/A
Engineering, Permitting & Evaluation	$ N/A	$ N/A	$	$
Equipment Purchases	$ N/A	$ N/A	$ N/A	$ N/A
Supplies/Other Expenses	$ N/A	$ N/A	$ N/A	$ N/A
Land	$ N/A	$ N/A	$ N/A	$ N/A
Overhead	$ N/A	$ N/A	$ N/A	$ N/A
TOTAL REQUESTED	$		$	
TOTAL GRANT AGREEMENT				
Less Total Cumulative Payments of:				
TOTAL REMAINING IN GRANT				

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period. This must be by budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTALS*" line. Enter the budget amount on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTALS*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at http://state.fl.us/fsaa/catalog or the Governor's Office of Policy and Budget website located at http://www.myflorida.com/myflorida/government/contacts/opbOffice.html for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website http://www.leg.state.fl.us/, Governor's Website http://www.myflorida.com/, Department of Financial Services' Website http://www.dbf.state.fl.us/ and the Auditor General's Website http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1700	2004-2005	37.039	Statewide Surface Water Restoration and Wastewater Projects	$1,738,755.00	140076

Total Award	$1,738,755.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT D
Quality Assurance Requirements

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. LABORATORIES
   a. The CONTRACTOR shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured.
   b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution between the laboratory and the CONTRACTOR. Within six months of this Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
   c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The CONTRACTOR shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
   e. The CONTRACTOR shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
   f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
      (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
      (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
   g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
   h. The CONTRACTOR shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
   i. The CONTRACTOR shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
   j. The CONTRACTOR shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
   k. The CONTRACTOR shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
   l. In addition, the CONTRACTOR shall ensure that the quality control requirements specified in the attached addenda are followed.
   m. The CONTRACTOR shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.
3. FIELD ACTIVITIES
   a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

b. The CONTRACTOR shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, February 1, 2004). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6).

c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.

d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the CONTRACTOR shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:

(i) Matrix-Related Quality Controls - The CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:

(1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;

(2) The last time samples are collected for the sample collection matrix.

(ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.

(1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.

(2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.

4. <u>REPORTING, DOCUMENTATION AND RECORDS RETENTION</u>

a. The CONTRACTOR shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.

b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.

c. The CONTRACTOR shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager as part of Quarterly Progress Reports and shall include the following information:

- Laboratory sample identification (ID) and associated Field ID
- Analytical/test method
- Parameter/analyte name
- Analytical result (including dilution factor)
- Result unit
- Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
- Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
- Date and time of sample preparation (if applicable)
- Date and time of sample analysis
- Results of laboratory verification of field preservation
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
- MDL
- PQL
- Sample type (such as blank type, duplicate type, etc.)
- Field and laboratory QC blank results:
  - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);

- Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
- Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
- Results of surrogate spike analyses (if performed)
- Results of laboratory control samples (LCS)
- Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
- Acceptance criteria used to evaluate each reported quality control measure

d. The CONTRACTOR shall ensure that the following field-related information is reported to the DEP contract manager:
- Site and/or stormwater BMP name
- Field ID for each sample container and the associated analytes (test methods) for which the container was collected
- Date and time of sample collection
- Sample collection depth, if applicable
- Sample collection method identified by the DEP SOP number, where applicable
- If performed, indicate samples that were filtered
- Field test measurement results, if applicable:
  - DEP SOP number (FT-series), where applicable
  - Parameter name
  - Result
  - Result unit
  - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
- Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results, etc.), unacceptable field measurement or other problems related to the sampling event.

e. The CONTRACTOR shall submit the lab and field data above electronically in either Excel or Access format.

5. **AUDITS**

a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the CONTRACTOR, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.

b. PLANNING REVIEW AUDITS –

(i) Initial: Within 15 days of completing the first sampling and analysis event, the CONTRACTOR and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in item (i) above shall occur annually.

c. QUALITY SYSTEMS AUDITS – The CONTRACTOR and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the CONTRACTOR's and subcontractors' records.

d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the CONTRACTOR shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.

(i) The CONTRACTOR shall ensure that all acceptance and usability criteria required by this Contract not specified above are listed in the planning document.

(ii) The CONTRACTOR shall ensure that the results of all quality control measures described above are evaluated according to the acceptance criteria listed in this attachment, the addenda and the planning document.

(iii) The CONTRACTOR shall ensure that all sample results are evaluated according to the additional usability criteria specified in the planning document.

6. PLANNING DOCUMENT

a. The CONTRACTOR shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a *Sampling and Analysis Plan or, if desired, as the final monitoring plan submitted to the DEP contract manager*. In either case, the plan shall include/discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02.

b. The CONTRACTOR and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the CONTRACTOR fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.

c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the CONTRACTOR and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the CONTRACTOR shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.

d. If the review of the planning document by the Department is delayed, through no fault of the CONTRACTOR, beyond sixty (60) days after the planning document is received by the Department, the CONTRACTOR shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.

e. Sampling and analysis for the Contract may not begin until the planning document has been approved.

f. Once approved, the CONTRACTOR shall follow the protocols specified in the approved planning document including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the planning document; and
- Using only the equipment approved in the planning document.

g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the CONTRACTOR shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the CONTRACTOR fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract.

h. When the approved planning document requires modification, the amendments shall be

(i) Provided in a new planning document, or

(ii) Provided as amended sections of the current planning document, or

(iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

7. DELIVERABLES

a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:

(i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.

(ii) Non-standard laboratory or field procedures – The CONTRACTOR shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.

(iii) Reports of planning review audits as specified in item 5.b. above.

(iv) Statements of Usability as specified in item 5.d. above.
(v) Planning document per Section 6, above.

8. CONSEQUENCES

a. Failure to comply with any requirement of this attachment may result in:
   - (i) Immediate termination of the Contract.
   - (ii) Withheld payment for the affected activities.
   - (iii) Contract suspension until the requirement(s) has been met.
   - (iv) A request to refund already disbursed payments.
   - (v) A request to redo work affected by the non-compliant activity.
   - (vi) Other remedies available to the Department.

Addendum 1

Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Matrix-Related Quality Control Samples - The CONTRACTOR shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
   a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Contract for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
   b. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
   c. Spike levels must be at the concentrations specified in item 3 below.
   d. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
   a. The acceptance criteria for the LCS shall be specified in the planning document.
   b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
   a. Analysis of a QCCS is required for but not limited to the following analyses:
      (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
      (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
   b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
   a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
   b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.
   a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
   a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the CONTRACTOR shall ensure that the following requirements are met:
   a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
   b. Initial Calibration Requirements
      (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the

minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.

(ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.

(iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.

(iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.

(v) The acceptance criteria for second-source verifications shall be specified in the planning document.

(vi) Sample analysis cannot proceed if an initial calibration is unacceptable.

c. Continuing Calibration Requirements:

(i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.

(ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.

(iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.

(iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as "estimated" per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.

(v) If a continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.

d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.

8. Quality Control Blanks

a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.

b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.

c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.

9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.

10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.

Addendum 2

Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods 20th edition, section 9020.*
2. Quality Control Blanks
   a. If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank.
   b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C.
3. Laboratory Quality Control Duplicates
   a. At least 10% of the samples (or one per test run) shall be duplicated.
   b. All duplicate results shall be evaluated per method specifications using the precison criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
   c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.
4. Colony Counts
   a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
   b. The laboratory shall make every attempt to ensure that colony counts are in the ideal range of 20 – 60 colonies per plate. Reported values from colony plate counts outside this range shall be qualified with a "B" (unless the reported value is from a 100 mL sample and the count is less than 20).
   c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".
   d. The laboratory shall follow the reporting requirements specified in the method for other results that are outside the ideal range (item 5.b. above)
   e. If the sample result is "too numerous to count (TNTC)" the laboratory shall report the filtration volume with the data qualifier "Z".
   f. Colony counts from samples that have been verified shall be adjusted based on the verification results as specified in the analytical method approved for this Contract and listed in the planning document.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approval of a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company in Conjunction with the East Lake Mary Boulevard, Phase IIB Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company to facilitate installation of Florida Power & Light's conduit, splice boxes and appurtenant electric service facilities (collectively, the "underground facilities") in the road rights-of-way of East Lake Mary Boulevard, Phase IIB (Brisson Avenue to State Road 46) and authorize the payment of the invoice from Florida Power & Light Company in the amount of $183,618.05.
Capital Improvement Number 00010701.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

In 2002, Florida Power & Light Company (FP&L) submitted a permit to Seminole County to extend overhead utilities from Red Cleveland Boulevard to State Road 46. These utilities would have been placed overhead in the new roadway corridor. The County denied issuing the permit and litigation began between FP&L and Seminole County. As a resolution of the litigation, it was agreed that while the roadway was under construction FP&L would install conduit sleeves, at no cost, and the County would pay the net difference between the cost of installing the cable underground for the utilities as opposed to overhead. At the time, the estimate was based on approximately $11.00 per linear foot, which resulted in a cost of roughly $150,000.00. We have recently received an estimate (copy attached; letter dated June 2, 2009) for this work from FP&L and the cost has increased over the past six years for installation of the utilities to $12.89 per linear foot. This number would equate to a cost of $183,618.05. If the County had not coordinated installation of the conduit with FP&L, the cost to bury the utilities would have been anywhere between $1.2 and $1.5 million dollars per mile which would have resulted in an overall cost to the County of $2.5 to $3 million dollars. This cost savings was discussed with Board members in the spring of 2003. At that time, the underground concept described above was and still is the most effective way to provide underground power utilities and avoid litigation.

STAFF RECOMMENDATION:

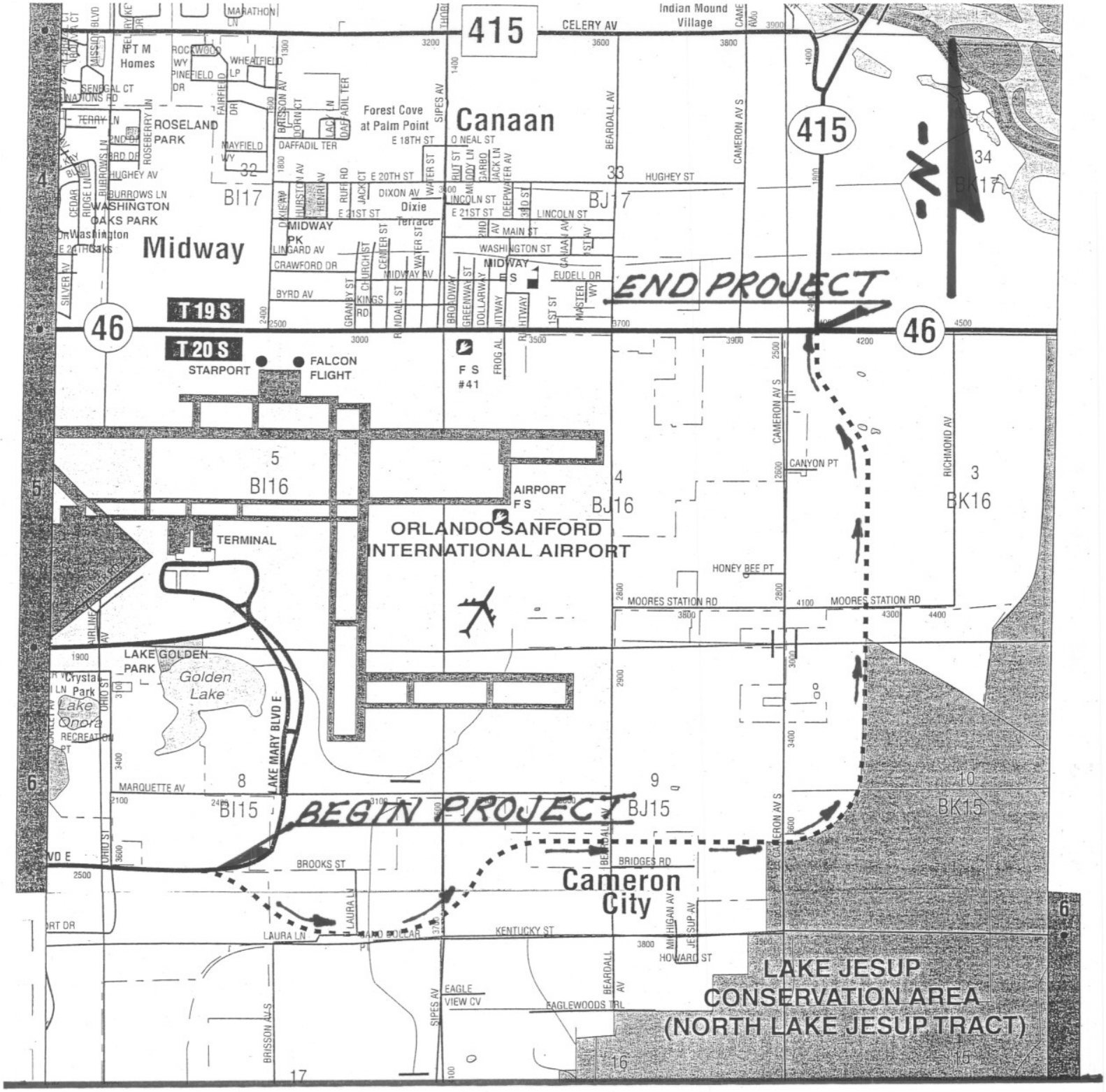
Staff recommends that the Board approve and authorize the Chairman to execute a County Right-of-Way Relocation Reimbursement Agreement with Florida Power & Light Company to facilitate installation of Florida Power & Light's conduit, splice boxes and appurtenant electric service facilities (collectively, the "underground facilities") in the road rights-of-way of East Lake Mary Boulevard, Phase IIB (Brisson Avenue to State Road 46) and authorize the payment of the invoice from Florida Power & Light Company in the amount of $183,618.05. Capital Improvement Number 00010701.

ATTACHMENTS:

1. Location Map
2. Letter-June 2, 2009-FPL-East Lake Mary Blvd., Phase IIB
3. Right-of-Way Relocation Reimbursement Agmt. FPL- East Lake Mary Blvd., Phase IIB
4. Invoice - FPL - East Lake Mary Blvd.-Phase IIB

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)



LOCATION MAP

Florida Power & Light Company

June 2, 2009

Mr. Jerry McCollum
Seminole County Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773-7424

Re: Installation of FPL Underground Cable in Existing Conduits on East Lake Mary Blvd from Red Cleveland Blvd to SR 46 and SR 415.

Dear Mr. McCollum:

Pursuant to your request for a breakdown of the costs for FPL to install the underground feeder cable in the existing conduits that were installed along East Lake Mary Blvd from Red Cleveland Blvd to State Road 46 are as follows:

1. Installation of conduits & feeder splice boxes: (Installation completed September 2006)	$0.00
2. Installation of FPL underground feeder cable: (Includes setup, pulling, and terminations) (18,845 linear feet of cable minus 4,600 linear feet for airport runway expansion = 14,245 linear feet of cable @ $12.89 per foot)	$183,618.05

The cost per linear foot is based on the current underground Tariff filed with the Florida Public Service Commission. This cost estimate is binding pending any approved revisions to the Tariff.

Installation of the underground feeder cable is pending the execution of the Right of Way Agreement and the tariff amount is paid. The timeframe for installation would be first or second quarter of 2009 or as development progresses along East Lake Mary Blvd.

I look forward to hearing from you. Please contact me at 386-322-3406 if you have any questions.

Sincerely,

C. K. Johnson
Resource Lead
Central Florida Area

an FPL Group Company

COUNTY RIGHT-OF-WAY
RELOCATION REIMBURSEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into this ___ day of _____, 2009 by and between Seminole County (***"Local Government"***), a political subdivision of the State of Florida whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, and Florida Power & Light Company (***"FPL"***), a Florida corporation, whose address is 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, Local Government has requested that FPL install conduit, splice boxes and appurtenant electric service facilities (collectively, the ***"Underground Facilities"***) underground in certain Local Government road rights-of-way (***"Local Government ROW"*** also referred to herein as ***"ROW"***) more particularly described as:

East Lake Mary Boulevard, Phase IIB

WHEREAS, Local Government understands that certain facilities, including transformers, switch cabinets and other appurtenant facilities (the ***"Additional Facilities"***) may not be located within public road rights-of-way, and in the event that such Additional Facilities are necessary to serve Local Government projects or facilities, Local Government has agreed to provide FPL with the necessary easements on or over local Government property for the underground installation of such facilities; and

WHEREAS, the Local Government has agreed to pay FPL the cost of underground installation of the Underground Facilities as required by FPL electric tariff and the Florida Administrative Code; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL's electric tariff and the Florida Administrative Code governing the underground installation of electric facilities, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

2. **Conditions Precedent to Placement of Underground Facilities in ROW.**

(a) Local Government covenants, represents and warrants that:

(i) Local Government has full legal right and authority to enter into this Agreement;

(ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;

(iii) Local Government hereby authorized the use of the ROW identified in this Agreement by FPL for the purposes stated herein.

(b) All applicable permits for FPL to install, construct or maintain the Underground Facilities in the ROW must be issued on a timely basis by the appropriate agency.

(c) The design and location of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards.

(d) Local Government agrees to provide, at its expense, roadway Right of Way Maps, sheets 1 through 34 as recorded in the Right of Way Map Book 7 page 5 - 38 on January 23, 2009, Seminole County Florida to FPL reflecting the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said Right of Way Maps and legal descriptions shall be made part of this Agreement and attached as **Exhibit "A".**

(e) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as **Exhibit "B".**

3. **Relocation and Rearrangement of FPL Facilities.** If the Local Government, or other agency with control over the Local Government ROW, for any reason whatsoever, requests that FPL relocate or rearrange, in whole or in part, any Underground Facilities and/or Additional Facilities (as they are to exist as a result of Local Government's current request for installation of such Underground Facilities and Additional Facilities, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that should be necessary, and shall pay FPL for the reasonable costs of any such relocation, adjustment or rearrangement, now or in the future. In the event that Local Government engages in future construction or excavation in close proximity to the Underground Facilities and/or Additional Facilities, and if said construction or excavation interferes with FPL's use of Underground Facilities and/or Additional Facilities, Local Government shall then reimburse FPL for all reasonable costs of locating, exposing, protecting or supporting the Underground Facilities and Additional Facilities as necessary to alleviate said interference. Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW.

4. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

5. **Title and Ownership of Facilities**. Title and ownership of Underground Facilities and Additional Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

6. **Underground Facilities Outside ROW**. In the event that the FPL Underground Facilities to be installed and located entirely within Local Government's ROW are not, for any reason other than the sole error of FPL or its contractors, constructed entirely within the ROW, Local Government shall grant or secure, at Local Government's sole reasonable cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the FPL Facilities in these areas, and shall secure

subordinations of any mortgages affecting these tracts to the interest of FPL.

7. **Agreement Subject to FPL's Electric Tariff.** This Agreement is subject to FPL's electric tariff, including but not limited to the general rules and regulations for electric service set forth by the State of Florida and the rules of the Florida Public Service Commission, as may be revised, amended or supplemented from time to time.

8. **Venue; Waiver of Jury Trial.** This Agreement shall be enforceable in Seminole County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Seminole County, Florida. By entering into this Agreement, FPL and the Local Government expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.

9. **Attorney Fees.** In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

10. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, sent by Federal Express, or a comparable overnight service or by U. S. registered or certified mail, return receipt requested, postage prepaid to each party at their respective addresses set forth below:

As to Local Government:

Seminole County
Engineering Division
Attn: Assistant County Engineer
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

As to FPL:

Florida Power & Light Company
3000 Spruce Creek Road
Port Orange, FL 32119
Attention: Distribution

With a copy to:
Attention: Law Department
700 Universe Boulevard LAW/JB
Juno Beach, FL 33408

11. Assignment. The parties to this Agreement shall not assign this Agreement without the written consent of the other party.

12. Recording. This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in the place and in the manner in which deeds or similar legal instruments are typically recorded.

13. Conflict Between Terms of Permit or Franchise and Agreement. In the event of a conflict between the terms of any permit or franchise agreement entered into by Local Government and FPL and this Agreement, the terms of this Agreement shall control.

14. Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

15. Entire Agreement.

(a) The entire agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first set forth above.

WITNESSES:

Susan Zellers
Signature

Susan Zellers
Print Name

Signature

Becky Holcomb
Print Name

FLORIDA POWER & LIGHT COMPANY

By: William L. Walter II
Signature

Print Name: WILLIAM L WATER II

Title: CENTRAL FL ENGINEERING LEAD

ATTEST:

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.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at its
_____, 200__, regular meeting.

Exhibit "A"

Seminole County Florida
"Specific Purpose Map and Control Survey,
East Lake Mary Boulevard Extension
From Ohio Avenue to Silver Lake Drive,
County Project PS-0137"
Prepared by Lochrane Consulting Engineers & Surveyors
Dated _____
Sheets 1 through 34 inclusive

Recorded in Seminole County Right of Way Map Book 7 beginning at
Page 5 - 38 on January 23, 2009

MAP BOOK 7 PAGE 5

SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

GRANT MALOY
DISTRICT 1

RANDALL MORRIS
DISTRICT 2

DICK VAN DER WEIDE
DISTRICT 3

CARLTON HENLEY
DISTRICT 4

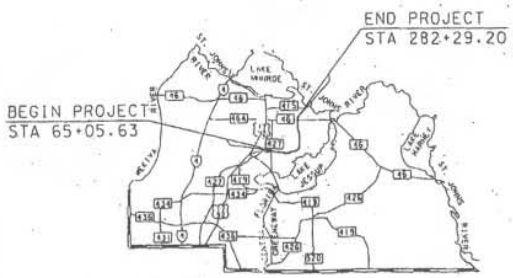
DARYL McLAIN
DISTRICT 5

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

INDEX OF RIGHT-OF-WAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2 - 3	KEY MAPS
4 - 29	DETAIL SHEETS
30 - 32	BASELINE REFERENCE TIES
33 - 34	OWNER TABULATION SHEET

SPECIFIC PURPOSE MAP AND CONTROL SURVEY
EAST LAKE MARY BOULEVARD EXTENSION
FROM OHIO AVENUE TO SILVER LAKE DRIVE/(S.R. 46)
COUNTY PROJECT PS-0137



PROJECT LOCATION

LOCHRANE
Consulting Engineers • Surveyors
201 SOUTH BUMBY AVENUE, ORLANDO, FLORIDA 32803
PH:(407)896-3317 FAX:(407)896-9167

CERTIFICATE OF BOARD OF COUNTY COMMISSIONERS

I HEREBY CERTIFY that this Right-of-Way Map was approved by the Seminole County Board of County Commissioners on the [illegible] day of [illegible], 20[illegible], and represents the existing and proposed right of way of East Lake Mary Blvd. to the extent shown thereon. The right-of-way identified in the Resolution of Necessity adopted by the Seminole County Board of County Commissioners on the 11 day of January, 2005, is recorded in the Official Records Book 5187, Page(s) 1669 of the Public Records of Seminole County, Florida.

As recorded in January 23, 2009 in official Records Book 7123, Page 1067-1069

1-22-09

Chairman of the Board

ATTEST:

By

Clerk of the Board

"I hereby certify this specific purpose survey, consisting of sheets 1 through 34, for the specific purpose of surveying, referencing, monitoring and mapping the right-of-way corridor and existing property for the transportation facility shown and depicted hereon and that said survey was done under my responsible charge and meets the Minimum Technical Standards for Land Surveyors and Mappers (Rule 61G17-6, Chapter 61G17-6, Florida Administrative Code, Florida Statutes."

LOCHRANE ENGINEERING, INC.
L.B. No. 2930

MICHAEL J. CAVALIERE, P.S.M. No. 3161 — DATE 9-26-2002

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. -

CERTIFICATE OF CLERK

I HEREBY CERTIFY that I received this Right-of-Way Map in accordance with the provisions of Section 177.131, Florida Statutes on this 23rd day of January A.D. 2009

Clerk of the Circuit Court in and for Seminole County, Florida.

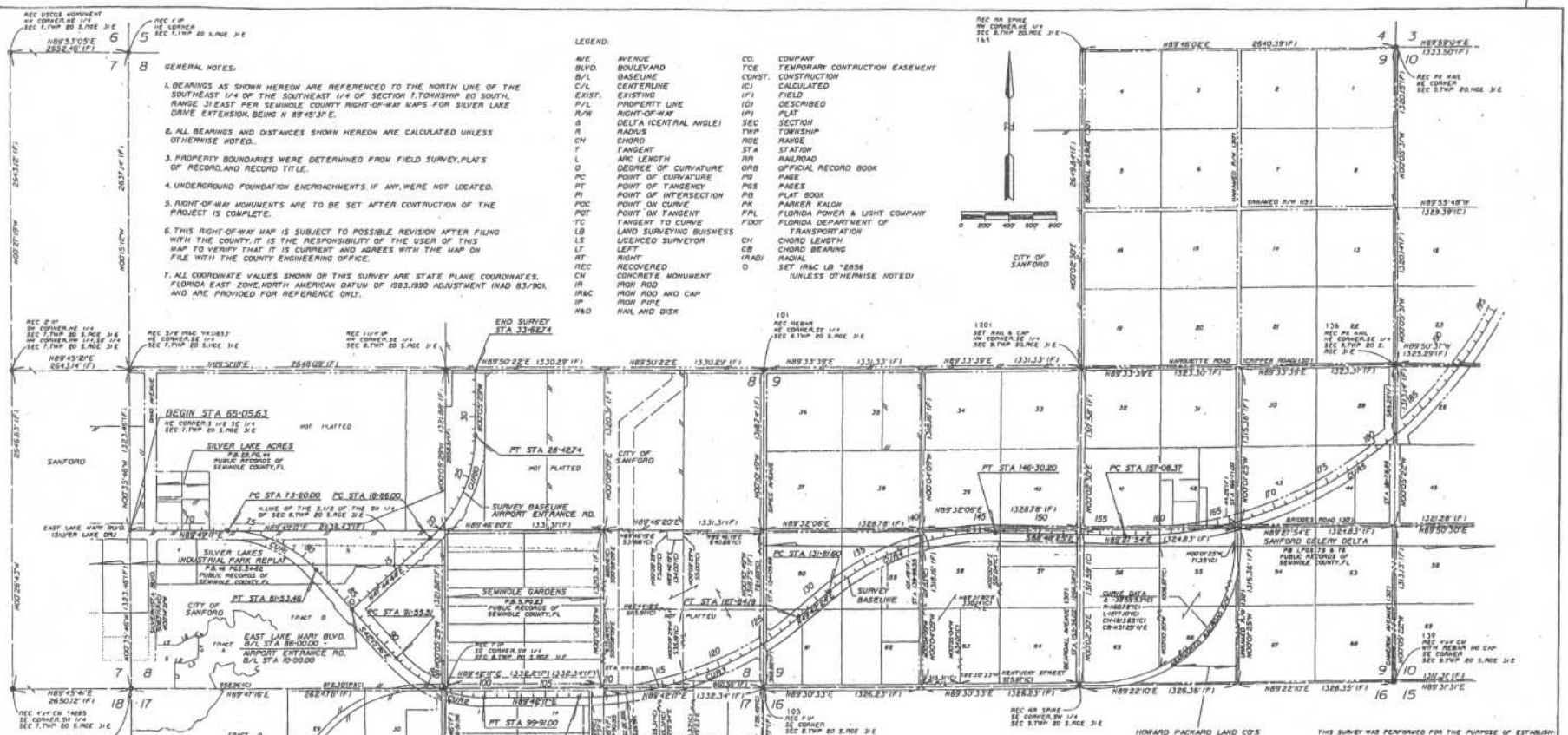
EXHIBIT "A"

GENERAL NOTES:

1. BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 31 EAST PER SEMINOLE COUNTY RIGHT-OF-WAY MAPS FOR SILVER LAKE DRIVE EXTENSION, BEING N 89°45'31" E.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE CALCULATED UNLESS OTHERWISE NOTED.
3. PROPERTY BOUNDARIES WERE DETERMINED FROM FIELD SURVEY, PLATS OF RECORD, AND RECORD TITLE.
4. UNDERGROUND FOUNDATION ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
5. RIGHT-OF-WAY MONUMENTS ARE TO BE SET AFTER CONTRUCTION OF THE PROJECT IS COMPLETE.
6. THIS RIGHT-OF-WAY MAP IS SUBJECT TO POSSIBLE REVISION AFTER FILING WITH THE COUNTY. IT IS THE RESPONSIBILITY OF THE USER OF THIS MAP TO VERIFY THAT IT IS CURRENT AND AGREES WITH THE MAP ON FILE WITH THE COUNTY ENGINEERING OFFICE.
7. ALL COORDINATE VALUES SHOWN ON THIS SURVEY ARE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD 83/90), AND ARE PROVIDED FOR REFERENCE ONLY.

LEGEND:

AVE.	AVENUE	CO.	COMPANY
BLVD.	BOULEVARD	TCE	TEMPORARY CONTRUCTION EASEMENT
B/L	BASELINE	CONST.	CONSTRUCTION
C/L	CENTERLINE	(C)	CALCULATED
EXIST.	EXISTING	(F)	FIELD
P/L	PROPERTY LINE	(D)	DESCRIBED
R/W	RIGHT-OF-WAY	(P)	PLAT
Δ	DELTA (CENTRAL ANGLE)	SEC	SECTION
R	RADIUS	TWP	TOWNSHIP
CH	CHORD	RGE	RANGE
T	TANGENT	STA	STATION
L	ARC LENGTH	RR	RAILROAD
D	DEGREE OF CURVATURE	ORB	OFFICIAL RECORD BOOK
PC	POINT OF CURVATURE	PG	PAGE
PT	POINT OF TANGENCY	PGS	PAGES
PI	POINT OF INTERSECTION	PB	PLAT BOOK
POC	POINT ON CURVE	PK	PARKER KALON
POT	POINT ON TANGENT	FPL	FLORIDA POWER & LIGHT COMPANY
TC	TANGENT TO CURVE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LAND SURVEYING BUISNESS		
LS	LICENCED SURVEYOR	CH	CHORD LENGTH
LT	LEFT	CB	CHORD BEARING
RT	RIGHT	(RAD)	RADIAL
REC	RECOVERED	O	SET IR&C LB #2856 (UNLESS OTHERWISE NOTED)
CM	CONCRETE MONUMENT		
IR	IRON ROD		
IR&C	IRON ROD AND CAP		
IP	IRON PIPE		
N&D	NAIL AND DISK		



CURVE CUR1	CURVE CUR2	CURVE CUR3	CURVE CUR4	CURVE CUR5	CURVE CUR10
PI STA 77+62.86	PI STA 95+99.58	PI STA 118+26.93	PI STA 139+10.68	PI STA 178+46.77	PI STA 23+94.24
Δ = 47°53'81" RT.	Δ = 48°02'27" LT.	Δ = 39°59'53" LT.	Δ = 47°29'11" RT.	Δ = 64°20'06" LT.	Δ = 47°50'13" LT.
T = 442.86'	T = 444.05'	T = 1042.64'	T = 789.09'	T = 2038.40'	T = 508.24'
L = 833.46'	L = 835.49'	L = 1999.90'	L = 1508.59'	L = 3817.77'	L = 956.74'
R = 996.45'	R = 996.45'	R = 2864.79'	R = 2083.46'	R = 3400.00'	R = 1145.92'
PC STA 73+20.00	PC STA 91+55.51	PC STA 107+84.29	PC STA 131+81.60	PC STA 157+08.37	PC STA 18+86.00
PT STA 81+53.46	PT STA 99+91.00	PT STA 127+84.19	PT STA 146+30.20	PT STA 195+26.08	PT STA 28+42.74

GRID AND GROUND COORDINATE TABLE

STATE PLANE VALUE

LABEL	NORTHING	EASTING
101	1610592.4815	582200.1574
103	1607553.1546	582211.5483
108	1605287.5866	579564.9453
136	1610639.4095	587508.9383
139	1608013.2886	587516.1186
164	1613265.7170	584861.3916
1201	1610616.0160	584862.5787
40100	1605277.1523	576937.6132

LOCAL ROTATED VALUE

LABEL	NORTHING	EASTING
101	52660.9287	552801.9431
103	50023.4504	552812.2383
108	47358.8494	52639.3662
136	52701.6277	605901.0568
139	50075.3610	605941.1549
164	55331.1803	57945.4543
1201	52681.3397	57943.5250
40100	47351.5237	500128.365

THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING A BASELINE, LOCATING EXISTING MONUMENTATION AND PLACING ADDITIONAL MONUMENTS WHERE REQUIRED, AND DATA TO BE USED IN THE PREPARATION OF RIGHT OF WAY MAPS.

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DRAWING, CONSISTING OF SHEETS 1 THRU 34 IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED IN DECEMBER, 2001. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE FLORIDA MINIMUM TECHNICAL STANDARDS FOR CONTROL SURVEYS AS SET FORTH IN CHAPTER 61G17-6 BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LOCHMANE ENGINEERING, INC.
LB PA 8836

MICHAEL J. CAVALIERE, P.S.M. No. 3701 DATE

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.-

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP AND CONTROL SURVEY

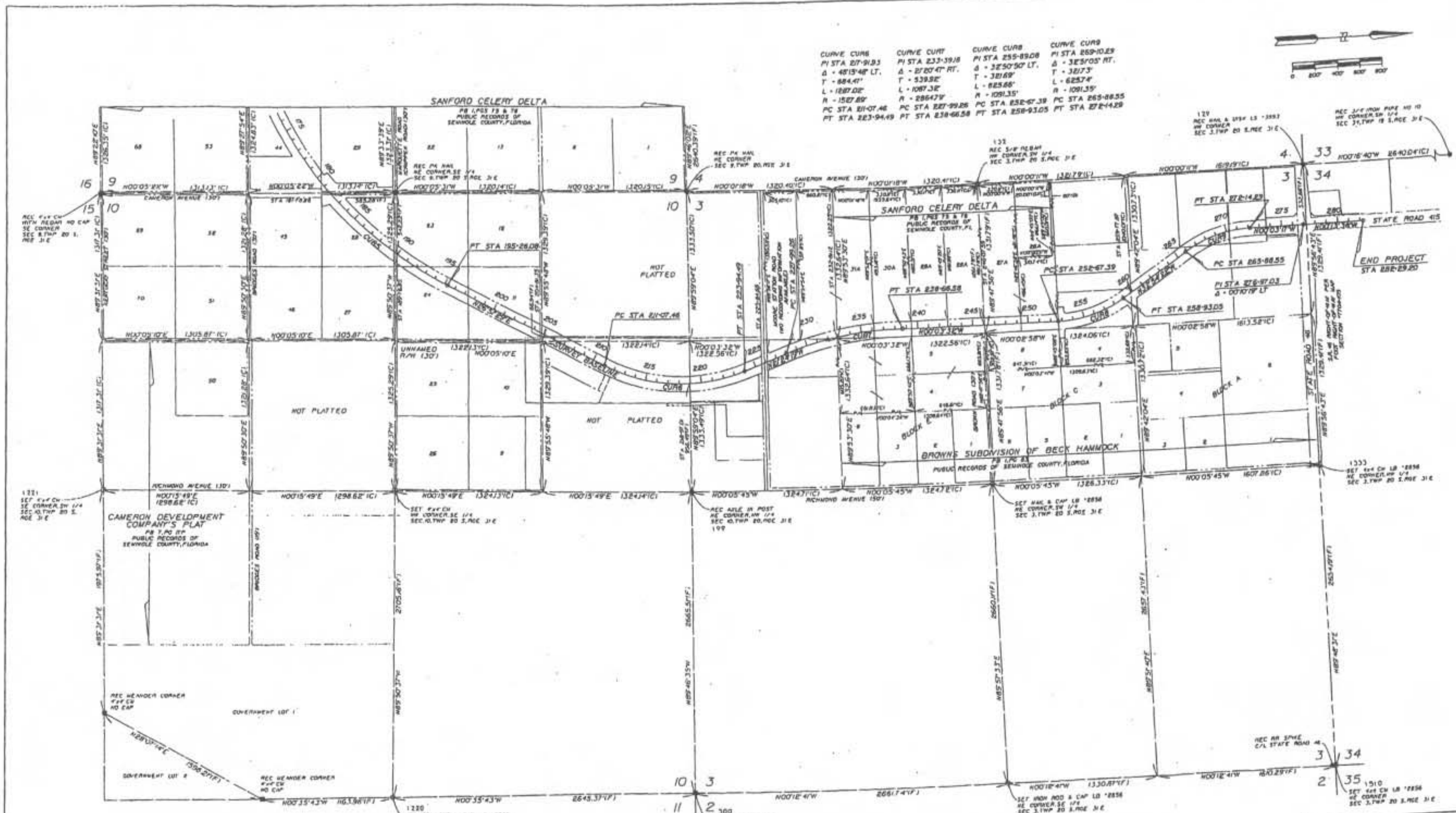
EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

	BY	DATE
CALC'D	S. DAVIS	09/01
CADD	K. EMMIS	09/01
CHECKED	CAVALIERE	03/02

LOCHMANE ENGINEERING, INC. — SURVEYING & MAPPING

SCALE 1" = 100'

COUNTY PROJECT No. PS-0137 — SHEET 2 OF 34



GRID AND GROUND COORDINATE TABLE

STATE PLANE VALUE		
LABEL	NORTHING	EASTING
129	[illegible]	[illegible]
132	[illegible]	[illegible]
199	[illegible]	[illegible]
297	[illegible]	[illegible]
300	[illegible]	[illegible]
1220	[illegible]	[illegible]
1221	[illegible]	[illegible]
1333	[illegible]	[illegible]
1510	[illegible]	[illegible]

LOCAL ROTATED VALUE		
LABEL	NORTHING	EASTING
129	[illegible]	[illegible]
132	[illegible]	[illegible]
199	[illegible]	[illegible]
297	[illegible]	[illegible]
300	[illegible]	[illegible]
1220	[illegible]	[illegible]
1221	[illegible]	[illegible]
1333	[illegible]	[illegible]
1510	[illegible]	[illegible]

GRID AND GROUND COORDINATE TABLE FOR EAST LAKE MARY BLVD.

	LOCAL COORDS		STATE PLANE COORDS	
STATION	NORTHING	EASTING	NORTHING	EASTING
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

GRID AND GROUND COORDINATE TABLE FOR EAST LAKE MARY BLVD.

	LOCAL COORDS		STATE PLANE COORDS	
STATION	NORTHING	EASTING	NORTHING	EASTING
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
END 282-29.20	[illegible]	[illegible]	[illegible]	[illegible]

GRID AND GROUND COORDINATE TABLE AIRPORT ENTRANCE ROAD

	LOCAL COORDS		STATE PLANE COORDS	
STATION	NORTHING	EASTING	NORTHING	EASTING
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

TOWNSHIP 20 SOUTH, RANGE 31 EAST

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP AND CONTROL SURVEY

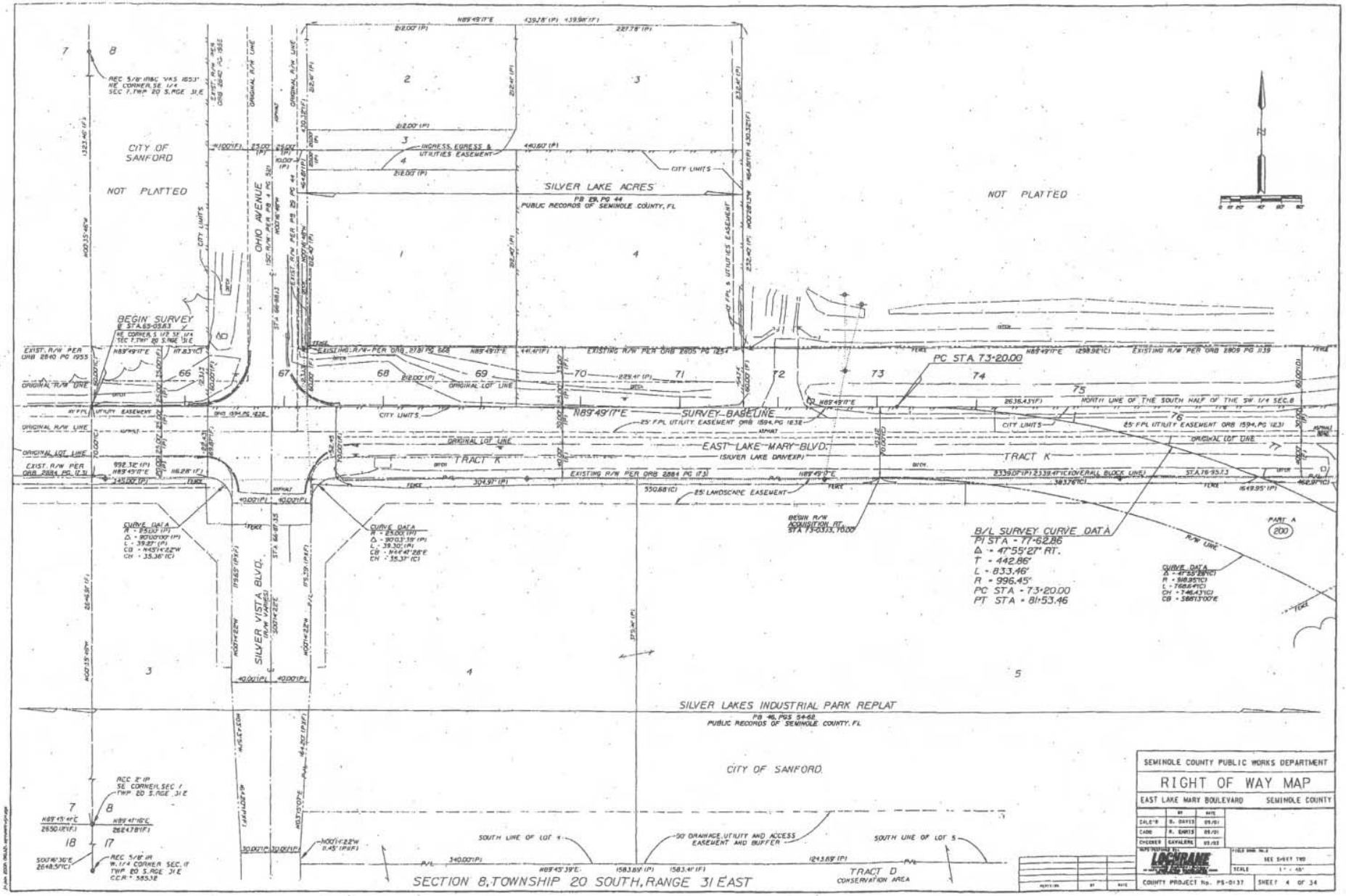
EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

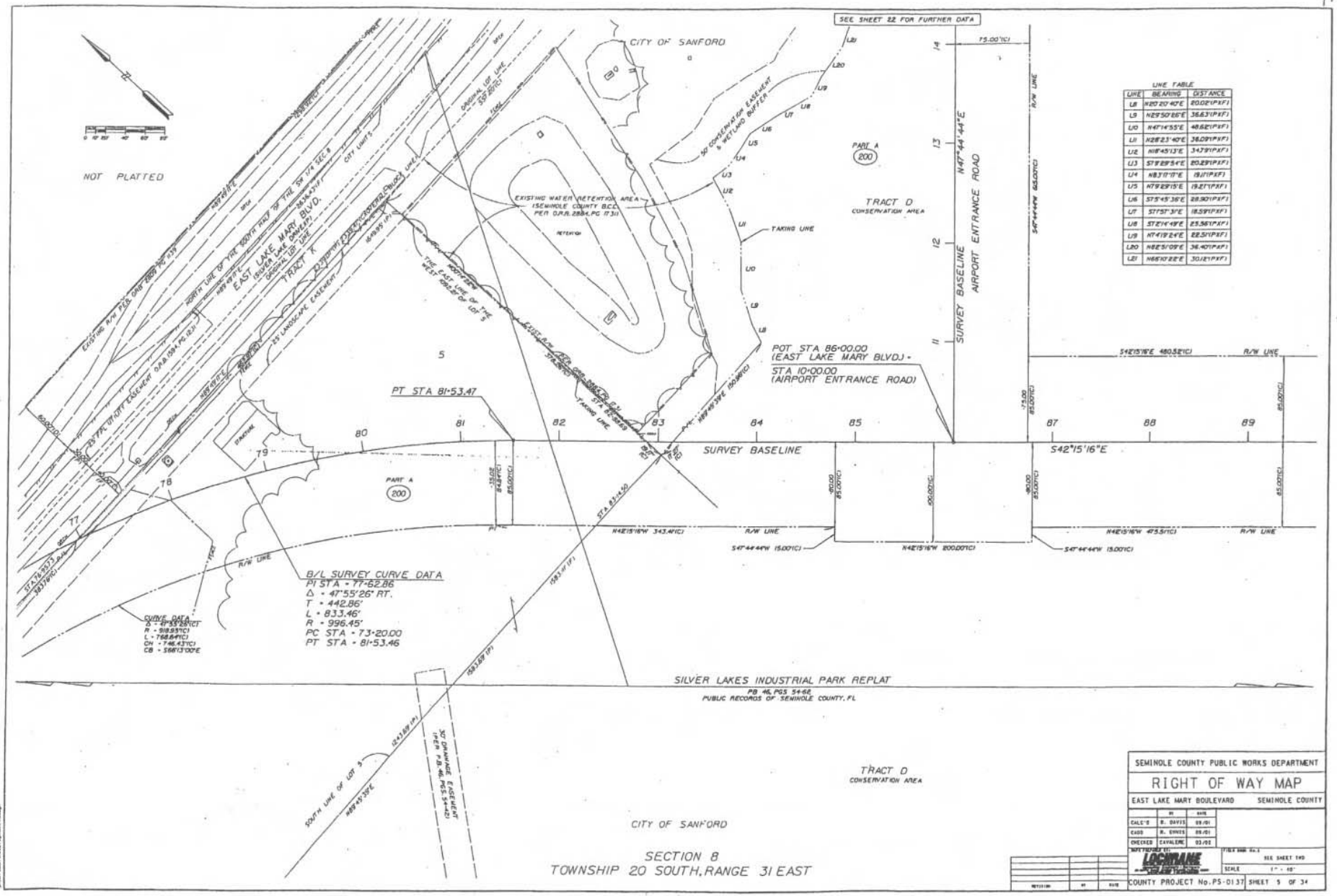
	BY	DATE
CALC'D	D. DAVIS	05/01
CADD	R. EMMITS	09/01
CHECKED	CAVALIERE	03/02

FIELD BOOK No.: SEE SHEET TWO

SCALE 1" = 400'

COUNTY PROJECT No. PS-0137 — SHEET 3 OF 34


CITY OF SANFORD
NOT PLATTED
OHIO AVENUE
SILVER LAKE ACRES
PB 28, PG 44
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
INGRESS, EGRESS & UTILITIES EASEMENT
CITY LIMITS
NOT PLATTED
BEGIN SURVEY
PC STA 73+20.00
SURVEY-BASELINE
EAST LAKE MARY BLVD.
(SILVER LAKE DRIVE)
TRACT K
25' FPL UTILITY EASEMENT ORB 1594, PG 1831
25' LANDSCAPE EASEMENT
NORTH LINE OF THE SOUTH HALF OF THE SW 1/4 SEC. 8
SILVER VISTA BLVD.
SILVER LAKES INDUSTRIAL PARK REPLAT
PB 46, PGS 54-62
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
CITY OF SANFORD
SOUTH LINE OF LOT 4
50' DRAINAGE, UTILITY AND ACCESS EASEMENT AND BUFFER
SOUTH LINE OF LOT 5
TRACT D
CONSERVATION AREA
SECTION 8, TOWNSHIP 20 SOUTH, RANGE 31 EAST
B/L SURVEY CURVE DATA
PI STA = 77+62.86
Δ = 47°55'27" RT.
T = 442.86'
L = 833.46'
R = 996.45'
PC STA = 73+20.00
PT STA = 81+53.46
BEGIN R/W ACQUISITION PT STA 73+03.33, 10.00'
PART A
200
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
COUNTY PROJECT No. PS-0137
SHEET 4 OF 34



LINE TABLE

LINE	BEARING	DISTANCE
L8	N20°20'40"E	20.02'(P&F)
L9	N29°50'06"E	36.83'(P&F)
L10	N41°14'55"E	48.62'(P&F)
L11	N28°23'40"E	38.09'(P&F)
L12	N18°45'13"E	34.79'(P&F)
L13	S7°28'54"E	20.29'(P&F)
L14	N83°17'17"E	(9.11'(P&F)
L15	N7°29'15"E	19.27'(P&F)
L16	S7°54'39"E	28.90'(P&F)
L17	S7°57'39"E	18.59'(P&F)
L18	S7°27'49"E	23.56'(P&F)
L19	N7°41'27"E	22.51'(P&F)
L20	N82°51'09"E	36.40'(P&F)
L21	N66°10'22"E	30.12'(P&F)

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

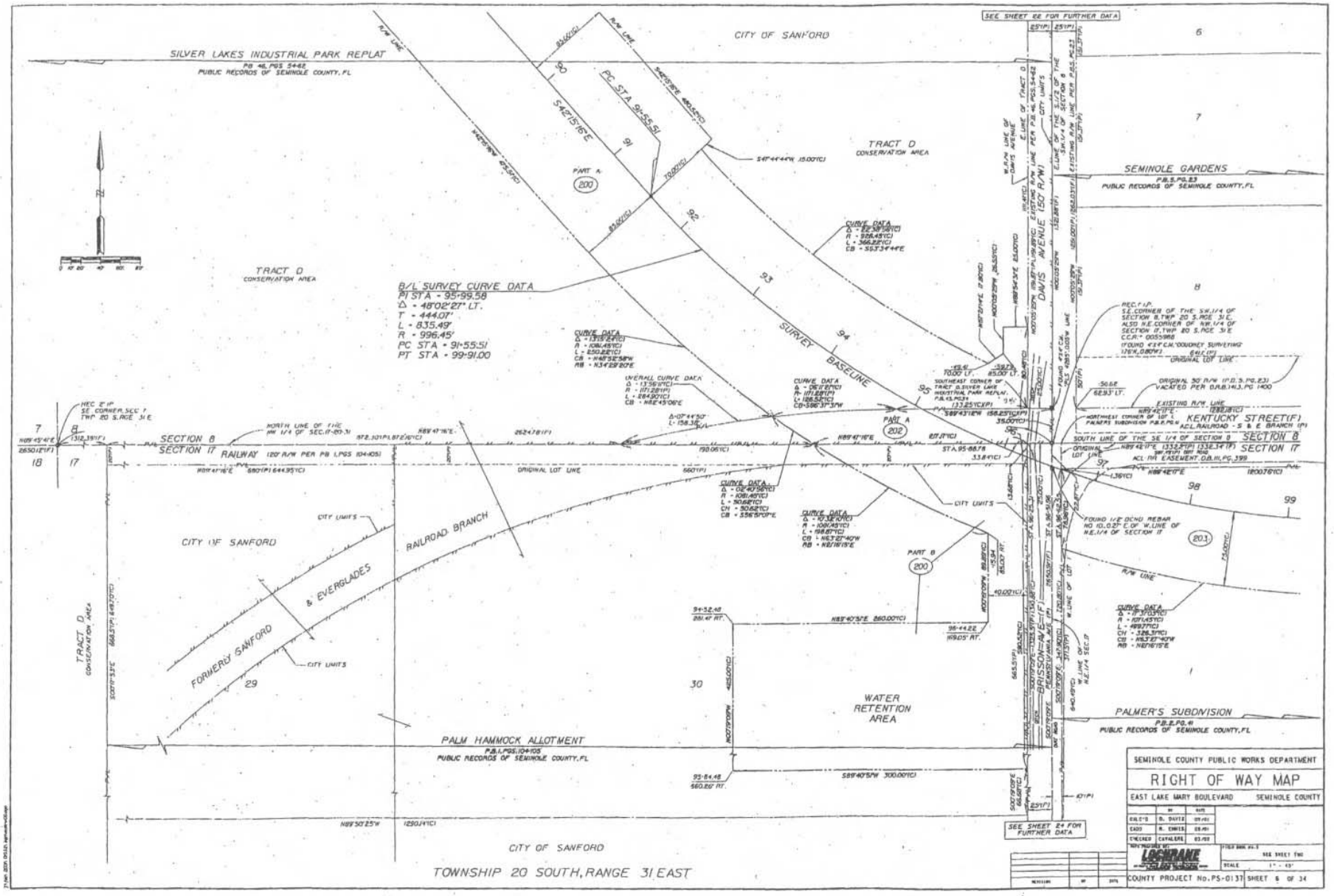
	BY	DATE
CALC'D	R. DAVIS	03/01
CADD	R. DAVIS	03/01
CHECKED	CAVALIERE	03/02

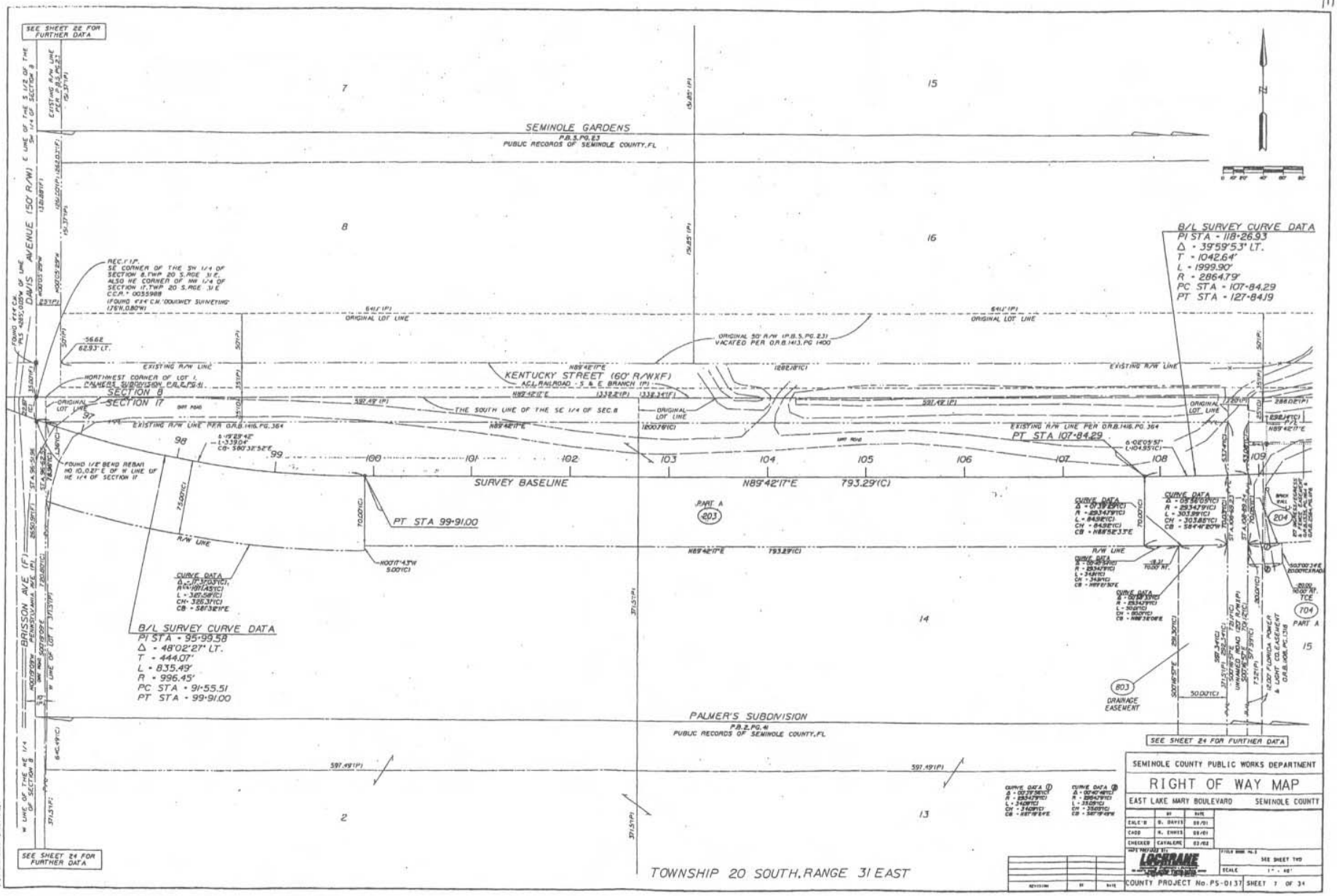
PREPARED BY: LOCHRANE ENGINEERING, INC.

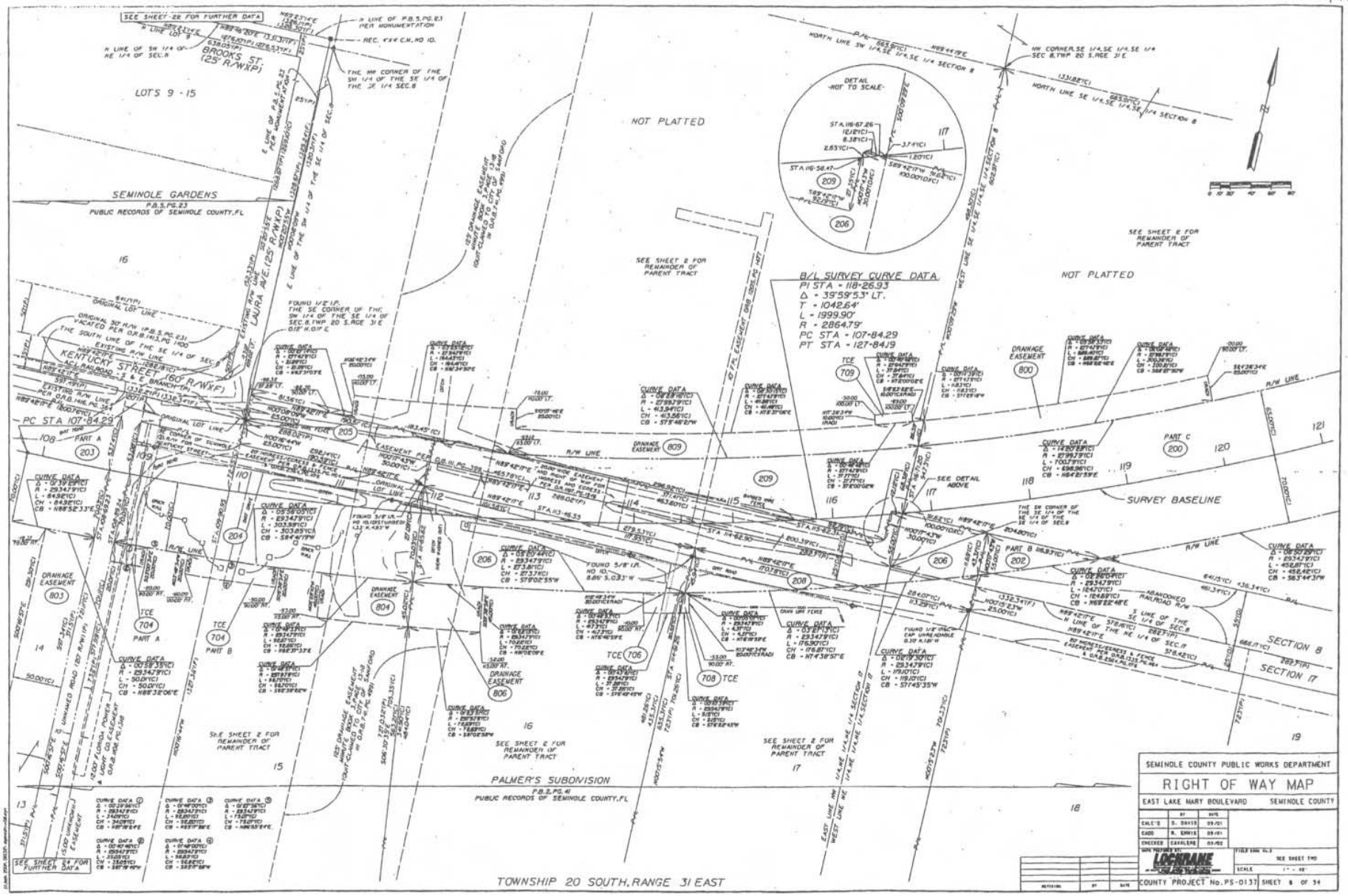
TIER 2 SHEET No. 1 — SEE SHEET TWO

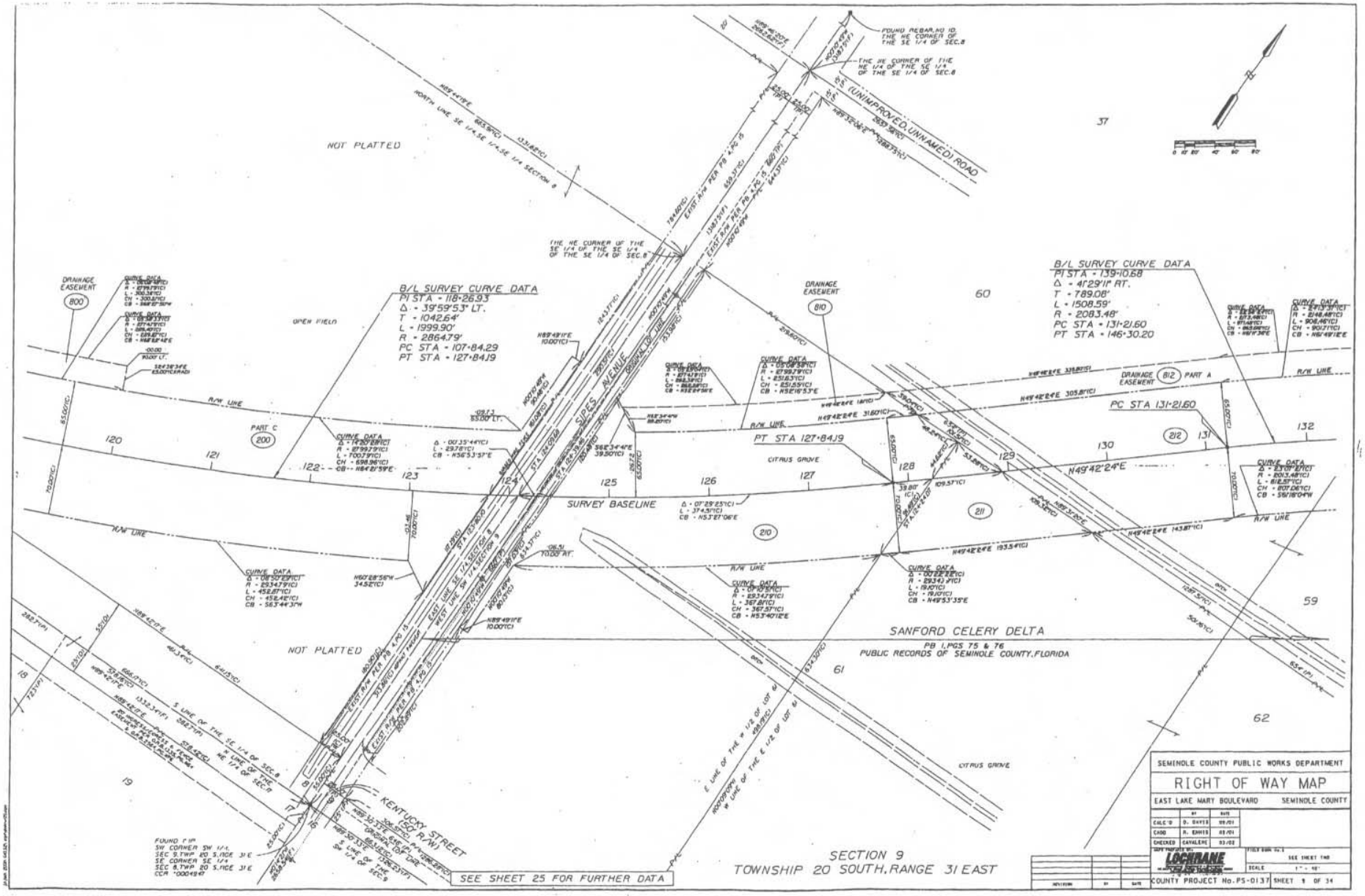
SCALE 1" = 40'

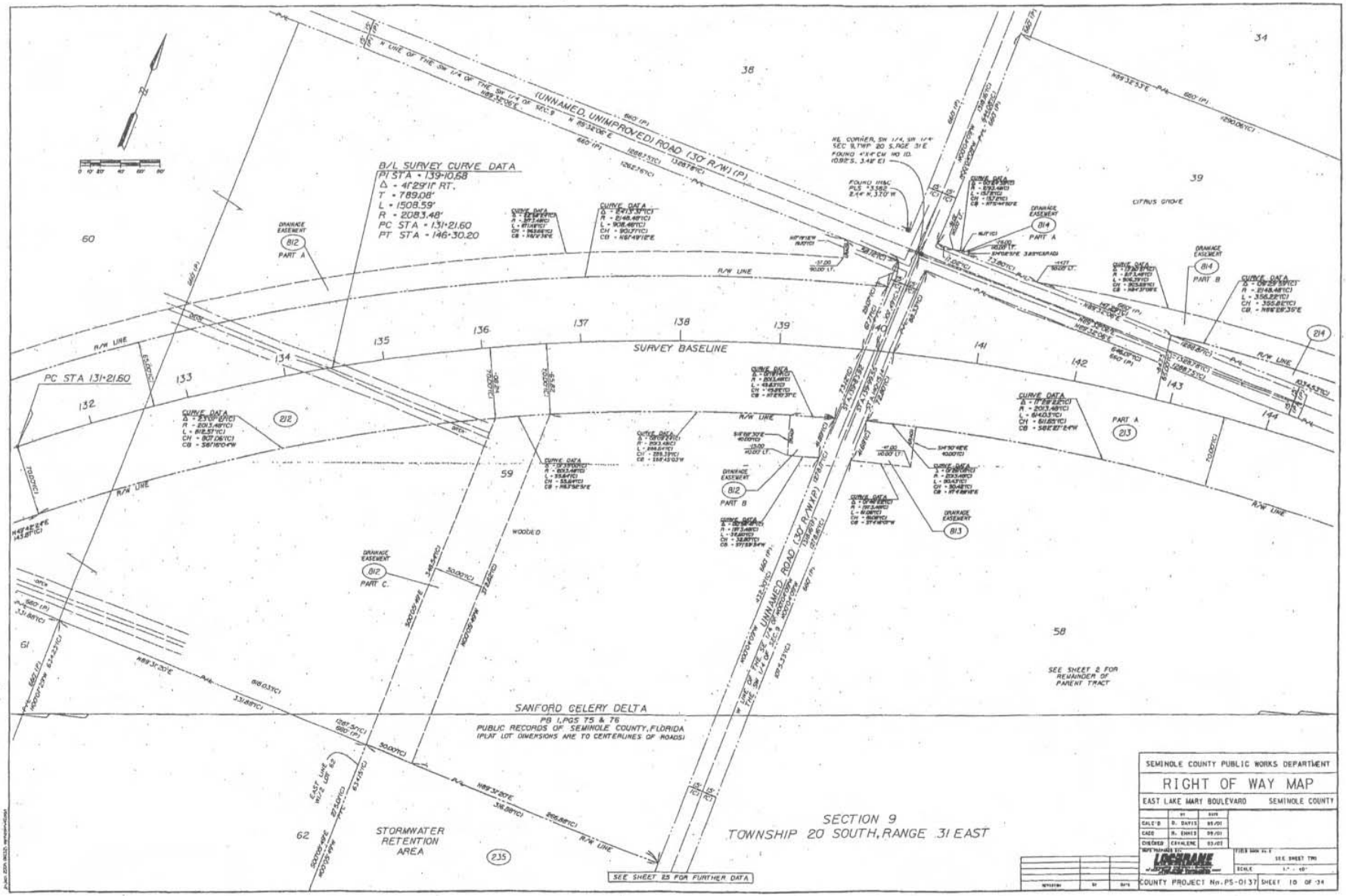
COUNTY PROJECT No. PS-0137 — SHEET 5 OF 34

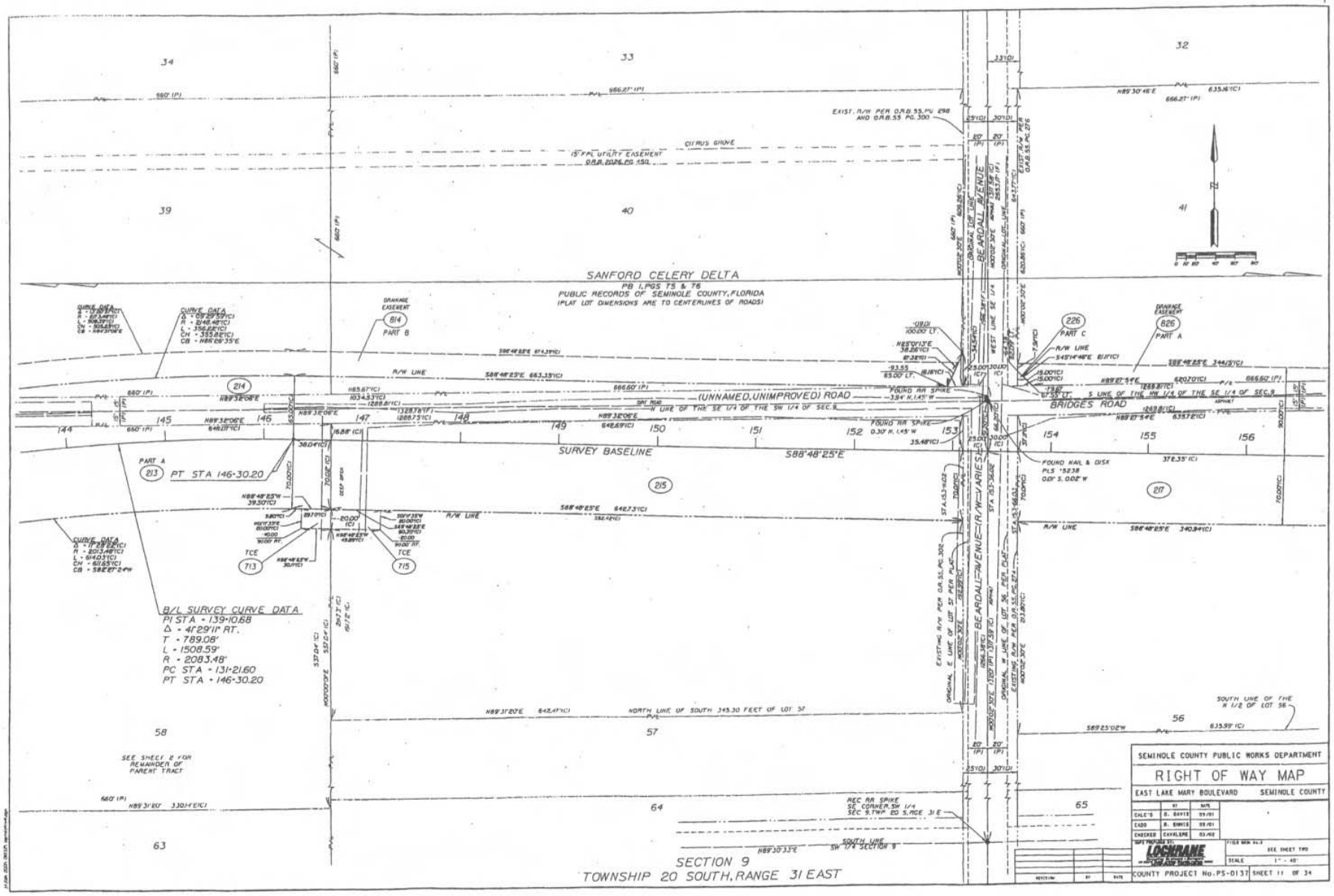

SEE SHEET 22 FOR FURTHER DATA
CITY OF SANFORD
SILVER LAKES INDUSTRIAL PARK REPLAT
PB 46, PGS 54-62
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
TRACT D
CONSERVATION AREA
B/L SURVEY CURVE DATA
PI STA - 95+99.58
Δ - 48°02'27" LT.
T - 444.07'
L - 835.49'
R - 996.45'
PC STA - 91+55.51
PT STA - 99+91.00
SURVEY BASELINE
PC STA 91+55.51
S42°15'16"E
PART A
200
202
PART B
203
SEMINOLE GARDENS
P.B.5, PG.23
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
DAVIS AVENUE (50' R/W)
KENTUCKY STREET(F)
ACL RAILROAD - S & E BRANCH (P)
SECTION 8
SECTION 17 RAILWAY (120' R/W PER PB 1, PGS 104-105)
SOUTH LINE OF THE SE 1/4 OF SECTION 8
ORIGINAL LOT LINE
CITY UNITS
RAILROAD BRANCH
FORMERLY SANFORD & EVERGLADES
WATER RETENTION AREA
PALM HAMMOCK ALLOTMENT
P.B.1, PGS.104-105
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
PALMER'S SUBDIVISION
P.B.2, PG.41
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
BRISSON AVE.(F)
PENNSYLVANIA AVE. (P)
SEE SHEET 24 FOR FURTHER DATA
CITY OF SANFORD
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
SEE SHEET TWO
1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 6 OF 34


SEE SHEET 22 FOR FURTHER DATA
SEMINOLE GARDENS
P.B.5, PG.23
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
DAVIS AVENUE (50' R/W)
BRISSON AVE (F)
KENTUCKY STREET (60' R/WXF)
ACL RAILROAD - S & E BRANCH (P)
SECTION 17
SECTION 8
THE SOUTH LINE OF THE SE 1/4 OF SEC.8
SURVEY BASELINE
N89°42'17"E 793.29'(C)
PT STA 99+91.00
PT STA 107+84.29
B/L SURVEY CURVE DATA
PI STA = 118+26.93
Δ = 39°59'53" LT.
T = 1042.64'
L = 1999.90'
R = 2864.79'
PC STA = 107+84.29
PT STA = 127+84.19
B/L SURVEY CURVE DATA
PI STA = 95+99.58
Δ = 48°02'27" LT.
T = 444.07'
L = 835.49'
R = 996.45'
PC STA = 91+55.51
PT STA = 99+91.00
PALMER'S SUBDIVISION
P.B.2, PG.41
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
DRAINAGE EASEMENT
SEE SHEET 24 FOR FURTHER DATA
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
COUNTY PROJECT No. PS-0137
SHEET 7 OF 34


SEE SHEET 2E FOR FURTHER DATA
BROOKS ST. (25' R/W)(P)
LOT'S 9 - 15
SEMINOLE GARDENS
P.B.5, PG.23
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
NOT PLATTED
SEE SHEET 2 FOR REMAINDER OF PARENT TRACT
B/L SURVEY CURVE DATA
PI STA - 118+26.93
Δ - 39°59'53" LT.
T - 1042.64'
L - 1999.90'
R - 2864.79'
PC STA - 107+84.29
PT STA - 127+84.19
KENTUCKY STREET (60' R/W)(F)
PC STA 107+84.29
SURVEY BASELINE
PALMER'S SUBDIVISION
P.B.2, PG.41
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SECTION 8
SECTION 17
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
COUNTY PROJECT No. PS-0137 SHEET 8 OF 34


NOT PLATTED
NORTH LINE SE 1/4, SE 1/4 SECTION 8
FOUND REBAR, NO ID. THE NE CORNER OF THE SE 1/4 OF SEC.8
THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SEC.8
25.5' (UNIMPROVED, UNNAMED) ROAD
THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SEC.8
B/L SURVEY CURVE DATA
PI STA = 118+26.93
Δ = 39°59'53" LT.
T = 1042.64'
L = 1999.90'
R = 2864.79'
PC STA = 107+84.29
PT STA = 127+84.19
B/L SURVEY CURVE DATA
PI STA = 139+10.68
Δ = 41°29'11" RT.
T = 789.08'
L = 1508.59'
R = 2083.48'
PC STA = 131+21.60
PT STA = 146+30.20
DRAINAGE EASEMENT
800
810
812 PART A
200 PART C
210
211
212
OPEN FIELD
CITRUS GROVE
SUPES AVENUE
SURVEY BASELINE
PT STA 127+84.19
PC STA 131+21.60
N49°42'24"E
R/W LINE
SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
KENTUCKY STREET (50' R/W)
FOUND 1" IP SW CORNER SW 1/4, SEC 9, TWP 20 S, RGE 31 E
SE CORNER SE 1/4 SEC 8, TWP 20 S, RGE 31 E
SECTION 9
TOWNHIP 20 SOUTH, RANGE 31 EAST
SEE SHEET 25 FOR FURTHER DATA
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
COUNTY PROJECT No. PS-0137
SHEET 9 OF 34


B/L SURVEY CURVE DATA
PT STA = 139+10.68
Δ = 41°29'11" RT.
T = 789.08'
L = 1508.59'
R = 2083.48'
PC STA = 131+21.60
PT STA = 146+30.20
PC STA 131+21.60
SURVEY BASELINE
R/W LINE
(UNNAMED, UNIMPROVED) ROAD (30' R/W) (P)
(UNNAMED) ROAD (30' R/W) (P)
DRAINAGE EASEMENT
PART A
PART B
PART C
CITRUS GROVE
WOODED
SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROADS)
STORMWATER RETENTION AREA
SEE SHEET 2 FOR REMAINDER OF PARENT TRACT
SEE SHEET 25 FOR FURTHER DATA
SECTION 9
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
COUNTY PROJECT No. PS-0137
SHEET 10 OF 34


SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROADS)
(UNNAMED, UNIMPROVED) ROAD
BRIDGES ROAD
BEARDALL AVENUE
SURVEY BASELINE
S88°48'25"E
PT STA 146+30.20
B/L SURVEY CURVE DATA
PI STA = 139+10.68
Δ = 41°29'11" RT.
T = 789.08'
L = 1508.59'
R = 2083.48'
PC STA = 131+21.60
PT STA = 146+30.20
SEE SHEET 2 FOR REMAINDER OF PARENT TRACT
NORTH LINE OF SOUTH 345.30 FEET OF LOT 57
SOUTH LINE OF THE N 1/2 OF LOT 56
SECTION 9
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
COUNTY PROJECT No. PS-0137
SHEET 11 OF 34

MARQUETTE ROAD (F)
CRIPPER ROAD (P)
UNNAMED ROAD (F)
BRIDGES ROAD (30' R/W XP)
UNNAMED UNIMPROVED (30' R/W XP)
SURVEY BASELINE
PC STA 157+08.37
S88°48'25"E
ABANDONED RAILROAD R/W
SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROAD)
SEE SHEET 2 FOR REMAINDER OF PARENT TRACT
SEE SHEET 13 FOR DRAINAGE DATA
DETAIL NOT TO SCALE

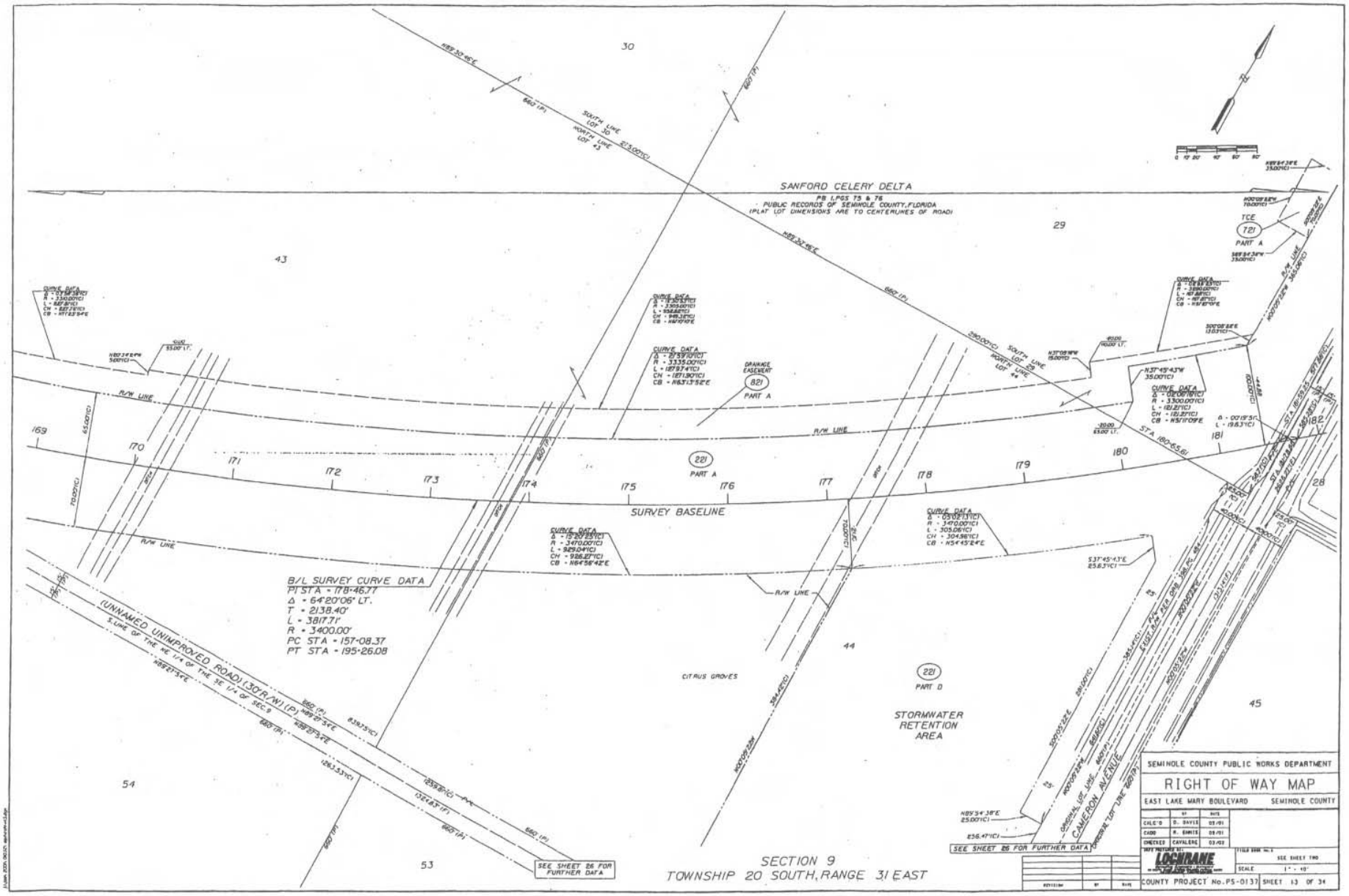
B/L SURVEY CURVE DATA
PI STA = 178+46.77
Δ = 64°20'06" LT.
T = 2138.40'
L = 3817.71'
R = 3400.00'
PC STA = 157+08.37
PT STA = 195+26.08

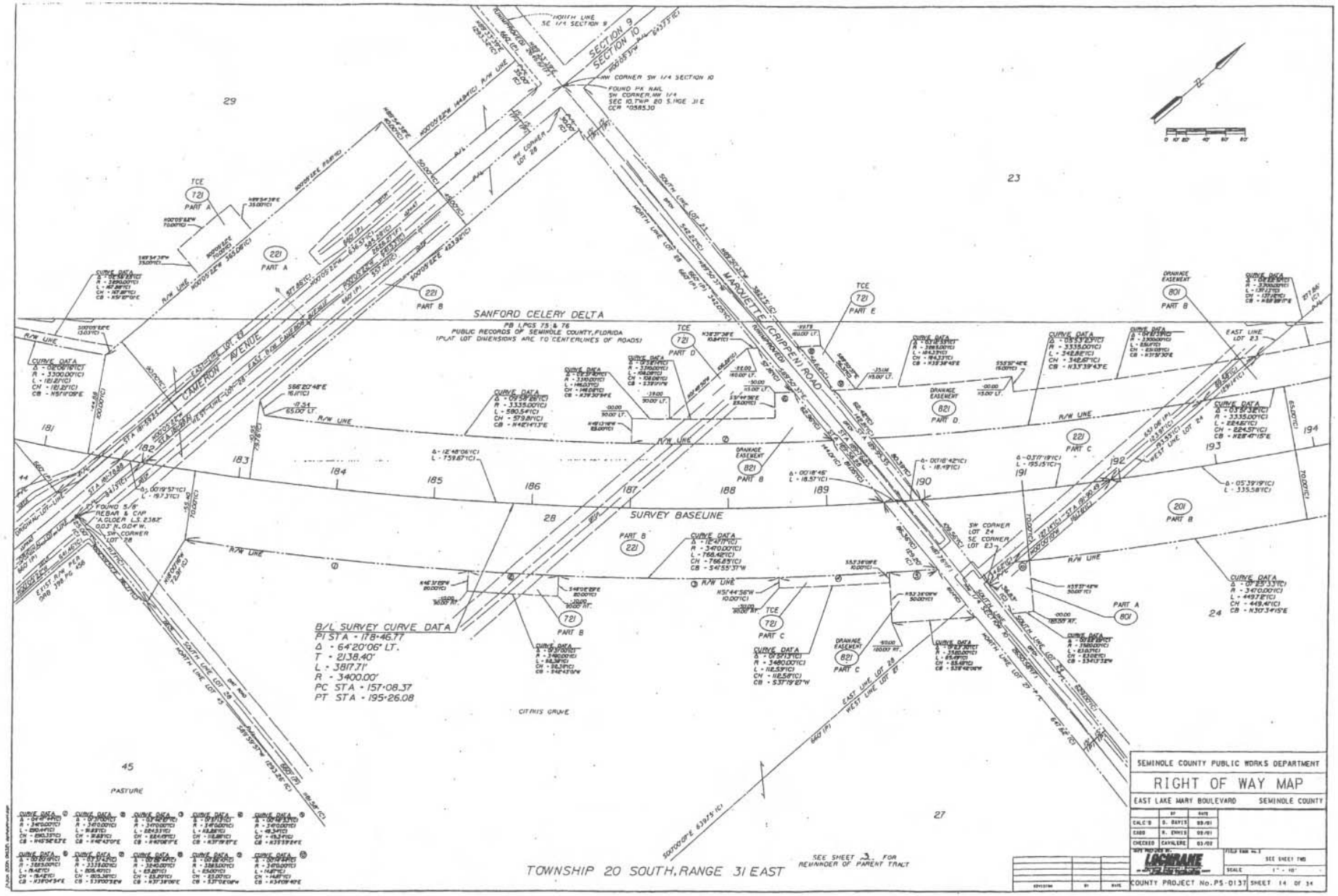
SECTION 9
TOWNSHIP 20 SOUTH, RANGE 31 EAST

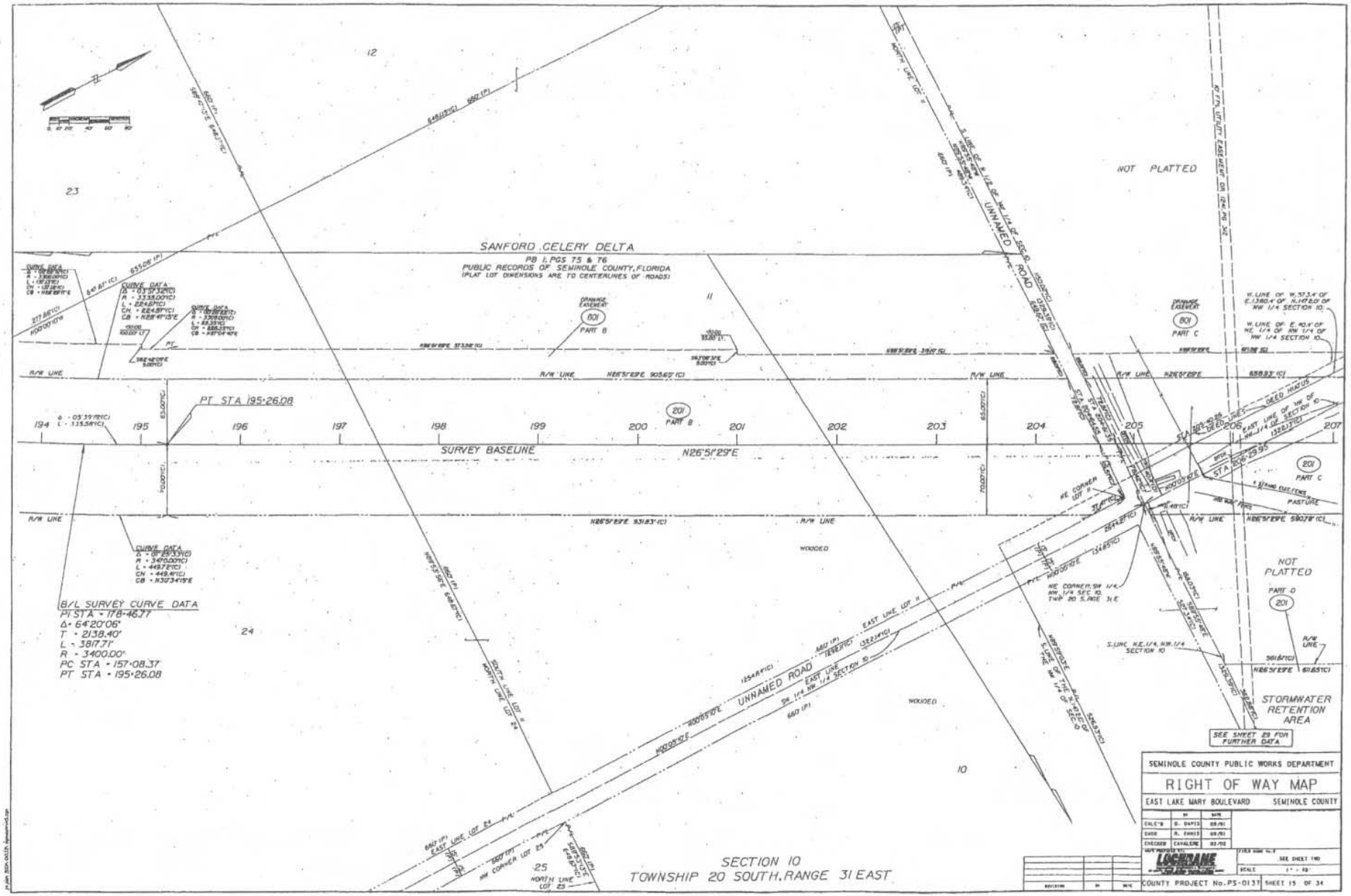
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

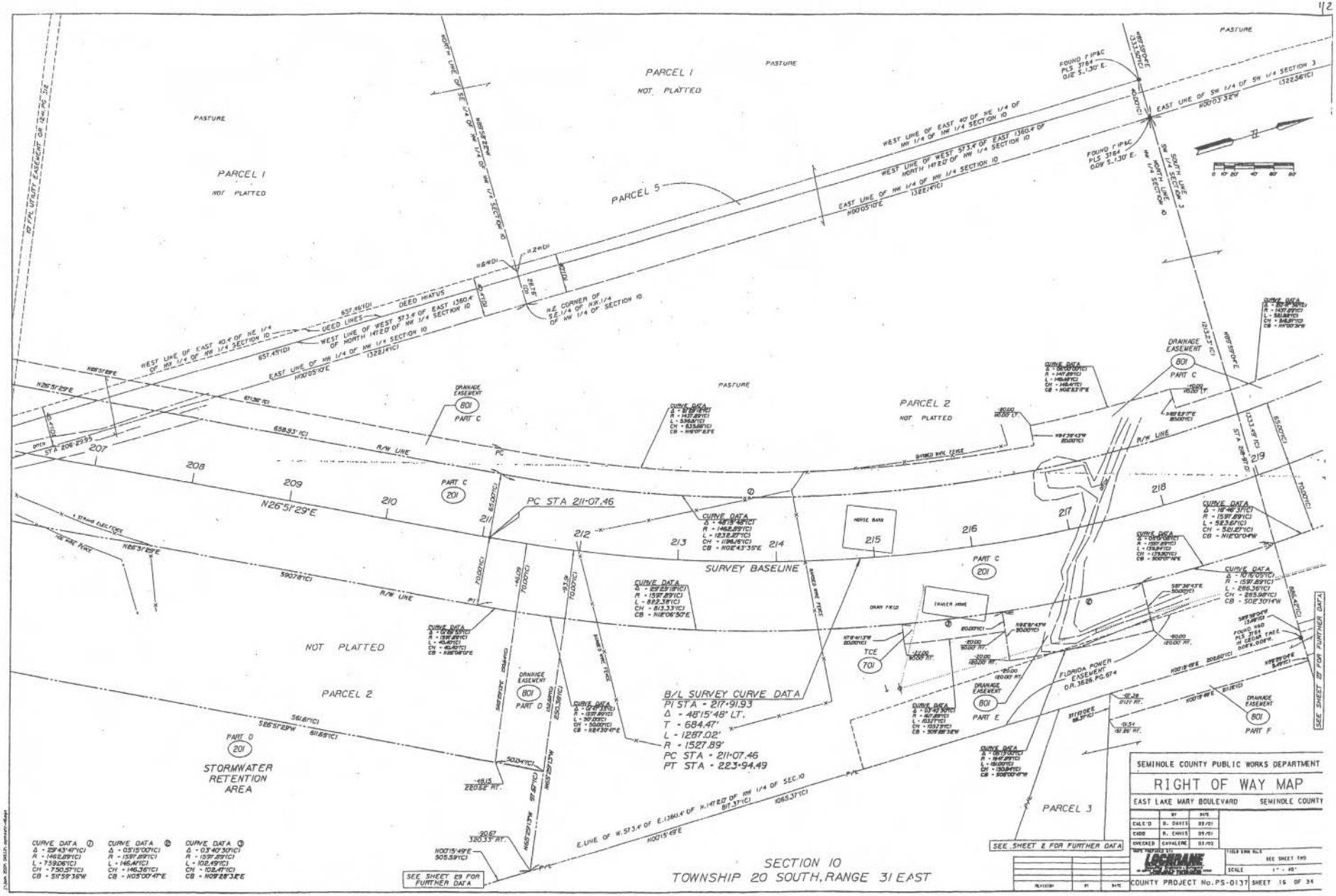
	BY	DATE
CALC'D	D. DAVIS	09/01
DWG	R. SMILEY	09/01
CHECKED	CAVALERE	09/01

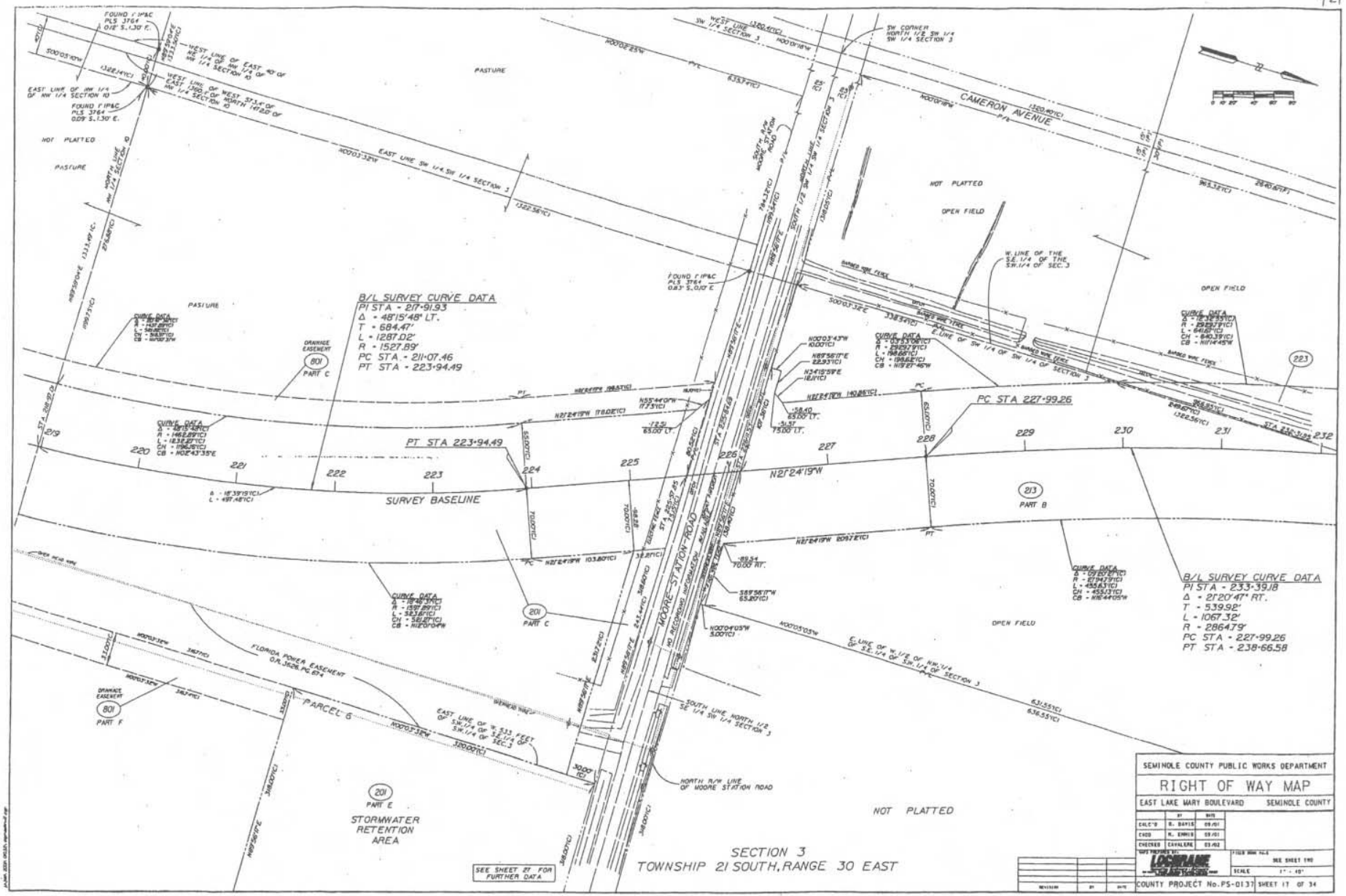
LOCHRANE
ENGINEERING, INC.
SEE SHEET 1 FOR TITLE BLOCK No. 2
SCALE 1" = 40'
COUNTY PROJECT No. PS-0137 SHEET 12 OF 34

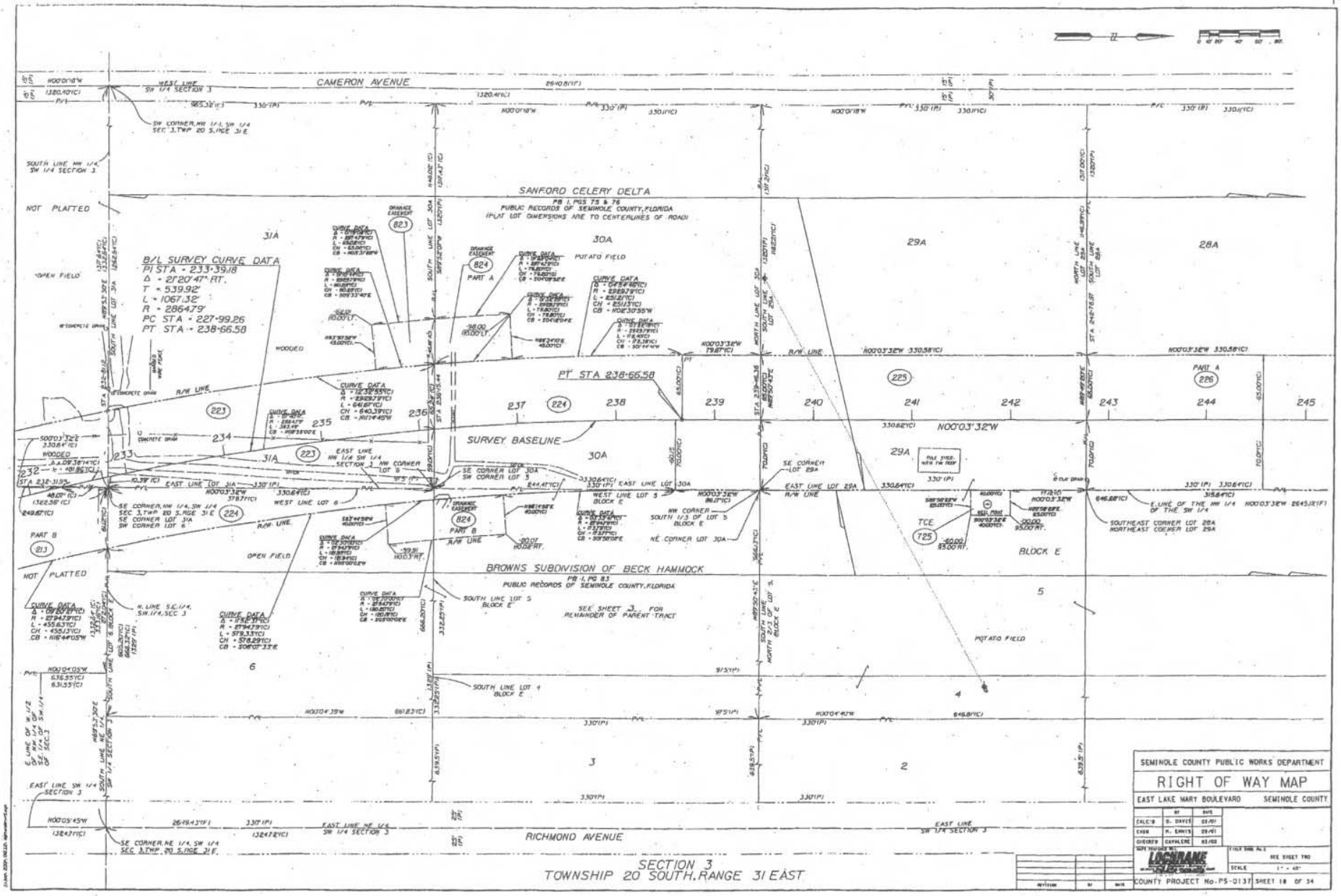

SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROAD)
SURVEY BASELINE
R/W LINE
B/L SURVEY CURVE DATA
PI STA = 178+46.77
Δ = 64°20'06" LT.
T = 2138.40'
L = 3817.71'
R = 3400.00'
PC STA = 157+08.37
PT STA = 195+26.08
(UNNAMED UNIMPROVED ROAD) (30' R/W) (P)
E. LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 9
CITRUS GROVES
STORMWATER RETENTION AREA
CAMERON AVENUE
DRAINAGE EASEMENT
821 PART A
221 PART A
221 PART D
721 PART A
TCE
SEE SHEET 26 FOR FURTHER DATA
SECTION 9
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
SCALE 1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 13 OF 34

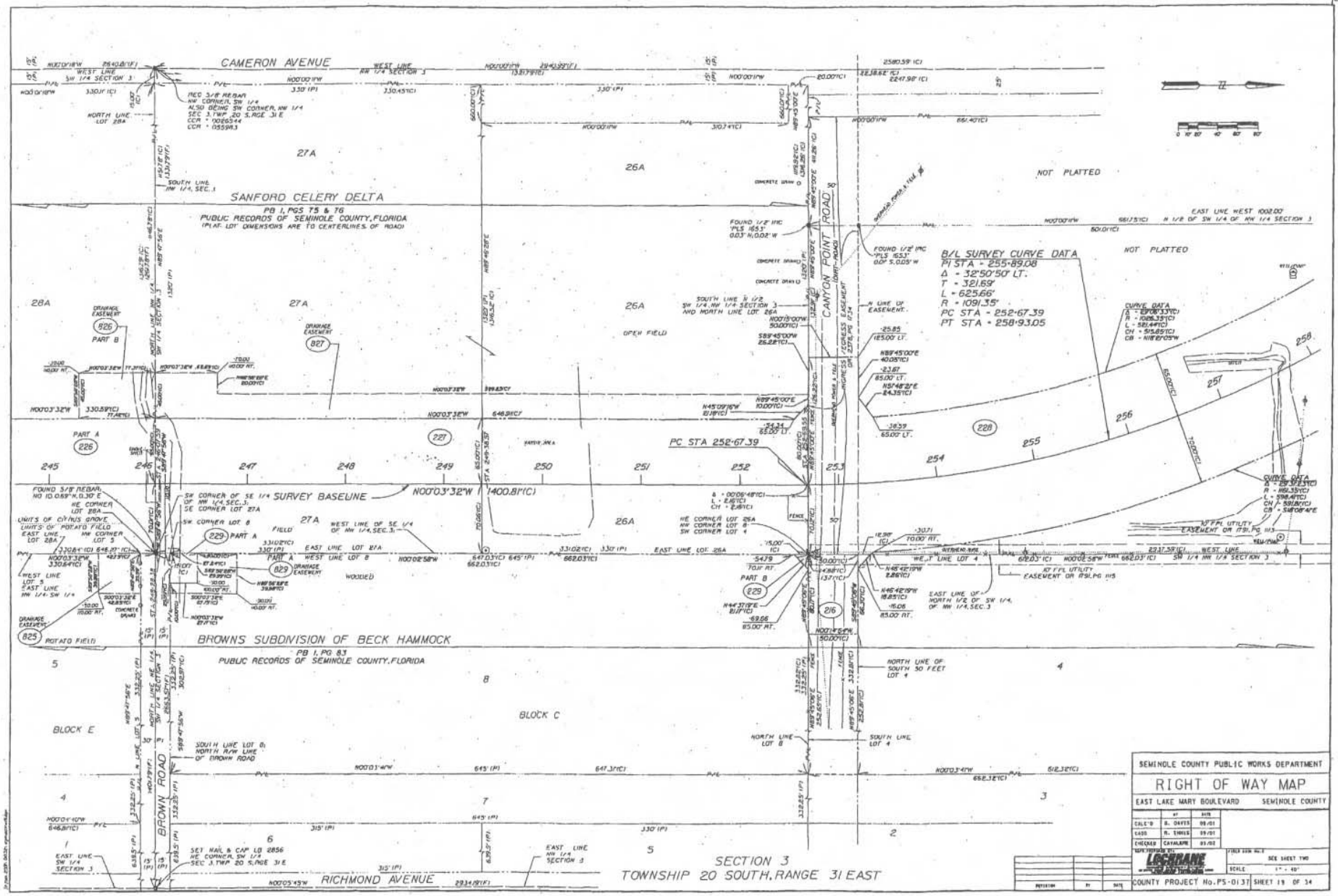

SANFORD CELERY DELTA
PB 1, PGS. 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROADS)
CAMERON AVENUE
MARQUETTE (CRIPPEN) ROAD
SURVEY BASELINE
B/L SURVEY CURVE DATA
PI STA = 178+46.77
Δ = 64°20'06" LT.
T = 2138.40'
L = 3817.71'
R = 3400.00'
PC STA = 157+08.37
PT STA = 195+26.08
CITRUS GROVE
PASTURE
SECTION 9
SECTION 10
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEE SHEET 3 FOR REMAINDER OF PARENT TRACT
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
COUNTY PROJECT No. PS-0137
SHEET 14 OF 34

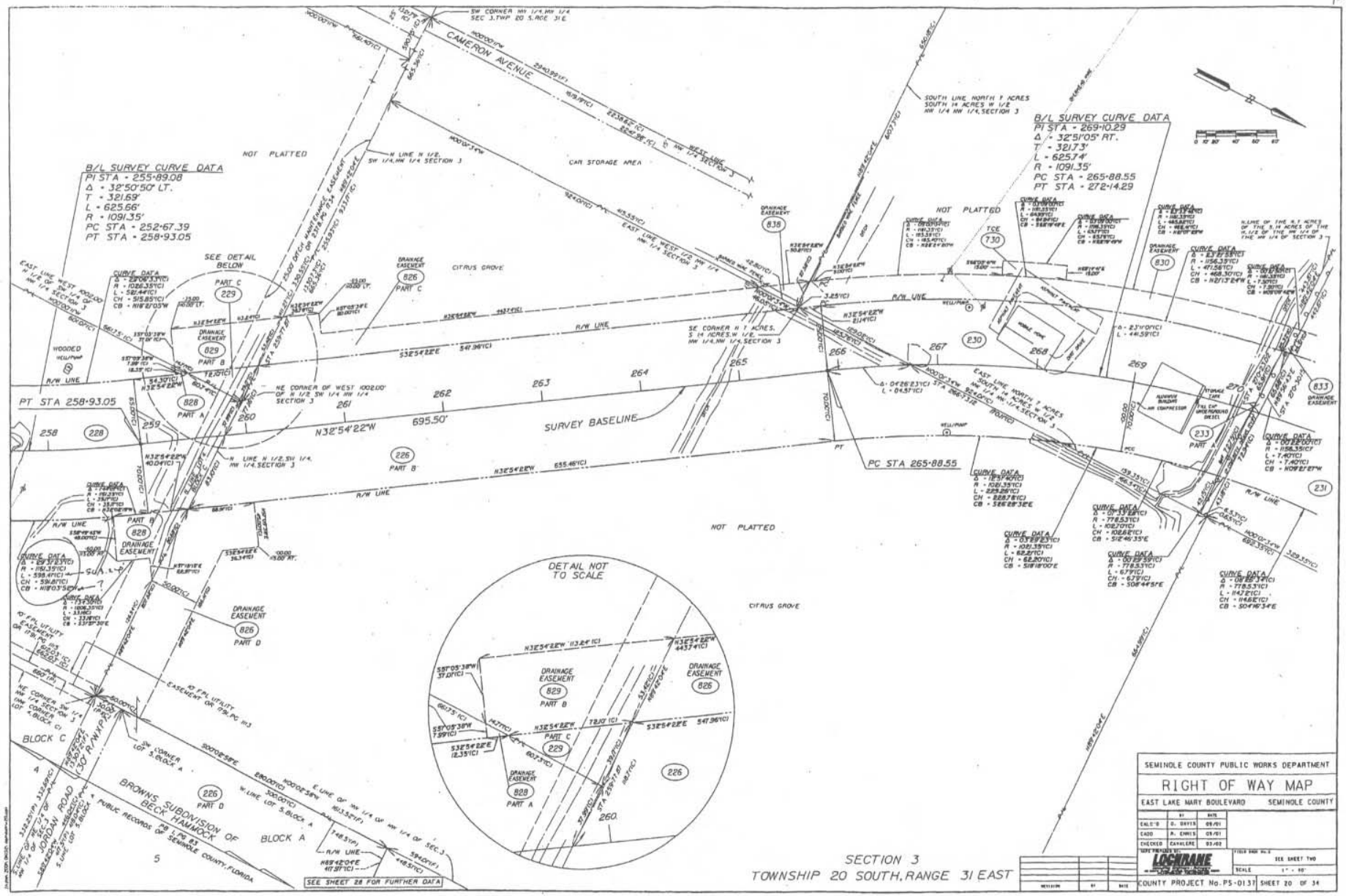

SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROADS)
NOT PLATTED
UNNAMED ROAD
SURVEY BASELINE
N26°51'29"E
PT STA 195+26.08
B/L SURVEY CURVE DATA
PI STA = 178+46.77
Δ = 64°20'06"
T = 2138.40'
L = 3817.71'
R = 3400.00'
PC STA = 157+08.37
PT STA = 195+26.08
STORMWATER RETENTION AREA
SEE SHEET 29 FOR FURTHER DATA
SECTION 10
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
COUNTY PROJECT No. PS-0131
SHEET 15 OF 34

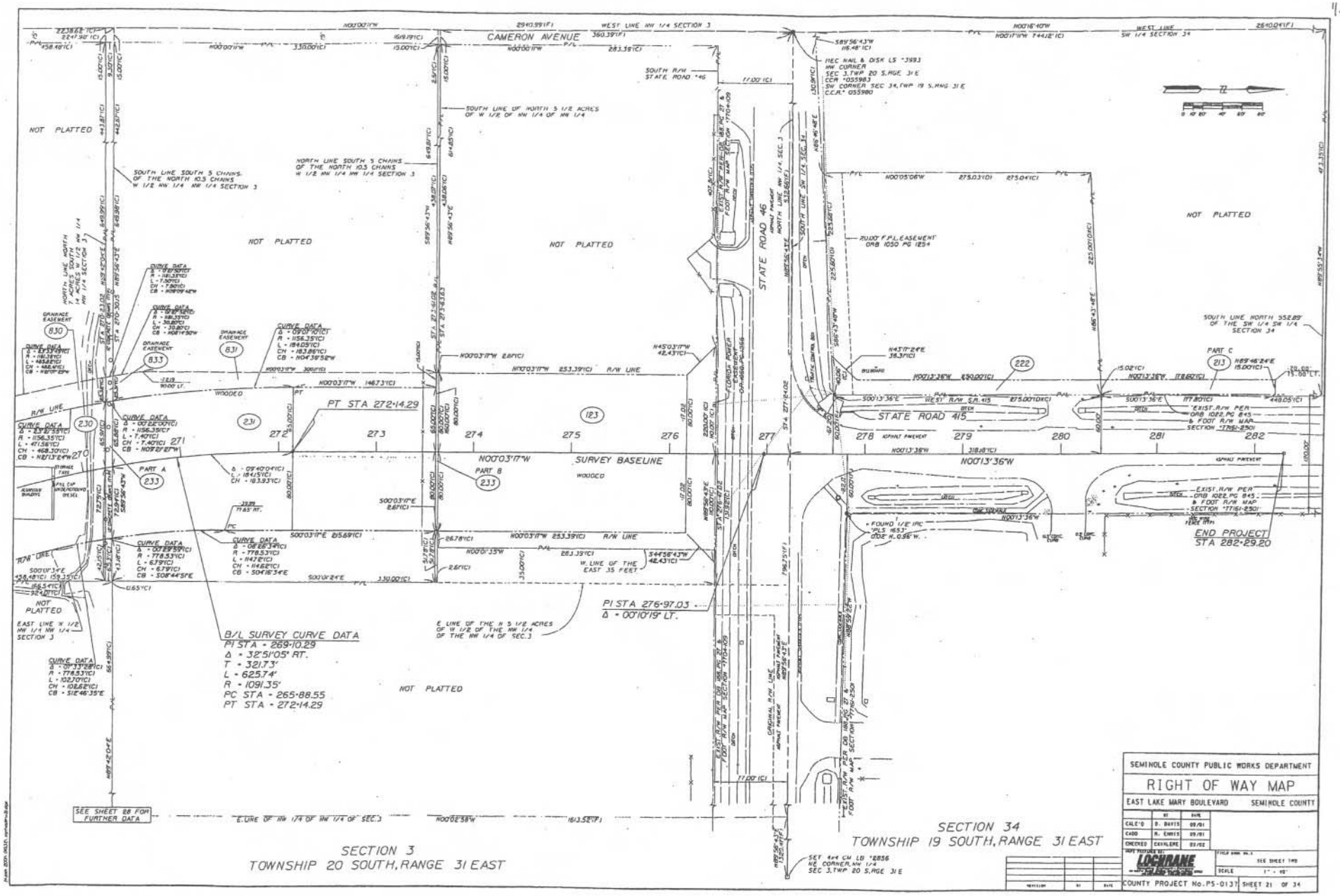

PARCEL 1
NOT PLATTED
PASTURE
PARCEL 5
PARCEL 2
NOT PLATTED
PARCEL 3
STORMWATER RETENTION AREA
SURVEY BASELINE
PC STA 211+07.46
B/L SURVEY CURVE DATA
PI STA = 217+91.93
Δ = 48°15'48" LT.
T = 684.47'
L = 1287.02'
R = 1527.89'
PC STA = 211+07.46
PT STA = 223+94.49
N26°51'29"E
DRAINAGE EASEMENT
801
PART C
PART D
PART E
PART F
201
TCE
701
FLORIDA POWER EASEMENT O.R. 3626 PG. 674
HORSE BARN
TRAILER HOME
DRAIN FIELD
SEE SHEET 2 FOR FURTHER DATA
SEE SHEET 69 FOR FURTHER DATA
SEE SHEET 27 FOR FURTHER DATA
SECTION 10
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
CALC'D B. DAVIS 03/01
DRWN R. DAVIS 03/01
CHECKED CAVALIERE 03/02
LOCHRANE ENGINEERING, INC.
SCALE 1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 16 OF 34

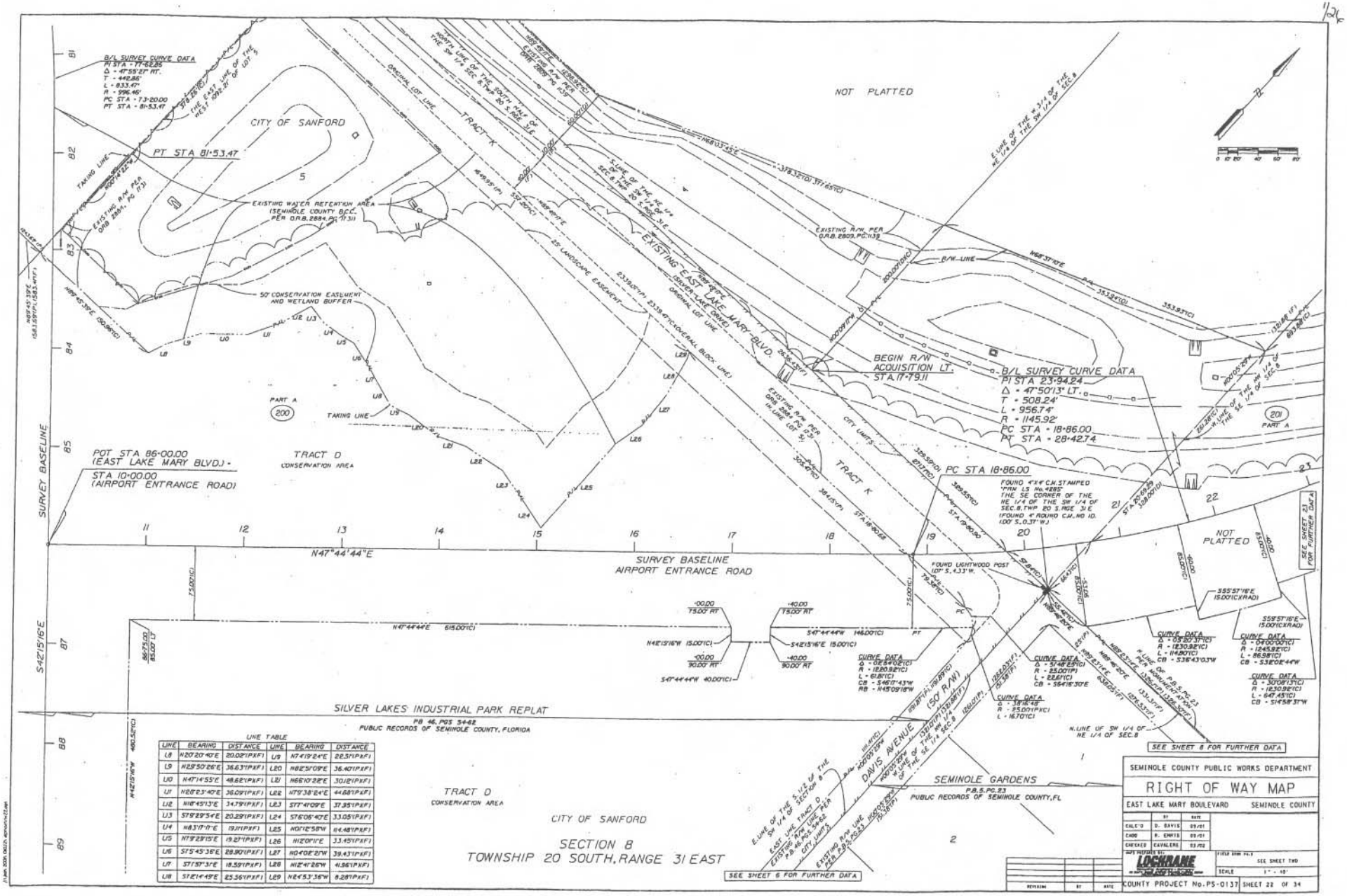

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
COUNTY PROJECT No. PS-0137
SHEET 17 OF 34
SCALE 1" = 40'
B/L SURVEY CURVE DATA
PI STA - 217+91.93
Δ - 48°15'48" LT.
T - 684.47'
L - 1287.02'
R - 1527.89'
PC STA - 211+07.46
PT STA - 223+94.49
B/L SURVEY CURVE DATA
PI STA - 233+39.18
Δ - 21°20'47" RT.
T - 539.92'
L - 1067.32'
R - 2864.79'
PC STA - 227+99.26
PT STA - 238+66.58
PC STA 227+99.26
PT STA 223+94.49
SURVEY BASELINE
N21°24'19"W
CAMERON AVENUE
MOORE STATION ROAD
PASTURE
NOT PLATTED
OPEN FIELD
PARCEL 6
STORMWATER RETENTION AREA
FLORIDA POWER EASEMENT O.R. 3628, PG. 874
DRAINAGE EASEMENT
PART C
PART B
PART E
PART F
SEE SHEET 21 FOR FURTHER DATA
SECTION 3
TOWNSHIP 21 SOUTH, RANGE 30 EAST


CAMERON AVENUE
SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROAD)
NOT PLATTED
B/L SURVEY CURVE DATA
PI STA = 233+39.18
Δ = 21°20'47" RT.
T = 539.92'
L = 1067.32'
R = 2864.79'
PC STA = 227+99.26
PT STA = 238+66.58
PT STA 238+66.58
SURVEY BASELINE
NO0°03'32"W
POTATO FIELD
OPEN FIELD
WOODED
R/W LINE
EAST LINE NW 1/4 SW 1/4 SECTION 3
SE CORNER, NW 1/4, SW 1/4 SEC 3, TWP 20 S, RGE 31 E
SE CORNER LOT 31A
SW CORNER LOT 6
SE CORNER LOT 30A
SW CORNER LOT 5
NW CORNER SOUTH 1/3 OF LOT 5 BLOCK E
NE CORNER LOT 30A
SE CORNER LOT 29A
EAST LINE LOT 29A
SOUTHEAST CORNER LOT 28A
NORTHEAST CORNER LOT 29A
E. LINE OF THE NW 1/4 OF THE SW 1/4
BROWNS SUBDIVISION OF BECK HAMMOCK
PB 1, PG 83
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
SEE SHEET 3 FOR REMAINDER OF PARENT TRACT
BLOCK E
TCE
RICHMOND AVENUE
SE CORNER, NE 1/4, SW 1/4 SEC 3, TWP 20 S, RGE 31 E
EAST LINE SW 1/4 SECTION 3
SECTION 3
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
COUNTY PROJECT No. PS-0137
SHEET 18 OF 34


CAMERON AVENUE
SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROAD)
NOT PLATTED
B/L SURVEY CURVE DATA
PI STA = 255+89.08
Δ = 32°50'50" LT.
T = 321.69'
L = 625.66'
R = 1091.35'
PC STA = 252+67.39
PT STA = 258+93.05
CANYON POINT ROAD
OPEN FIELD
PC STA 252+67.39
SURVEY BASELINE
N00°03'32"W 1400.81'(C)
BROWNS SUBDIVISION OF BECK HAMMOCK
PB 1, PG 83
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
BLOCK E
BLOCK C
BROWN ROAD
RICHMOND AVENUE
SECTION 3
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCKRANE
COUNTY PROJECT No. PS-0137
SHEET 18 OF 34

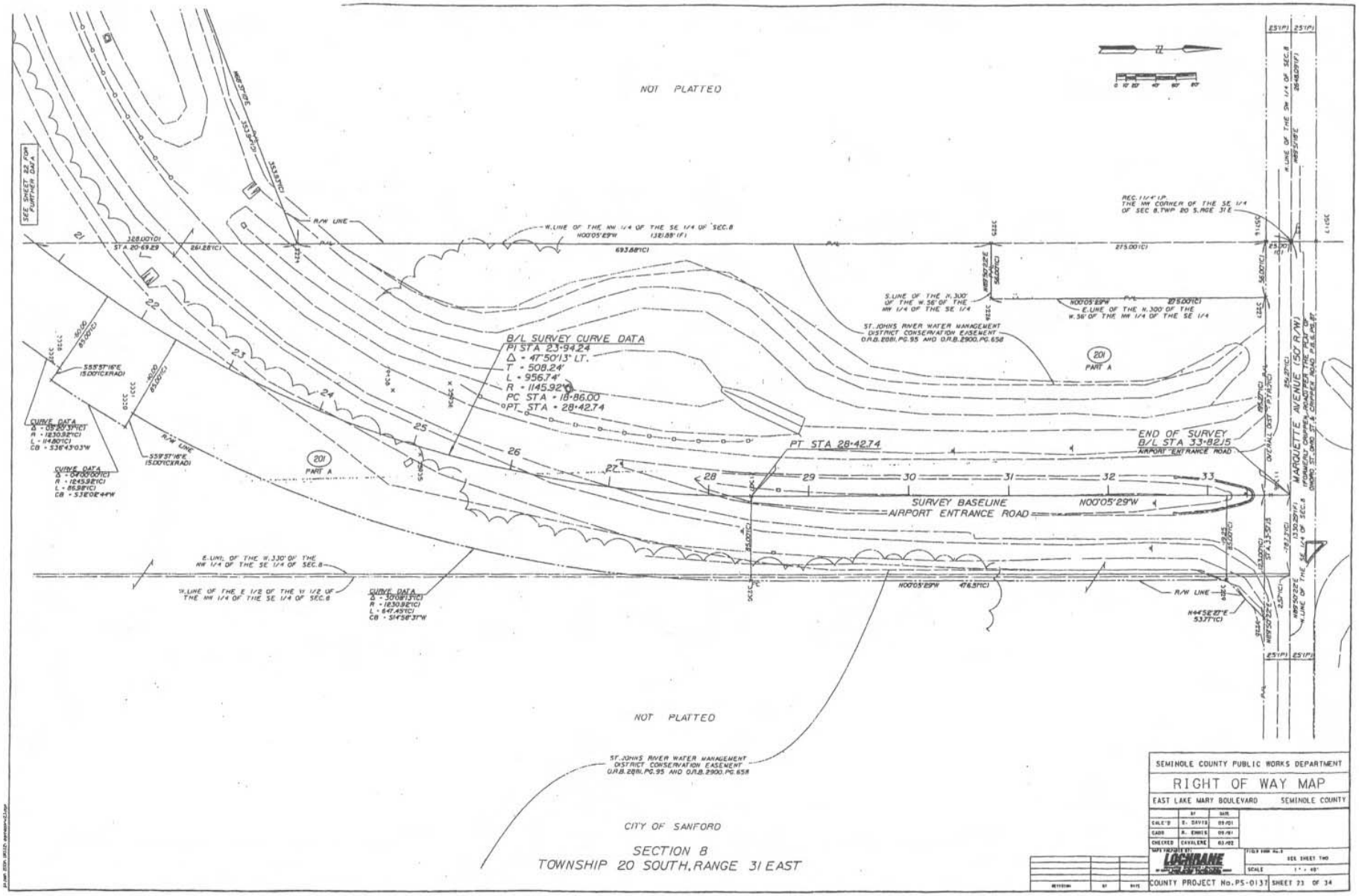

CAMERON AVENUE
B/L SURVEY CURVE DATA
PI STA - 255+89.08
Δ - 32°50'50" LT.
T - 321.69'
L - 625.66'
R - 1091.35'
PC STA - 252+67.39
PT STA - 258+93.05
B/L SURVEY CURVE DATA
PI STA - 269+10.29
Δ - 32°51'05" RT.
T - 321.73'
L - 625.74'
R - 1091.35'
PC STA - 265+88.55
PT STA - 272+14.29
NOT PLATTED
CAR STORAGE AREA
CITRUS GROVE
SEE DETAIL BELOW
DETAIL NOT TO SCALE
PT STA 258+93.05
N32°54'22"W 695.50'
SURVEY BASELINE
PC STA 265+88.55
R/W LINE
DRAINAGE EASEMENT
BROWNS SUBDIVISION OF BECK HAMMOCK
BLOCK A
BLOCK C
JORDAN ROAD
SEE SHEET 28 FOR FURTHER DATA
SECTION 3
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCKHARTE
COUNTY PROJECT No. PS-0137
SHEET 20 OF 34

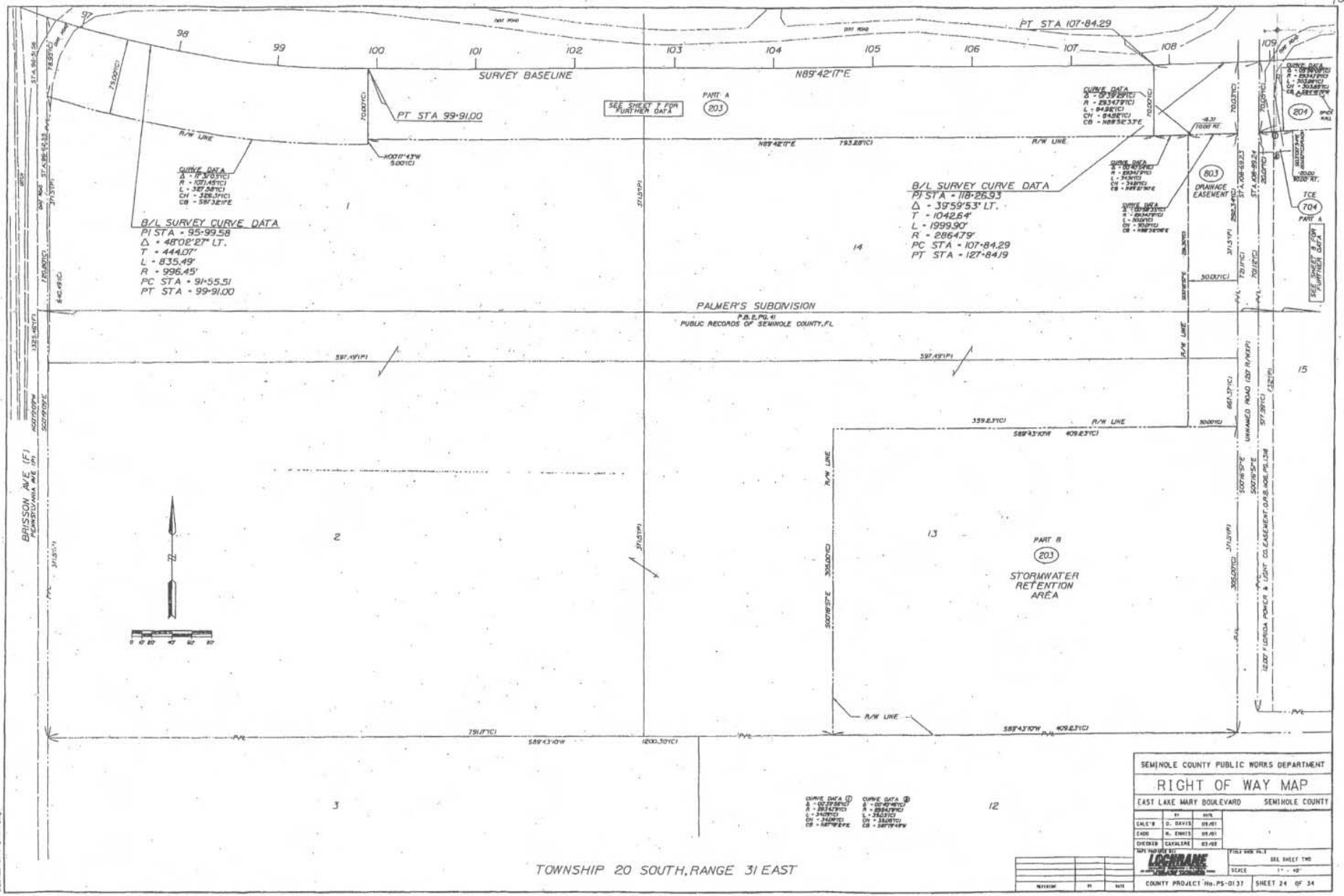

CAMERON AVENUE
WEST LINE NW 1/4 SECTION 3
WEST LINE SW 1/4 SECTION 34
NOT PLATTED
STATE ROAD 46
STATE ROAD 415
SURVEY BASELINE
N00°03'17"W
N00°13'36"W
PT STA 272+14.29
PI STA 276+97.03
Δ = 00°10'19" LT.
END PROJECT
STA 282+29.20
B/L SURVEY CURVE DATA
PI STA = 269+10.29
Δ = 32°51'05" RT.
T = 321.73'
L = 625.74'
R = 1091.35'
PC STA = 265+88.55
PT STA = 272+14.29
SEE SHEET 8B FOR FURTHER DATA
SECTION 3
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SECTION 34
TOWNSHIP 19 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
CALC'D D. DAVIS 09/01
CADD R. ENNIS 09/01
CHECKED CAVALIERE 03/02
LOCHRANE
SCALE 1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 21 OF 34



LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L8	N20°20'40"E	20.02'(P)(F)	L19	N74°19'24"E	22.51'(P)(F)
L9	N29°50'26"E	36.63'(P)(F)	L20	N82°57'09"E	36.40'(P)(F)
L10	N47°14'55"E	48.62'(P)(F)	L21	N66°10'28"E	30.12'(P)(F)
L11	N28°23'40"E	36.09'(P)(F)	L22	N79°38'24"E	44.88'(P)(F)
L12	N18°45'13"E	34.79'(P)(F)	L23	S77°41'09"E	37.95'(P)(F)
L13	S79°29'54"E	20.29'(P)(F)	L24	S76°05'40"E	33.05'(P)(F)
L14	N83°17'11"E	19.11'(P)(F)	L25	N01°12'58"W	114.48'(P)(F)
L15	N78°29'15"E	19.27'(P)(F)	L26	N12°01'12"E	33.45'(P)(F)
L16	S75°45'36"E	28.90'(P)(F)	L27	N04°08'20"W	39.43'(P)(F)
L17	S71°59'37"E	18.59'(P)(F)	L28	N12°41'26"W	41.56'(P)(F)
L18	S72°14'49"E	25.56'(P)(F)	L29	N24°53'36"W	8.28'(P)(F)


NOT PLATTED
SEE SHEET 22 FOR FURTHER DATA
R/W LINE
W. LINE OF THE NW 1/4 OF THE SE 1/4 OF SEC. 8
N00°05'29"W 1318.88'(F)
ST.A 20+69.29
261.28'(C)
693.88'(C)
275.00'(C)
REC. 1/2" I.P. THE NW CORNER OF THE SE 1/4 OF SEC 8, TWP 20 S. AGE 31 E
S. LINE OF THE N. 300' OF THE W. 56' OF THE NW 1/4 OF THE SE 1/4
N00°05'29"W 275.00'(C)
E. LINE OF THE N. 300' OF THE W. 56' OF THE NW 1/4 OF THE SE 1/4
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT O.R.B. 2081, PG. 95 AND O.R.B. 2900, PG. 658
B/L SURVEY CURVE DATA
PI STA 23+94.24
Δ = 47°50'13" LT.
T = 508.24'
L = 956.74'
R = 1145.92'
PC STA = 18+86.00
PT STA = 28+42.74
CURVE DATA
Δ = 09°30'31"(C)
R = 1230.92'(C)
L = 114.80'(C)
CB = S38°43'03"W
CURVE DATA
Δ = 04°00'00"(C)
R = 1245.92'(C)
L = 86.98'(C)
CB = S31°02'44"W
S55°57'16"E (5.00'(C)RAD)
S59°57'16"E (5.00'(C)RAD)
201 PART A
PT STA 28+42.74
END OF SURVEY B/L STA 33+82.15
AIRPORT ENTRANCE ROAD
SURVEY BASELINE
AIRPORT ENTRANCE ROAD
N00°05'29"W
MARQUETTE AVENUE (50' R/W)
(FORMERLY CRIPPEN, ROASTER AND PEAR OF OWENS ST. & SHIPPER ROAD P.B. 6, PG. 87)
W. LINE OF THE SW 1/4 OF SEC. 8
N00°05'29"E
E. LINE OF THE W. 330' OF THE NW 1/4 OF THE SE 1/4 OF SEC. 8
W. LINE OF THE E 1/2 OF THE W 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SEC. 8
CURVE DATA
Δ = 30°08'31"(C)
R = 1230.92'(C)
L = 647.45'(C)
CB = S14°56'37"W
N00°05'29"W 476.37'(C)
R/W LINE
N44°58'27"E 537'(C)
NOT PLATTED
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT O.R.B. 2081, PG. 95 AND O.R.B. 2900, PG. 658
CITY OF SANFORD
SECTION 8
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
CALC'D S. DAVIS 09/01
CADD R. ENNIS 09/01
CHECKED CAVALIERE 03/02
LOCHRANE
SEE SHEET TWO
SCALE 1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 23 OF 34



SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

	BY	DATE
CALC'D	D. DAVIS	09/01
CADD	M. ENNIS	09/01
CHECKED	CAVALIERE	03/02

LOCHMANE & ASSOCIATES, INC.

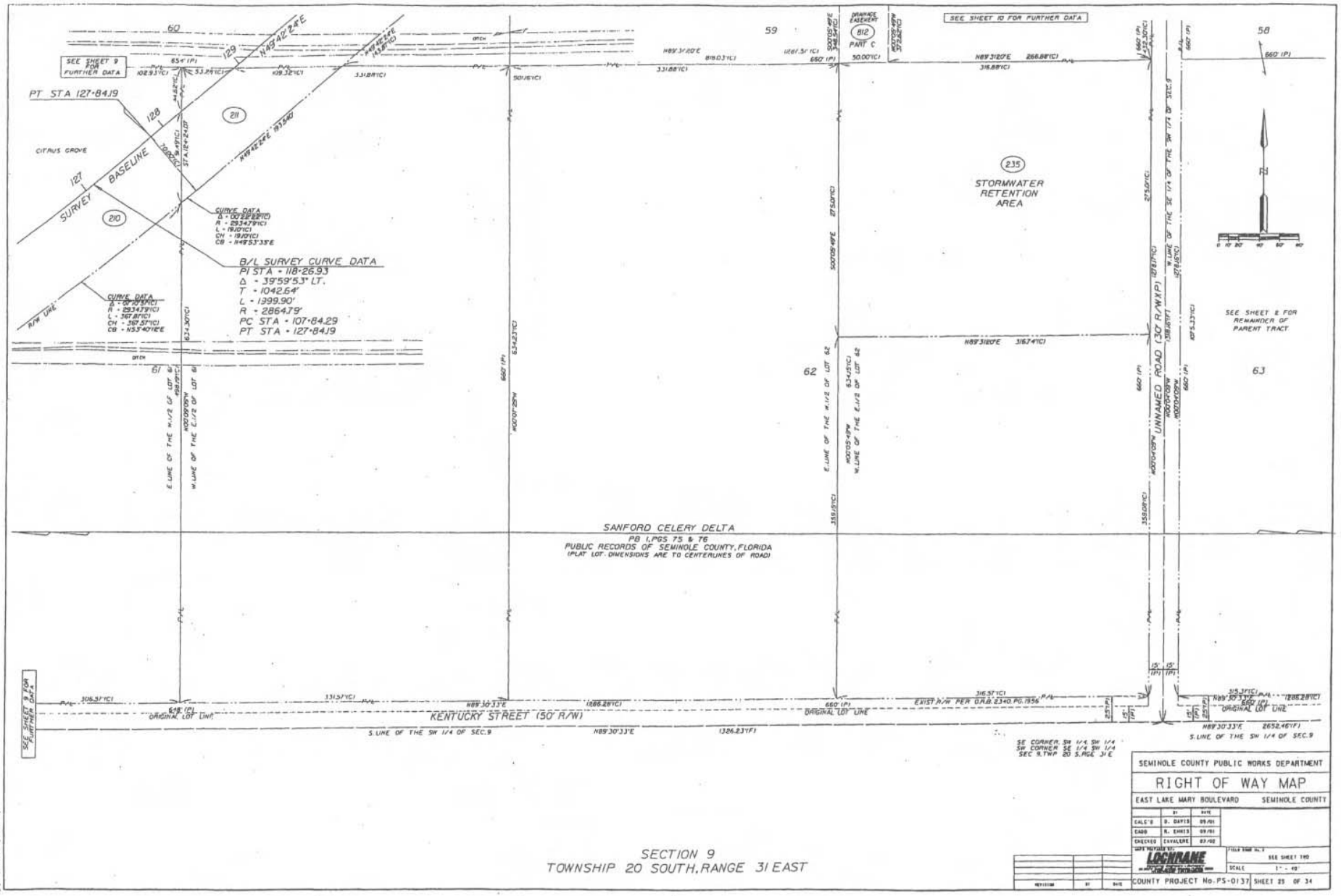
TITLE SHEET NO. 3

SEE SHEET TWO

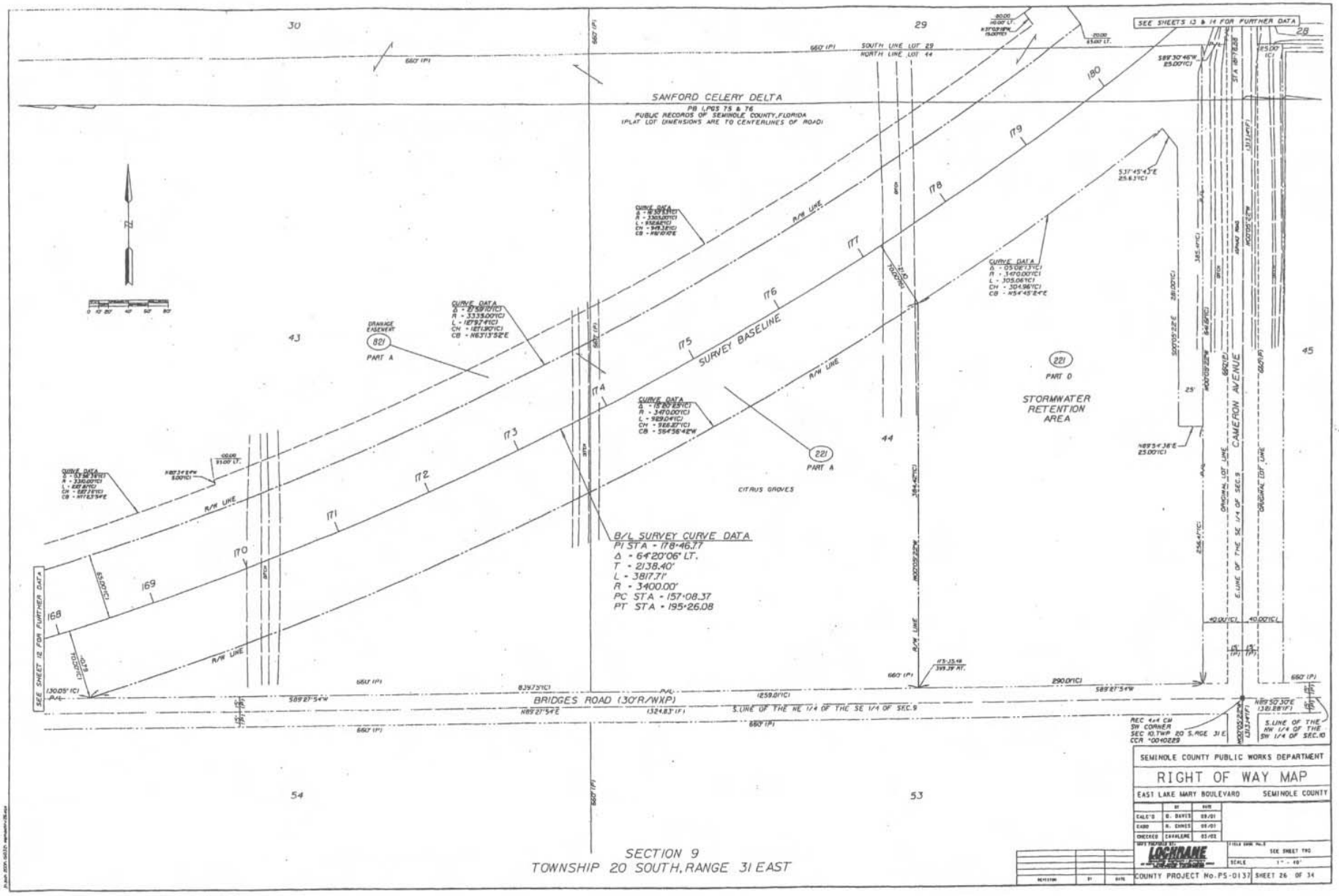
SCALE 1" = 40'

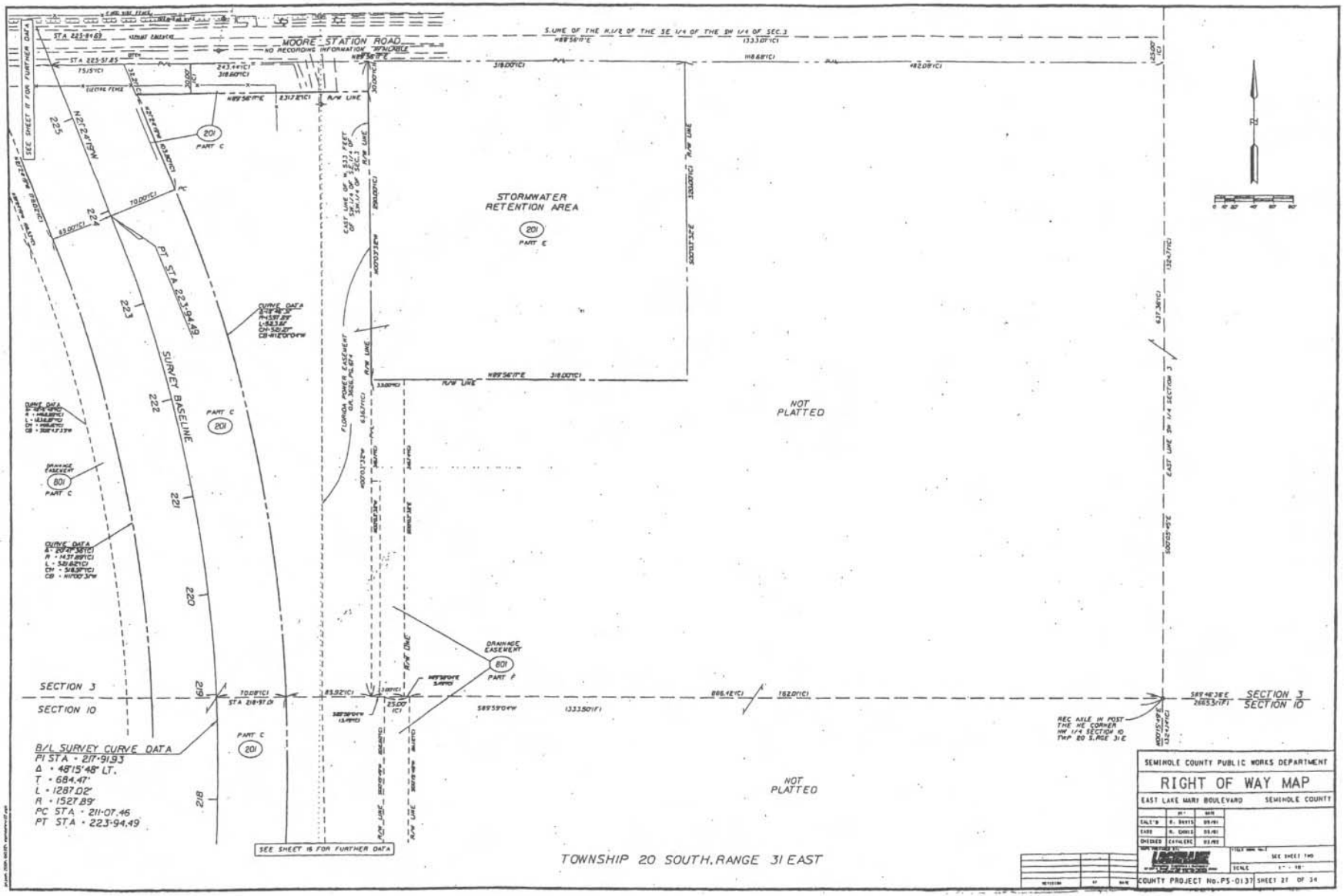
COUNTY PROJECT No. PS-0137

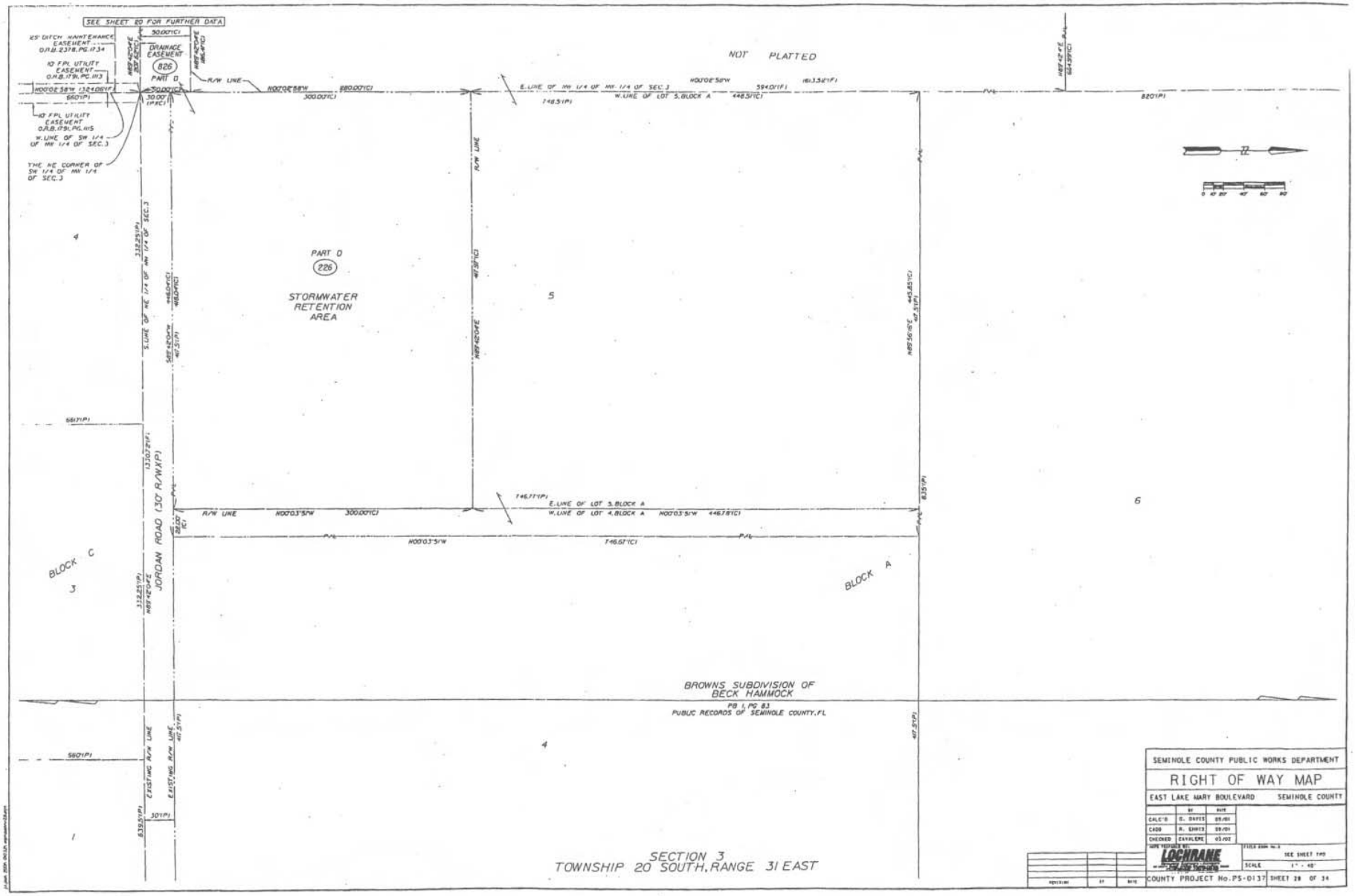
SHEET 24 OF 34

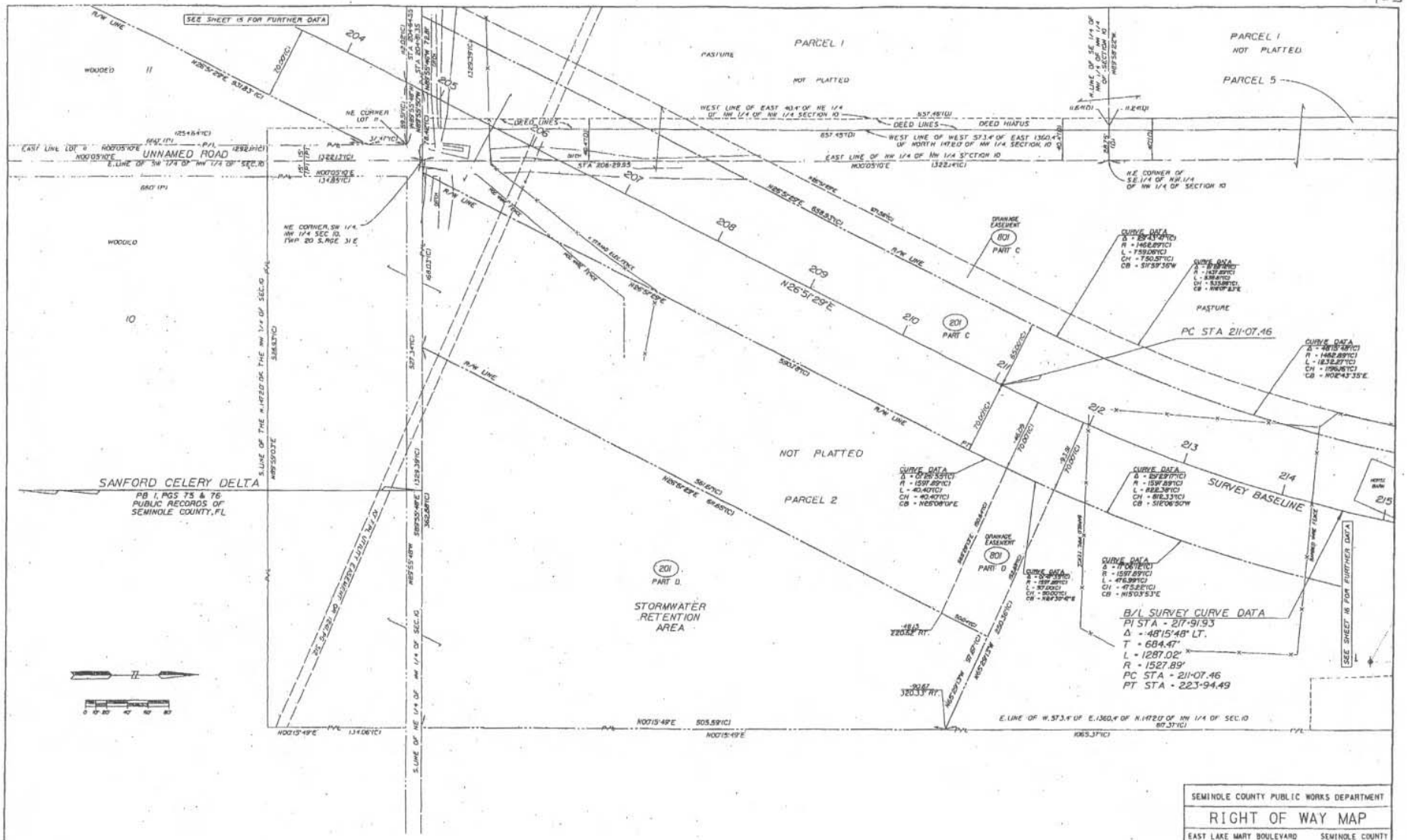


SECTION 9
TOWNSHIP 20 SOUTH, RANGE 31 EAST


SEE SHEETS 13 & 14 FOR FURTHER DATA
SANFORD CELERY DELTA
PB 1, PGS 75 & 76
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
(PLAT LOT DIMENSIONS ARE TO CENTERLINES OF ROAD)
SOUTH LINE LOT 29
NORTH LINE LOT 44
SURVEY BASELINE
R/W LINE
DRAINAGE EASEMENT
821
PART A
221
PART A
221
PART D
STORMWATER RETENTION AREA
CITRUS GROVES
CAMERON AVENUE
ORIGINAL LOT LINE
E. LINE OF THE SE 1/4 OF SEC. 9
B/L SURVEY CURVE DATA
PI STA = 178+46.77
Δ = 64°20'06" LT.
T = 2138.40'
L = 3817.71'
R = 3400.00'
PC STA = 157+08.37
PT STA = 195+26.08
SEE SHEET 12 FOR FURTHER DATA
BRIDGES ROAD (30'R/W)(P)
S. LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 9
S. LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 10
REC 4x4 CM
SW CORNER
SEC 10, TWP 20 S, RGE 31 E
CCR #0410229
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
LOCHRANE
SEE SHEET TWO
1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 26 OF 34
SECTION 9
TOWNSHIP 20 SOUTH, RANGE 31 EAST


MOORE STATION ROAD
NO RECORDING INFORMATION AVAILABLE
STORMWATER RETENTION AREA
NOT PLATTED
NOT PLATTED
SURVEY BASELINE
PT STA 223+94.49
SECTION 3
SECTION 10
B/L SURVEY CURVE DATA
PI STA = 217+91.93
Δ = 48°15'48" LT.
T = 684.47'
L = 1287.02'
R = 1527.89'
PC STA = 211+07.46
PT STA = 223+94.49
SEE SHEET 18 FOR FURTHER DATA
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
SEE SHEET TWO
COUNTY PROJECT No. PS-0137
SHEET 27 OF 34


SEE SHEET 20 FOR FURTHER DATA
25' DITCH MAINTENANCE EASEMENT O.R.B. 2378, PG. 1734
10' FPL UTILITY EASEMENT O.R.B. 3796, PG. 1113
10' FPL UTILITY EASEMENT O.R.B. 1795, PG. 1115
W. LINE OF SW 1/4 OF NW 1/4 OF SEC. 3
THE NE CORNER OF SW 1/4 OF NW 1/4 OF SEC. 3
DRAINAGE EASEMENT
826
PART D
NOT PLATTED
R/W LINE
N00°02'58"W 880.00'(C)
E. LINE OF NW 1/4 OF NW 1/4 OF SEC. 3
W. LINE OF LOT 5, BLOCK A
PART D
226
STORMWATER RETENTION AREA
5
4
6
S. LINE OF NE 1/4 OF NW 1/4 OF SEC. 3
JORDAN ROAD (30' R/W)
BLOCK C
BLOCK A
3
E. LINE OF LOT 5, BLOCK A
W. LINE OF LOT 4, BLOCK A
N00°03'51"W 300.00'(C)
N00°03'51"W 746.61'(C)
BROWNS SUBDIVISION OF BECK HAMMOCK
PB 1, PG. 83
PUBLIC RECORDS OF SEMINOLE COUNTY, FL
EXISTING R/W LINE
1
SECTION 3
TOWNSHIP 20 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
EAST LAKE MARY BOULEVARD
SEMINOLE COUNTY
CALC'D D. DAVIS 09/01
CADD R. EMRIS 09/01
CHECKED CAVALIERE 03/02
LOCHRANE
SEE SHEET TWO
SCALE 1" = 40'
COUNTY PROJECT No. PS-0137
SHEET 28 OF 34



SECTION 10
TOWNSHIP 20 SOUTH, RANGE 31 EAST

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

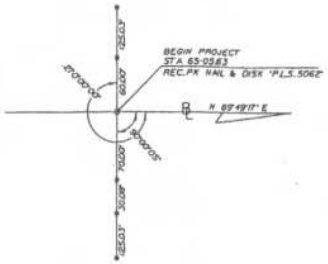
	BY	DATE
CALC'D	D. DAVIS	09/01
CADD	R. EMRIS	09/01
CHECKED	CAVALIERE	03/02

LOCHRANE ENGINEERING, INC.

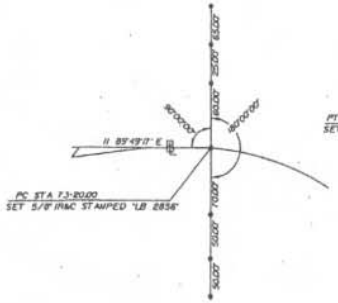
SEE SHEET TWO

SCALE 1" = 40'

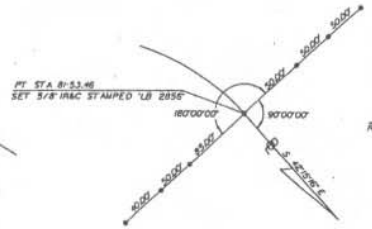
COUNTY PROJECT No. PS-0137 — SHEET 29 OF 34



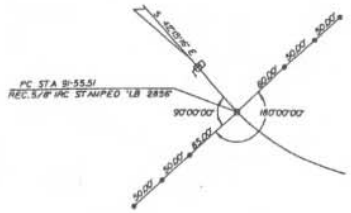
BEGIN PROJECT
STA 65+05.63



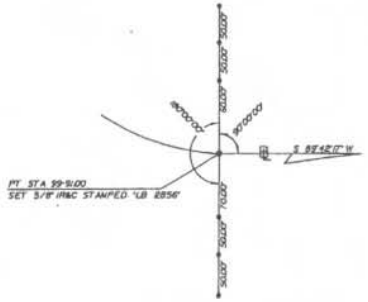
PC STA 73+20.00



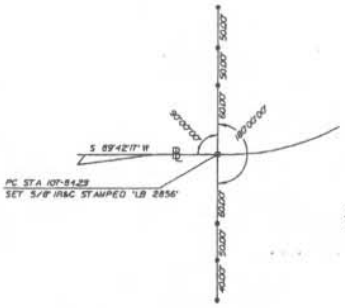
PT STA 81+53.46



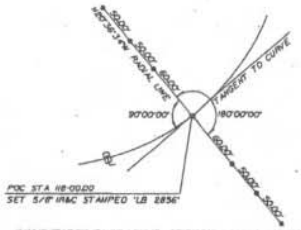
PC STA 91+55.51



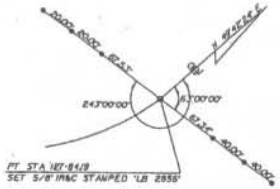
PT STA 99+91.00



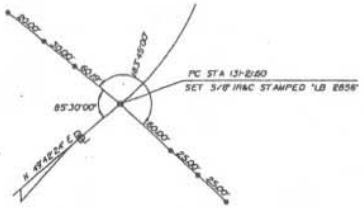
PC STA 107+84.29



POC STA 118+00.00

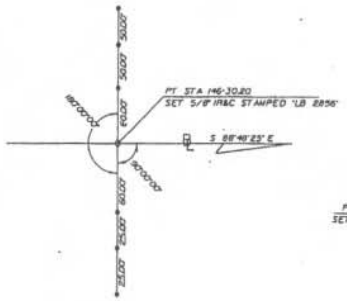


PT STA 127+84.19

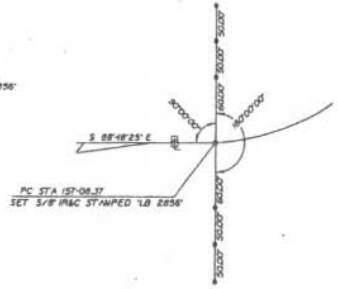


PC STA 131+21.60

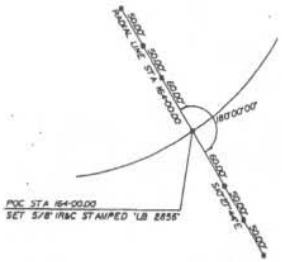
POC STA 138+00.00



PT STA 146+30.20



PC STA 157+08.37



POC STA 164+00.00

POC STA 174+00.00

LEGEND

- O - SET P-K NAIL AND DISK "REFERENCE PT LB 2856"
- * - SET 5/8" IRON ROD AND CAP "REFERENCE PT LB 2856"
- IR&C - IRON ROD AND CAP
- REC - RECOVERED
- LB - LAND SURVEYING BUSINESS
- PCP - PERMANENT CONTROL POINT
- ℄ - SURVEY BASELINE EAST LAKE MARY BOULEVARD
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PK - PARKER KALON
- PI - POINT OF INTERSECTION
- STA - STATION

NOTE:
CENTERLINE SET POINTS ARE AS NOTED

REFERENCES FOR SURVEY BASELINE CONTROL POINTS

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

	BY	DATE
CALC'D	D. DAVIS	09/01
CADD	K. ENNIS	09/01
CHECKED	CAVALERE	03/02

LOCHRANE ENGINEERING, INC.

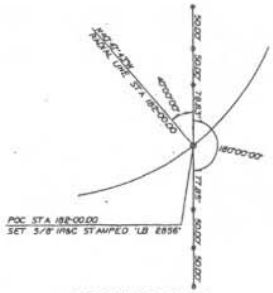
FIELD BOOK NO. 0

SEE SHEET TWO

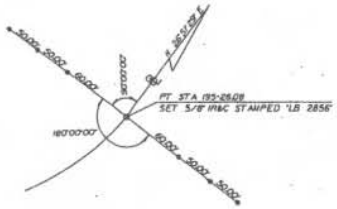
SCALE 1" = 40'

REVISION	BY	DATE

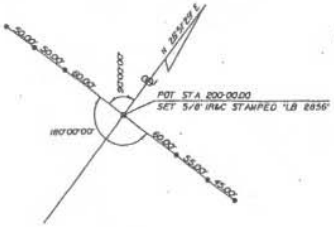
COUNTY PROJECT No. PS-0137 — SHEET 30 OF 34



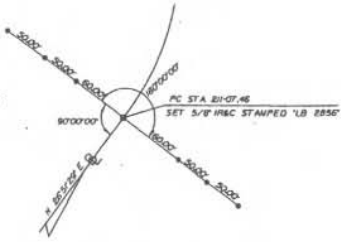
POC STA 182+00.00



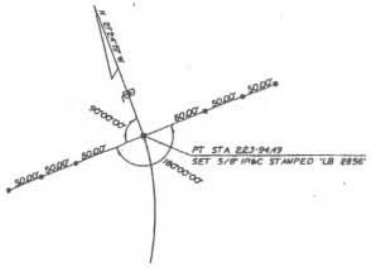
PT STA 195+26.08



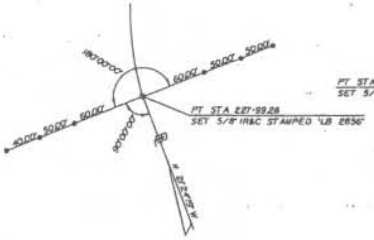
POT STA 200+00.00



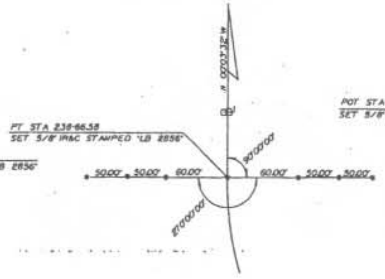
PC STA 211+07.46



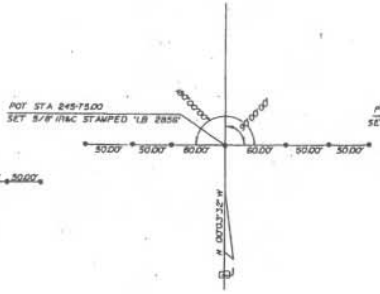
PT STA 223+94.49



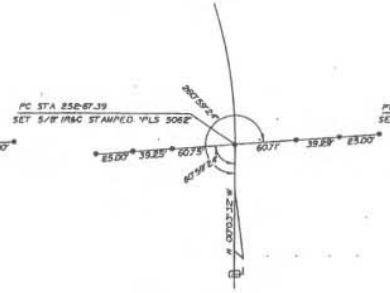
PC STA 227+99.26



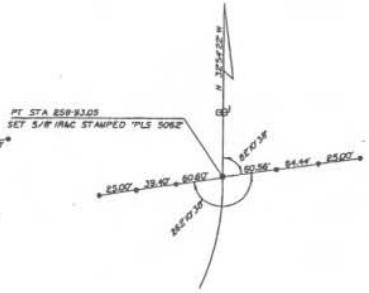
PT STA 238+66.58



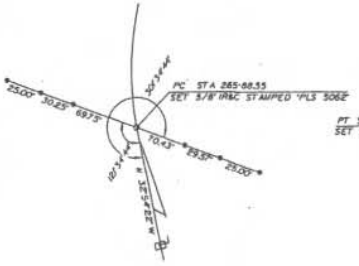
POT STA 245+75.00



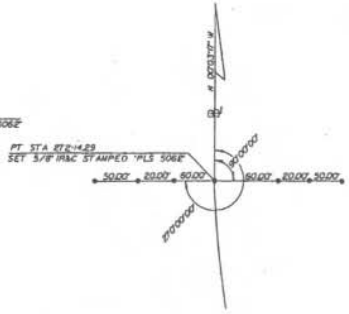
PC STA 252+67.39



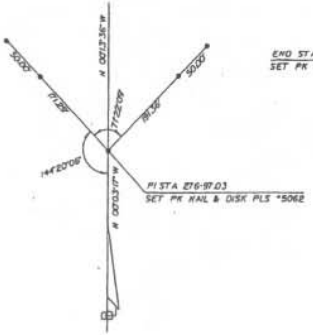
PT STA 258+93.05



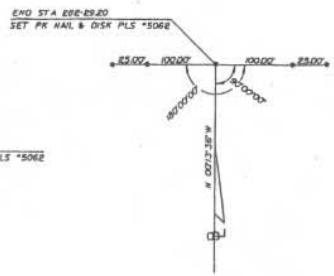
PC STA 265+88.55



PT STA 272+14.29



STA 276+97.03



END SURVEY STA 282+29.20

NOTE:
CENTERLINE SET POINTS ARE AS NOTED

LEGEND

- O - SET P-K NAIL AND DISK "REFERENCE PT LB 2856"
- * - SET 5/8" IRON ROD AND CAP "REFERENCE PT LB 2856"
- IR&C - IRON ROD AND CAP
- REC - RECOVERED
- LB - LAND SURVEYING BUSINESS
- PCP - PERMANENT CONTROL POINT
- ℄ - SURVEY BASELINE EAST LAKE MARY BOULEVARD
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PK - PARKER KALON
- PI - POINT OF INTERSECTION
- STA - STATION

REFERENCES FOR SURVEY
BASELINE CONTROL POINTS

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

	BY	DATE
CALC'D	D. DAVYS	09/01
CADD	R. EMMIS	09/01
CHECKED	CAVALIERE	03/02

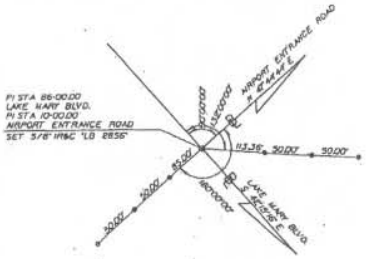
SURVEY PROVIDED BY: LOCHRANE ENGINEERING

TITLE BLOCK NO. 2 — SEE SHEET TWO

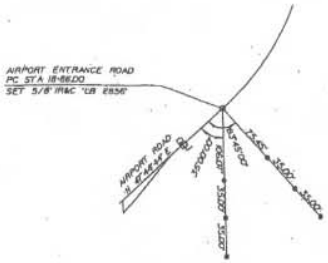
SCALE 1" = 40'

REVISION	BY	DATE

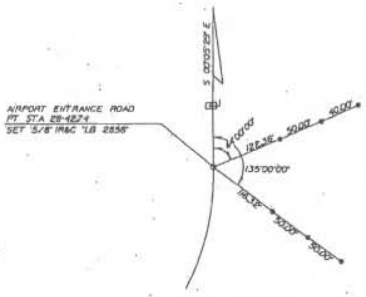
COUNTY PROJECT No. PS-0137 — SHEET 31 OF 34



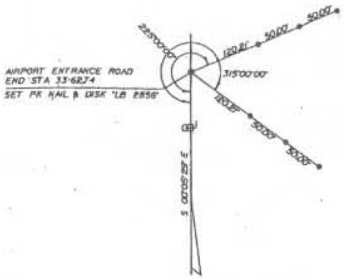
PI STA 86+00.00
LAKE MARY BLVD.
PI STA 10+00.00
AIRPORT ENTRANCE ROAD



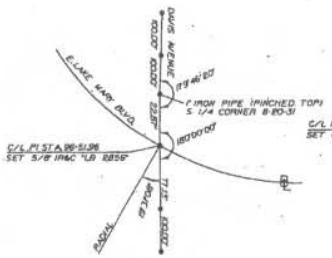
AIRPORT ENTRANCE ROAD
PC STA 18+86.00



AIRPORT ENTRANCE ROAD
PT STA 28+42.74

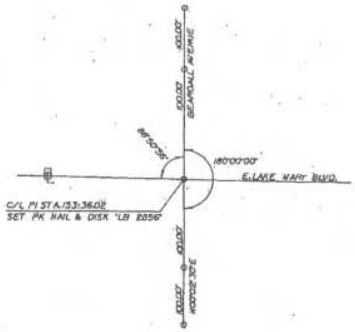


AIRPORT ENTRANCE ROAD
END STA 33+62.74

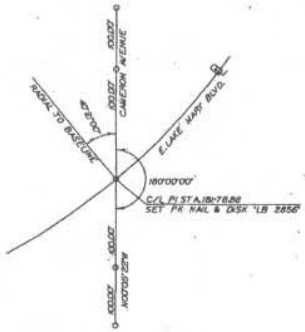


DAVIS AVENUE
E. LAKE MARY BLVD.
C/L PI STA 96+51.96

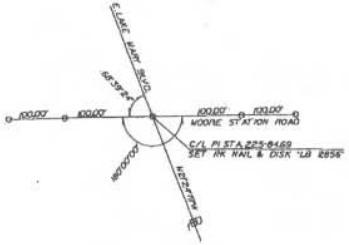
SIPES AVENUE
E. LAKE MARY BLVD.
C/L PI STA 124+09.68



BEARDALL ROAD
E. LAKE MARY BLVD.
C/L PI STA 153+36.02



CAMERON AVENUE
E. LAKE MARY BLVD.
C/L PI STA 181+78.88



MOORE STATION ROAD
E. LAKE MARY BLVD.
C/L PI STA 225+84.69

LEGEND

- O - SET PK NAIL & DISK LB #2856 (UNLESS OTHERWISE NOTED)
- * - SET 5/8" IRON ROD AND CAP LB 2856
- IR&C - IRON ROD AND CAP
- REC - RECOVERED
- LB - LAND SURVEYING BUSINESS
- PCP - PERMANENT CONTROL POINT
- ℄ - SURVEY BASELINE EAST LAKE MARY BOULEVARD
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PK - PARKER KALON
- PI - POINT OF INTERSECTION
- STA - STATION

REFERENCES FOR SURVEY
BASELINE CONTROL POINTS

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT		
RIGHT OF WAY MAP		
EAST LAKE MARY BOULEVARD		SEMINOLE COUNTY
	BY	DATE
CALC'D	D. DAVIS	03/01
CADD	R. ENNIS	03/01
CHECKED	CAVALIERE	03/01
LOCHARIE & ASSOCIATES, INC.	FIELD BOOK No.	SEE SHEET TWO
	SCALE	1" = 40'
COUNTY PROJECT No. PS-0137	SHEET 32 OF 34	

REVISION	BY	DATE

TABLE OF OWNERSHIPS

PARCEL NO.	OWNER	INSTRUMENT	TOTAL AREA PARCEL	AREA TAKEN	AREA REMAINDER	SHEET	COMMENTS	RECORDING DATA
200-A	HELEN HOMLAND HOLDINGS, INC.	WARRANTY DEED	66.498 AC.	11.424 AC.	55.072 AC.	4,5,6		
200-B		WARRANTY DEED	38.511 AC.	3.287 AC.	35.224 AC.	5		
200-C		WARRANTY DEED	28.182 AC.	2.072 AC.	26.110 AC.	8,9		
800				7372 S.F.		8,9		
201-A	SANFORD AIRPORT AUTHORITY	WARRANTY DEED	21.448 AC.	10.106 AC.	11.342 AC.	22, 23		
201-B		WARRANTY DEED	19.234 AC.	3.955 AC.	15.279 AC.	14,15		
201-C		WARRANTY DEED	86.420 AC.	6.600 AC.	79.820 AC.	13,16,17,27,28		
201-D		WARRANTY DEED	79.820 AC.	2.791 AC.	77.029 AC.	16,28		
201-E		WARRANTY DEED	77.023 AC.	2.326 AC.	74.693 AC.	17,27		
701				2063 S.F.		16		
801-A				1565 S.F.		14		
801-B				32095 S.F.		14,15		
801-C				1.262 AC.		15,16,17		
801-D				7577 S.F.		16		
801-E				7435 S.F.		16		
801-F				15623 S.F.		16		
202-A	CSX TRANSPORTATION	WARRANTY DEED	12072 S.F.	12072 S.F.	0.000 S.F.	6		
202-B		WARRANTY DEED	0.730 AC.	2387 S.F.	0.671 AC.	8		
202-C		WARRANTY DEED	3.185 AC.	8588 S.F.	3.025 AC.	12		
802-A				1805 S.F.		12		
802-B				2075 S.F.		12		
203-A	SHELDON HAYES & JOSEPH RADOW	QUIT CLAIM DEED	19.870 AC.	3.360 AC.	16.510 AC.	6,7		
203-B		QUIT CLAIM DEED	16.308 AC.	2.863 AC.	13.444 AC.	24		
803				14287 S.F.		7,8		
204	JOSHUA HORACE SIMONS AND BERNICE M SIMONS, HIS WIFE	WARRANTY DEED	5.318 AC.	0.770 AC.	4.548 AC.	7,8		
704-A				691 S.F.		7,8		
704-B				1850 S.F.		7,8		
804				4171 S.F.		8		
205	LEWIS I. HUGHEY AND CAROLYN J. HUGHEY	WARRANTY DEED	9528 S.F.	9528 S.F.	0.000 AC.	8		
206	BURNICE JOE SIMONS, JR. OR DANIEL CURTIS SIMONS	QUIT CLAIM DEED	3.512 AC.	1.134 AC.	2.379 AC.	8		
706				790 S.F.		8		
806				3215 S.F.		8		
207	RICHARD G. HOLCOMB	QUIT CLAIM DEED	0.595 AC.	510 S.F.	0.383 AC.	12		
707				304 S.F.		12		
807				101 S.F.		12		
208	DONALD S. FULSANG	WARRANTY DEED/ QUIT CLAIM DEED	4.573 AC.	4080 S.F.	4.478 AC.	8		
708				135 S.F.		8		
209	W. BLAKE SAWYERS AND JOYCE SAWYERS	DEED IN TRUST	9.700 AC.	17501 S.F.	9.299 AC.	8		
709				327 S.F.		8		
809				15788 S.F.		8		
210	RICARDO FERNANDEZ AND NORMA FERNANDEZ	WARRANTY DEED	4.467 AC.	1.204 AC.	3.263 AC.	9		
810				6840 S.F.		9		
211	ARNALDO MASTRAPA AND MARTHA MASTRAPA	WARRANTY DEED/ QUIT CLAIM DEED	9.660 AC.	11071 S.F.	9.405 AC.	9		

PARCEL NO.	OWNER	INSTRUMENT	TOTAL AREA PARCEL	AREA TAKEN	AREA REMAINDER	SHEET	COMMENTS	RECORDING DATA
212	S. A. Z. DEVELOPMENT, INC.	WARRANTY DEED	19.050 AC.	3.364 AC.	15.686 AC.	9,10		
812-A				0.724 AC.		9,10		
812-B				1368 S.F.		10		
812-C				18026 S.F.		10		
213-A	S. THEODORE TARVORIAN AND ANN TARVORIAN, HIS WIFE	WARRANTY DEED	14.134 AC.	1.578 AC.	12.556 AC.	10,11		
213-B		WARRANTY DEED	4.868 AC.	1.811 AC.	3.057 AC.	17,18		
213-C		WARRANTY DEED	8.871 AC.	2673 S.F.	8.310 AC.	21		
713				598 S.F.		11		
813				2230 S.F.		10		
214	SANFORD ACQUISITIONS GROUP, LLC, A FLORIDA CORPORATION	WARRANTY DEED	18.081 AC.	11403 S.F.	18.780 AC.	10,11		
814-A				30 S.F.		10		
814-B				0.624 AC.		10,11		
215	DEDHARINE PERSAUD	WARRANTY DEED	4.404 AC.	1.419 AC.	2.985 AC.	11		
715				1002 S.F.		11		
216	MICHAEL M. AND LINDA S. GUTHRIE, HUSBAND AND WIFE	WARRANTY DEED/ QUIT CLAIM DEED	5.058 AC.	4093 S.F.	4.965 AC.	12		
217	ALFREDO BRUNO FORNASIER AND INDALECIA FORNASIER, HUSBAND AND WIFE	WARRANTY DEED	4.680 AC.	1.675 AC.	3.005 AC.	11,12		
817				1452 S.F.		12		
218	DONALD G. HARMAN AND GEORGANN HARMAN, HUSBAND AND WIFE	WARRANTY DEED	12.567 AC.	1.115 AC.	11.452 AC.	12		
818				18071 S.F.		12		
219	RICHARD J. AND DORIS LEE HOLCOMB, HUSBAND AND WIFE	WARRANTY DEED	0.324 AC.	2158 S.F.	0.873 AC.	12		
819				1011 S.F.		12		
220	ELGAN A. STAPPE, II	WARRANTY DEED	4.494 AC.	17080 S.F.	4.101 AC.	12		
820				2281 S.F.		12		
221-A	WILLIAM E. KIRCHHOFF AND NIXIE COLEMAN AND AIRPORT INDUSTRIAL PARTNERS	FEE SIMPLE	37.340 AC.	5.498 AC.	28.816 AC.	12,13,14,26		
221-B		FEE SIMPLE	19.009 AC.	2.767 AC.	16.242 AC.	14		
221-C		FEE SIMPLE	9.374 AC.	0.600 AC.	8.774 AC.	14		
221-D		FEE SIMPLE	28.816 AC.	3.026 AC.	25.790 AC.	13,26		
721-A				2450 S.F.		12,14		
721-B				1842 S.F.		14		
721-C				1124 S.F.		14		
721-D				4811 S.F.		14		
721-E				1130 S.F.		14		
821-A				0.889 AC.		12,13,26		
821-B				3608 S.F.		14		
821-C				3372 S.F.		14		
821-D				16117 S.F.		14		

LEGEND

PARCEL NUMBER IDENTIFICATION	TYPE USE
100-699	DEEDS OF ALL TYPES
700-799	TEMPORARY EASEMENTS
800-999	PERMANENT EASEMENTS

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD SEMINOLE COUNTY

	BY	DATE
CALC'D	D. DAVIS	03/01
DWN	R. EMMIS	03/01
CHECKED	CAVALIERE	03/02

MAPS PREPARED BY: LOCHRANE

FIELD BOOK No.: SEE SHEET TWO

SCALE: N/A

COUNTY PROJECT No. PS-0137 SHEET 33 OF 34

Exhibit "B"

Existing FPL Underground Facilities within the ROW included Under this Agreement

As shown and described in the following FPL drawings, true and correct copies of which have been provided to Seminole County:

TABLE OF OWNERSHIPS

PARCEL NO.	OWNER	INSTRUMENT	TOTAL AREA PARCEL	AREA TAKEN	AREA REMAINDER	SHEET	COMMENTS	RECORDING DATA
222	THAKOOR DEEN AND MARTHA ELLEN DEEN, HIS WIFE	WARRANTY DEED	1.421 AC.	4438 S.F.	1.319 AC.	21		
223	PAUL CAMP LANE, PERSONAL REPRESENTATIVE OF THE ESTATE	WARRANTY DEED	29.226 AC.	1.068 AC.	28.158 AC.	17,18		
623	OF WILLIAM FRIEDRICH GUENTER SCHMIDT, DECEASED			2812 S.F.		18		
224	WILLIAM P. LAYER AND LUCY P. LAYER, HUSBAND AND WIFE	WARRANTY DEED	20.109 AC.	1.275 AC.	18.834 AC.	18		
824-A	JOHN PILOIAN AND CARLENE M PILOIAN, HUSBAND AND WIFE			3488 S.F.		18		
824-B	MARC J. PILOIAN, AS TENANTS IN COMMON			4843 S.F.		18		
225	WALTER H. KING	WARRANTY DEED	19.875 AC.	1.025 AC.	18.850 AC.	18		
725				1000 S.F.		18		
825				1716 S.F.		19		
226-A	STRATEGIC ACQUISITIONS CORP., A FLORIDA COPORATION	WARRANTY DEED	9.988 AC.	1.025 AC.	8.963 AC.	18,19		
226-B		WARRANTY DEED	21.763 AC.	2.188 AC.	19.575 AC.	20		
226-C		WARRANTY DEED	3.387 AC.	112 S.F.	3.384 AC.	11		
226-D		WARRANTY DEED	19.575 AC.	2.979 AC.	16.596 AC.	20		
826-A				3808 S.F.		11,12		
826-B				3482 S.F.		19		
826-C				13879 S.F.		20		
826-D				12174 S.F.		20		
227	FENTANIS INTERNATIONAL CONSTRUCTION COMPANY,	WARRANTY DEED	15.285 AC.	2.055 AC.	13.230 AC.	19		
827	A FLORIDA COPORATION			17688 S.F.		19		
228	HEWITT, OLSON ASSET RECOVERY GROUP II, INC.	WARRANTY DEED	4.989 AC.	2.242 AC.	2.747 AC.	19,20		
828-A				49 S.F.		20		
828-B				2938 S.F.		20		
229-A	JOE H. BROOKS	WARRANTY DEED	5.060 AC.	816 S.F.	5.029 AC.	19		
229-B				112 S.F.		19		
229-C		WARRANTY DEED	6.248 AC.	1188 S.F.	6.219 AC.	20		
829-A				1871 S.F.		19		
829-B				4399 S.F.		20		
230	LAMAR BROOKS AND SANDRA BROOKS, HIS WIFE	WARRANTY DEED	8.842 AC.	1.053 AC.	3.789 AC.	20,21		
730				980 S.F.		20		
830				12989 S.F.		20,21		
231	CHERI ADAMSON, F/K/A LYNDA SHARON BUFFALOE	CERT. OF TITLE	6.924 AC.	1.085 AC.	3.839 AC.	20		
831	AND DORIS A. GORMLY	WARRANTY DEED/		3178 S.F.		20		
		QUIT CLAIM DEED						
232	(NOT USED)							
233-A	ALEX VAUGHAN A/K/A A. VAUGHAN	WARRANTY DEED	8145 S.F.	972 S.F.	4173 S.F.	20,21		
233-B		WARRANTY DEED	1695 S.F.	417 S.F.	1278 S.F.	21		
833				186 S.F.		20,21		
234	(NOT USED)							
235	ARNALDO AND MARTHA MASTRAPA, HUSBAND AND WIFE AND	WARRANTY DEED/	4.811 AC.	2.000 AC.	2.411 AC.	10,25		
	LAURIE AND EDWARD GONZALEZ, BROTHER AND SISTER	QUIT CLAIM DEED						

PARCEL NO.	OWNER	INSTRUMENT	TOTAL AREA PARCEL	AREA TAKEN	AREA REMAINDER	SHEET	COMMENTS	RECORDING DATA
236	CITY OF SANFORD	WARRANTY DEED	18.671 AC.	88 S.F.	18.669 AC.	12		
836				853 S.F.		12		
737	ROBERT HOLCOMB	WARRANTY DEED	0.949 AC.	800 S.F.	0.949 AC.	12		
838	MARVIN GENE SCOTT	QUIT CLAIM DEED	5.233 AC.	590 S.F.	5.233 AC.	20		
123	FLORIDA LAND RESERVE, A FLORIDA CORPORATION	WARRANTY DEED	4.229 AC.	1.06 AC.	3.169 AC.	21		
	AND WALTER H. KING							

LEGEND	
PARCEL NUMBER IDENTIFICATION	TYPE USE
100-699	DEEDS OF ALL TYPES
700-799	TEMPORARY EASEMENTS
800-999	PERMANENT EASEMENTS

REVISION	BY	DATE

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

EAST LAKE MARY BOULEVARD — SEMINOLE COUNTY

	BY	DATE
DRA'D	D. DAVIS	03/01
CHKD	R. CHMIS	03/01
CHECKED	CAVALIERE	03/02

SURVEY PROVIDED BY: LOCHMANE

TITLE SHEET FOR PLAN: SEE SHEET TWO

SCALE: N/A

COUNTY PROJECT No. PS-0137 — SHEET 34 OF 34

FPL

Payment Coupon

/610125100003670800000797022508163810074010101

General Mail Facility
Miami. FL. 33188-0001

B 01251 0000797022 7 4 01 01 01
Please mail this portion with your check

Cust. No.: **367080**	Inv. No.: **797022**
Payment Due upon Receipt **03/04/2009**	Amount Due This Invoice **183,618.05**
WO Reference #:	**2879-44-231**

Make check payable to FPL in US funds and mail payment to address below

SEMINOLE COUNTY

520 W LAKE MARY BLVD
STE 200
SANFORD FL 32773

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Florida Power & Light Company

Federal Tax ID#: 59-0247775

INVOICE

Customer Name and Address

SEMINOLE COUNTY

520 W LAKE MARY BLVD
STE 200
SANFORD FL 32773

Customer Number: 367080

Invoice Number: 797022

Invoice Date: 02/02/2009

B 01251 0000797022 7 4 01 01 01
Please Retain This Portion for your Records

CURRENT CHARGES AND CREDITS

Customer No: **367080** Invoice No: **797022**

DESCRIPTION	QUANTITY	PRICE	AMOUNT
DSB CUST CONTR NEW CNST WO 3002920>UG FEEDER-E LAKE MARY BLVD FROM RED CLEVELAND 2879-44-231	1	183,618.05	183,618.05

For Inquiries Contact:
CHARLIE JOHNSON
Phone: (386) 322-3406

Total Amount Due **$183,618.05**

Payment Due upon Receipt **03/04/2009**

TO SOUTH OF SR 46 & SR 415

Florida Power & Light Company
General Mail Facility
Miami, FL. 33188-0001

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Richard O'Dell, Sr.'s property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Richard O'Dell, Sr.'s property. Approval of a proposed negotiated settlement relating to Parcel Numbers 126 and 126A of the County Road 15 road improvement project. The proposed settlement is at the total sum of $50,230.00 inclusive of all compensation to the owner, statutory attorney fees, statutory interest, resolution of the inverse condemnation counterclaim and any other matter for which Seminole County might be obligated to pay relating to these parcels. The owner did not incur any expert's fees or costs in his defense of this eminent domain action. Judge Clayton D. Simmons.

District 5 Brenda Carey Robert A. McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed negotiated settlement relating to Parcel Numbers 126 and 126A of the County Road 15 road improvement project. The proposed settlement is at the total sum of $50,230.00 inclusive of all compensation to the owner, statutory attorney fees, statutory interest, resolution of the inverse condemnation counterclaim and any other matter for which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Richard O'Dell, Sr.'s property

Additionally Reviewed By:
No additional reviews

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: David G. Shields, Assistant County Attorney
Ext. 5736

CONCUR: Antoine Khoury, P.E./Assistant County Engineer/Engineering Division 5-22-09

DATE: May 22, 2009

RE: Settlement Authorization
County Road 15
Parcel Nos. 126 and 126A; Richard O'Dell, Sr.
Seminole County v. O'Dell, et al.
Case No. 2007-CA-1455-13-K

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel No. 126A on the County Road 15 ("C15") road improvement project. The settlement also covers an inverse condemnation counterclaim in the case over an area designated as Parcel No. 126. The recommended settlement is at the total sum of $50,230.00 inclusive of all compensation to the owner, statutory attorney fees, statutory interest, resolution of the inverse condemnation counterclaim and any other matter for which Seminole County might be obligated to pay for the referenced parcel allocated as follows.

$40,000.00	Land value, improvements, severance and any other damages and statutory interest
$10,230.00	Statutory attorney's fee; and
$ 0.00	Costs
$50,230.00	Total

The property owner did not incur expert's fees or costs in his defense of this eminent domain action.

I. THE PROPERTY:

A. Location Data

The subject property is located along the east side of C15 (Monroe Road) south of Church Street in a portion of unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 651 Monroe Road, Sanford, FL 32771. A parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel No. 126A. The C15 road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The hearing on the eminent domain petitioner occurred on July 26, 2007 and the Order of Taking was entered August 2, 2007, with title vesting in Seminole County on August 14, 2007, the date of the good faith deposit in the amount of $5,800.00.

The subject property is encumbered with a reservation of right-of-way pursuant to a deed issued by the Trustees of the Internal Improvement Trust Fund of the State of Florida executed on October 13, 1941 and recorded on November 13, 1941 in the Public Records of Seminole County, Florida (the "TIITF Reservation"). The portion of the TIITF Reservation that the County used for road construction is designated as Parcel No. 126. The County did not obtain an order of taking or pay a good faith deposit for this parcel because of the TIITF Reservation. The owner brought an inverse condemnation counterclaim challenging the validity of the TIITF Reservation on Parcel No. 126.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 126A is 744 square feet in fee simple. Parcel No. 126 is 2,103 square feet. The acquisition of Parcel No. 126A and the utilization of Parcel No. 126 will leave a remainder of 29,300 square feet from a parent tract of 32,147 square feet. Parcel Nos. 126 and 126A together constitute a rectangular strip of land from the subject's frontage on County Road 15.

IV APPRAISED VALUES

The County's original report dated September 29, 2006, was prepared by Florida Realty Analysts, Inc., and reported full compensation to be $5,600.00. The updated report dated July 2, 2007, opines the value at $5,800.00.

The owner did not have an appraisal report prepared.

V BINDING OFFER/NEGOTIATION

The County's initial written offer was $9,000.00, exclusive of costs and fees. A subsequent Offer of Judgment was issued to the property owner on October 30, 2008 at the same initial written offer amount of $9,000.00. On February 19, 2009, the owner offered $65,000.00, exclusive of fees and costs. The County countered with $22,500.00, exclusive, followed by an owner offer of $50,000.00 exclusive, followed by a County offer of $30,000.00, exclusive. Thereafter, the parties settled on $40,000.00,

exclusive of fees and costs. As part of the settlement the County has agreed to release the part of the TIITF Reservation not utilized for C15, i.e., the part of the TIITF Reservation outside of Parcel No. 126 and the owner will dismiss the inverse condemnation counterclaim with prejudice.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals $10,230.00. The sum is statutorily computed based upon a settlement sum of $40,000.00 less a first written offer of $9,000.00 to produce a benefit of $31,000.00.

The owner did not incur any expert's fees or costs in his defense of this eminent domain action.

VII ANALYSIS/COST AVOIDANCE

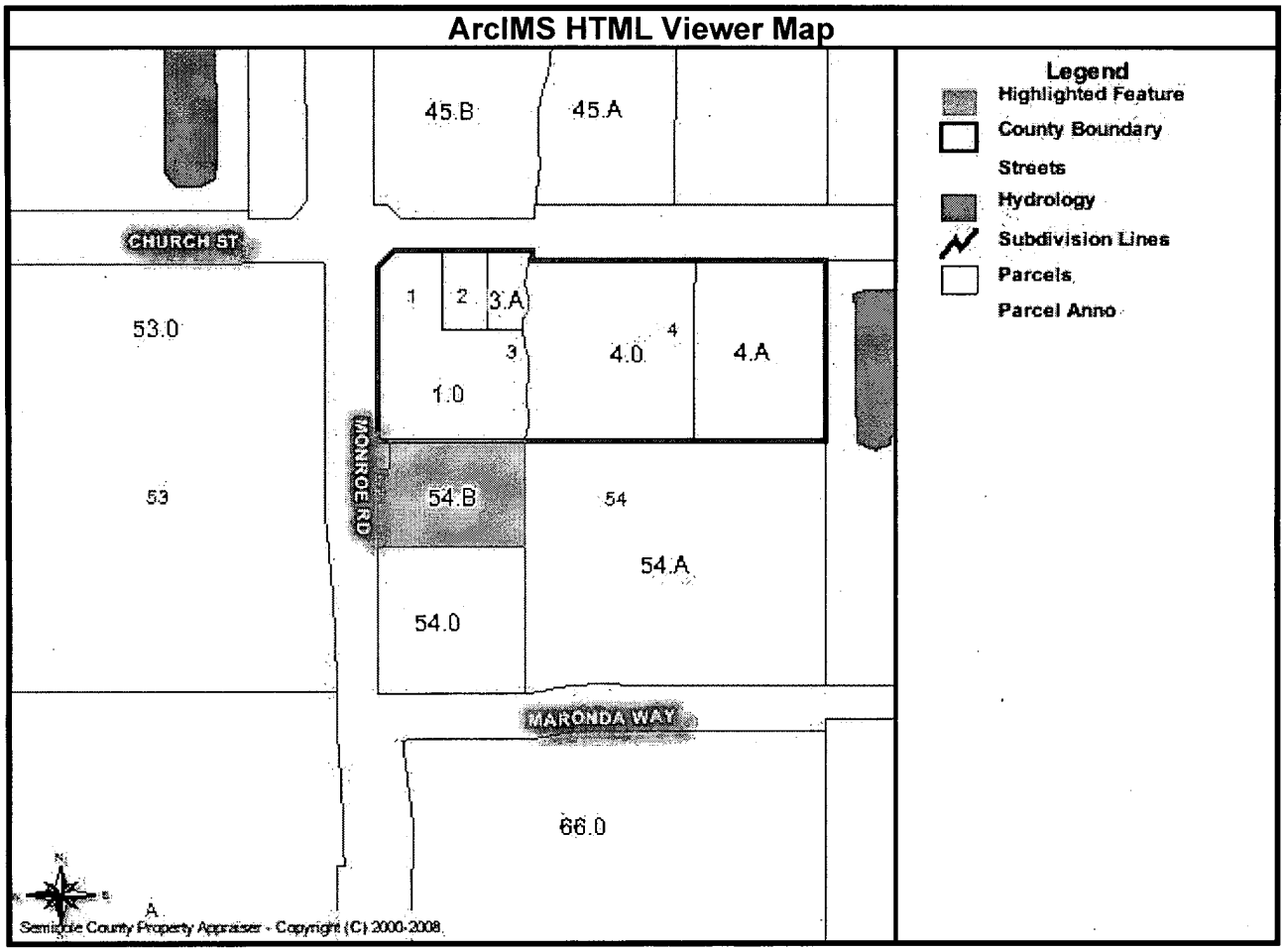
The owner did not obtain an appraiser which probably would have cost the County at least $20,000.00. If the matter went to trial, the County would probably have to pay its own appraiser at least another $5,000.00 - $7,000.00. The difference between the $9,000.00 binding written offer and the $40,000.00 settlement is $31,000.00. All but a few thousand dollars of this difference can therefore be justified by the probable appraisal costs avoided. The remaining difference can be attributed to the risk that the jury might agree to a higher land value as opined by an opposing appraiser. The County also avoided the risk of an adverse result on the inverse condemnation counterclaim. However remote that risk might be, an adverse ruling would not only result in more compensation to the owner, but payment of attorney fees on an hourly basis.

By this settlement, the County avoids all additional costs associated with litigation and any risk associated with continuing to litigate the inverse condemnation counterclaim.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of $50,230.00, inclusive of all compensation to the owner, statutory attorney fees, interest, resolution of the inverse condemnation counterclaim and any other matter for which Seminole County might be obligated to pay relating to this parcel.

DGS/dre
Two (2) Attachments:
Exhibit A - Location Map
Exhibit B – Sketch
P:\Users\Dedge\My Documents\Mem\Agenda Item C15 O'dell 126 Settlement.Doc


ArcIMS HTML Viewer Map
Legend
Highlighted Feature
County Boundary
Streets
Hydrology
Subdivision Lines
Parcels
Parcel Anno
45.B
45.A
CHURCH ST
53.0
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MONROE RD
53
54.B
54
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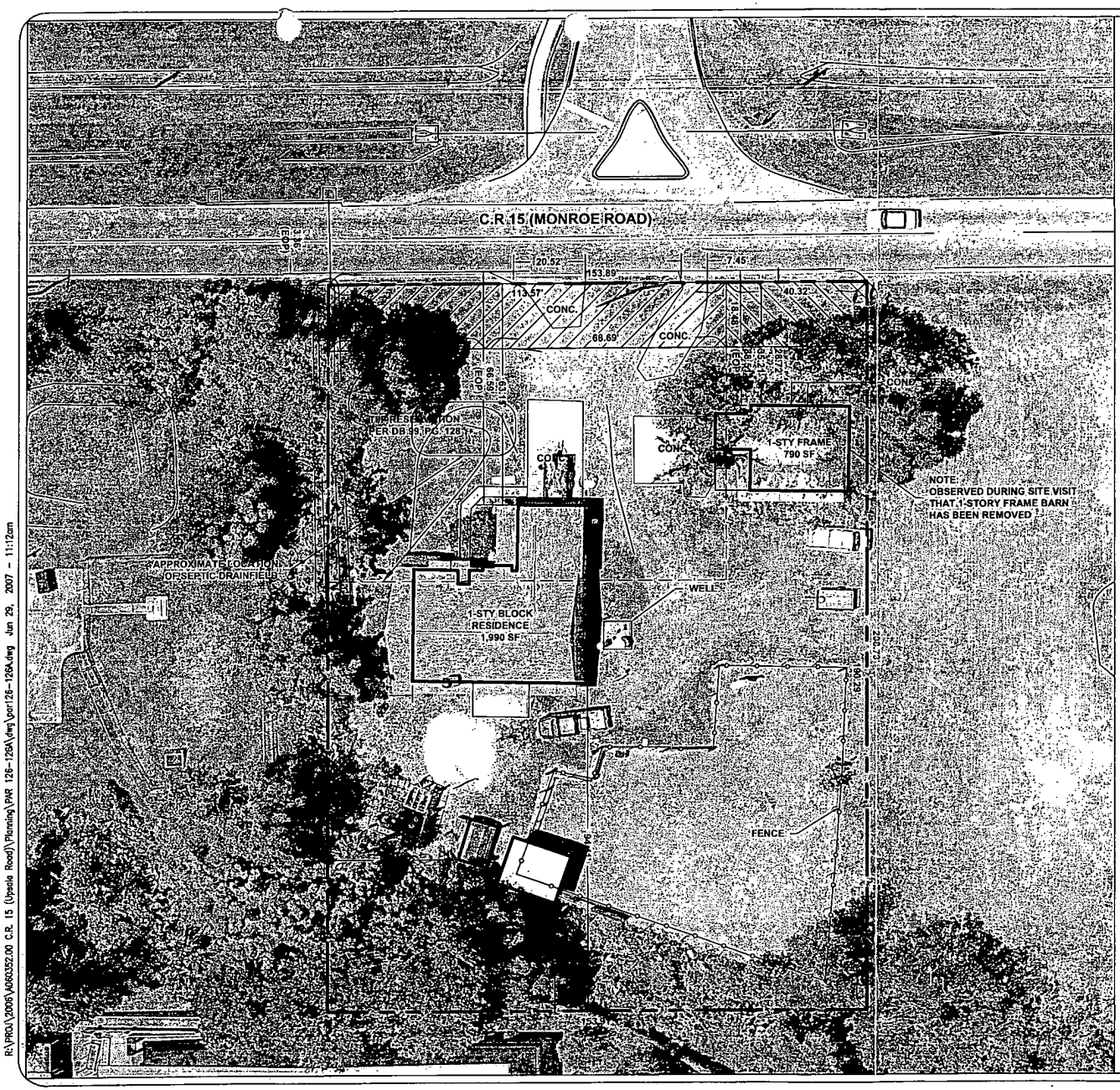
54.0
MARONDA WAY
66.0
Seminole County Property Appraiser - Copyright (C) 2000-2008

EXHIBIT A

EXHIBIT B



15 0 15 30
scale feet

PARENT TRACT	0.738 AC
AREA OF TAKE - PARCEL 126	2,103 SF
AREA OF TAKE - PARCEL 126A	744 SF
AREA OF TIIF	7,545 SF
REMAINDER TRACT	0.673 AC
PROPERTY LINE	
TIIF BOUNDARY	
PARCEL 126	
PARCEL 126A	

1	PER SITE VISIT	PHP	06/29/07

SCALE: AS SHOWN
DRAWN: PHP APPROVED: JMS
CHECKED: DGO APP. DATE: 9/10/06

PARENT TRACT : WITH TAKING SHOWN

PARCEL 126/126A
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8398

SHEET: 2
PROJECT NUMBER: A060352.00
FILE NAME: par126-126A.dwg

R:\PROJ\2006\A060352.00 C.R. 15 (Upside Road)\Planning\PAR 126-126A\dwg\par126-126A.dwg Jun 29, 2007 - 11:12am

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

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

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 April 27, May 26 and June 1, 2009; and Payroll Approval List dated May 28, 2009; approval of Destruction of Records List; approval of BCC Minutes dated May 21, 2009; Clerk's "Received and Filed" - for information only; Clerk's Briefing.

County-wide Dave Godwin

BACKGROUND:
Clerk's Report - 6/23/09 attached.

ATTACHMENTS:

1. Clerk's Report 06-23-09

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: **Expenditure & Payroll Approval Lists, Destruction List; BCC Minutes, Clerk's Received and Filed , and Clerk's Briefing**

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 06-23-2009 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of Destruction of Records List
Approval of BCC Minutes

BACKGROUND:

1. Expenditure Approval Lists dated April 27, May 26 and June 1, 2009; and Payroll Approval List dated May 28, 2009

2. Lists of records, as identified, for destruction

3. BCC Minutes dated May 21, 2009

4. Clerk's "Received and Filed" - for information only

5. Clerk's Briefing

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
CLERK'S BRIEFING
JUNE 23, 2009

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated May 26 and June 1, 2009; and Payroll Approval List dated May 28, 2009, presented.

ACTION REQUESTED: Motion approving same.

B. DESTRUCTION OF RECORDS

Lists (attached) of County/Clerk's Finance records to be destroyed as identified.

ACTION REQUESTED: Motion authorizing same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated May 21, 2009.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Performance Bond in the amount of $61,122 for the Island Club.

2. Amendment #2 to Work Order #25 for PS-1529-06.

3. Letter from Casselberry City Clerk Donna G. Gardner to Clerk of the Circuit Court Maryanne Morse regarding Annexation Ordinances adopted by the City.

4. Extension of Letter of Credit #31 99142/AR45 in the amount of $14,300 for Tusca Place.

5. Parks Contract for Services with Peter Velazquez.

6. Term Contract RFP-600223-07 with Badger Meter, Inc.

7. Mutual General Release regarding Southland Construction vs. FDOT per Settlement Agreement approved on April 28, 2009.

8. Change Order #3 to CC-2059-07.

9. Change Order #1 to Work Order #1 for CC-2183-07.

10. Closeout of CC-3949-08.

11. Change Order #6 to CC-3112-08.

12. Change Order #2 to CC-3077-08.

13. Work Order #27 to CC-1741-07.

14. Change Order #1 to Work Order #15 for CC-2190-07.

15. Administrative Addendum #1 to Wharton-Smith Properties PCD.

16. Amendments #2 to CC-1220-03 with Rexel Mader and TLC Diversified.

17. Work Orders #28 and #29 to PS-1501-06.

18. Amendment #2 to Work Order #36 for RFP-0225-05.

19. Term Contract RFP-600409-08 with Vector Disease Control, Inc.

20. Work Order #120 to PS-5165-04.

21. RFP-600615-09 Agreement with The Balmoral Group.

22. Seminole County Government Fiscal Performance Report for FY 2007/08.

23. Work Order #40 to CC-1075-06.

24. Copy of Order Suspending Tariffs from the Florida Public Service Commission regarding dockets for

Florida Public Utilities Company; Progress Energy Florida; Gulf Power Company; Tampa Electric Company and Florida Power & Light Company.

25. Copy of letter from Attorney Floyd R. Self (on behalf of Florida Gas Transmission Company, LLC) to Ann Cole, Florida Public Service Commission, regarding Docket No. 090172-EI, Petition to determine need for Florida EnergySecure Pipeline by Florida Power & Light Company.

26. Change Order #5 to CC-2702-07.

27. Work Order #122 to PS-5165-04.

28. Closeout of Work Order #1 to CC-2183-07.

29. Closeout of CC-2213-07.

30. Closeout of CC-2396-07.

31. Copy of e-mails dated May 28 and 29 and June 1 and 2, 2009, from Bruce McMenemy to Janet Davis and Cindy Coto and to Bruce McMenemy from Cindy Coto regarding severance payments for employees laid off.

32. Work Order #92 to PS-5150-03.

33. Work Order #76 to CC-1220-03.

34. Copy of memorandum to the BCC from Bruce McMenemy, Chief Deputy, CCC, regarding Lovett Silverman update.

35. Amendment #2 to Work Order #10 for PS-1020-05.

36. Fourth Amendment to IFB-600172-07, Absolute Sparkle.

37. Change Order #1 to Work Order #4 for CC-2184-07.

38. Change Order #2 to Work Order #7 for CC-2184-07.

39. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement with Boxley Enterprises, Inc.

40. Development Orders for the following: Primrose School - Sanford, 5700 S. Sylvan Lake Drive; Matthew Lavin, 2000 Tatra Street; Francisco Torregrosa, 200 Wekiva Park Drive; Margarita Borrero Vicente, 210 Wekiva Park Drive; Alexis Rodriguez, 2863 Bermuda Avenue; and Robin D. & William R. Porter, 1129 Dove Lane.

41. Original, executed Revenue Agreement between Seminole County and the University of Florida Board of Trustees for the Florida Yards & Neighborhood Program, as approved by the BCC on November 18, 2008.

42. Bids as follows: IFB-600672-09; RFP-600650-09; #600696-09; CC-4336-09; PS-4388-09; IFB-600673-09; RFP-600674-09; #600642-09; two CD's of Solicitation Files for CC-3464-08 and CC-4082-08; #600642-09 and #600677-09.

III. **CLERK'S BRIEFING**

RECORDS DESTRUCTION LIST

COUNTY FINANCE 02/03

NAME NON-FILMED	YEAR(S)	BOXES
Annual Awards, Gift cards, etc.	97,00,01	0.20
FY 01 Fund Recon w/ J E	2001	0.33
FY 01 Reports	2001	0.33
FY 01 WC Rate Study	2001	0.33
J E FY	2000	0.53
Month End Reports	2000	2
Payroll Reports 02/03	10/01 - 9/02	19
PPE FY	10/00 - 12/15/01	34
Soe Payroll Awards	97 - 01	2.33
Soe Payroll FRS	2000	0.20
Special Fire Payroll Run	8/5/00	0.20
Special Pay	00/01	0.20
Timesheets	10/7/00 - 9/8/01	10
Timesheets	10/20/01 - 9/02	13
W2 Edit List	1999	0.20
FILMED		
5 YR Work Plans FDOT	1970 - 1992	2
Deeds	1995 - 2002	1
Drainage & Utility Easements	1994 - 2002	1
Exclusive Access Easements	1987 - 2002	1
Filmed Bids	1/4 - 9/25/07	9
Vab's	2006	8
Weekly Files	7/24/07 - 9/25/07	7
Total Boxes		111.85

RECORDS DESTRUCTION LIST

CLERK'S FINANCE

NAME	YEAR(S)	BOXES
Appeals	98/99	0.33
Audit Update Reports	4/03 - 9/03	2
Bank Statements	10/02 - 9/03	7
Bank Transmission Files	01/02	
Cancelled Direct Deposits thru 12/02	01/02	
Cash Supersedes Bonds-Balance Account Sheets	5/94 - 7/97	0.25
Check Copies	02/03	5
Check Run Reports	10/02 - 9/03	10
Check Stubs and Copies	94-95, 96-97	0.33
Clerk's Payroll Timesheets	12/30/01- 9/27/02	2
Direct Deposit Changes	01/02	1
Doc Stamps	01/02	
Domestic/CA Audit Trail	01/02	1
End of Day Reports	2002	1
General Court Work	10/93 - 9/02	0.50
General Court Work Payments	87/88 - 01/02	0.50
Info Sheets	94/98	0.33
Interest Distribution	9/02 - 3/03	2
Invoices to Co Copies	96/97 - 00/01	0.50
JE Activity Reports	10/01- 9/02	1
JE Activity Reports	10/02 - 9/03	3
JE Activity Reports Domestic Relations	3-Feb	2
JE Pentamation Office Supplies/Postage	10/02 - 3/03	3
JE Post Reports	4/03 - 9/03	0.50
Obsolete Bank at Work Program	01/02	
Payroll & Accounts Payable Checks	01/02	1
Payroll Authorization Signature Reports	2002	
Payroll Change Sheets	01/02	
Payroll Post Reports	4/03 - 9/03	0.50
Personnel Reports Jan - June	2002	
Personnel Reports July - Dec	2002	
Register Audit	9/02 - 9/30/03	34
Reva	9/02 - 9/03	20
Satisfied Reimbursements	89/90 - 93/94	0.25
Sun Bank Interest	91/92-94/95	0.25
Travel Copies, Employees	95/96	0.25
US Savings Bonds, Serial Numbers from	9/11/92 - 12/29/00	
Witness Payroll	10/02-9/03	1
Total Boxes		110.49

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Department of Children and Families, Child Protective Services Budget Amendment Request

DEPARTMENT: Sheriff's Office **DIVISION:**

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

MOTION/RECOMMENDATION:
Approval of the attached Budget Amendment Request, recognizing $63,136.00 in additional FY 2008/09 DCF, Child Protective Services revenues and correspondingly increasing the Sheriff's FY 2008/09 operating budget by an equivalent amount.

County-wide Penny J. Fleming

BACKGROUND:
By Executive Order the Department of Children and Families implemented a fourth quarter FY08-09 General Revenue 4% fund hold back. As a result, the Sheriffs Office did not appropriate $63,136 of anticipated revenues from the DCF, Child Protective Services grant in its FY08/09 budget. On April 28, 2009 per Executive Order, the State released the funds in recognition that the anticipated General Revenue deficit for FY08-09 has been resolved. The Sheriff's Office requests that the $63,136 in additional revenues be appropriated to the Sheriff's Office FY08/09 budget for the use in funding the Child Protective Services program.

ATTACHMENTS:

1. BAR 09-53

Additionally Reviewed By:

- ☑ Budget Review (Karen Hufman, Lisa Spriggs)
- ☑ Revenue Review (Cecilia Monti, Lisa Spriggs)

2009-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Sheriff's Office**
Fund(s): General Fund FY08/09

PURPOSE: Appropriate additional funding for Child Protective Services program.

FS Recommendation	
K Hufman	05/05/09
Analyst	Date
Budget Mgr	Date
Director	Date
09-53	
BAR	Date

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
00100-334221		Sheriff-State Grants	63,136
Total Sources			**63,136**

Uses:

Account Number	Project #	Account Title	Amount
00100-021000-590963.220		Sheriff's – Personal Svc.	63,136
Total Uses			**63,136**

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:_____
Robert Dallari
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Contribution to Florida Missing Children's Clearing House Advisory Board

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 the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board.

County-wide Penny J. Fleming

BACKGROUND:
The Missing Children Clearing House Advisory Board, a component of the Florida Department of Law Enforcement (FDLE) helps highlight the plight of missing children by sponsoring an annual Florida Missing Children Day, which was enacted by the Florida Legislature in 1999. The annual ceremony, which this year will be held on September 14, 2009 in Tallahassee, will be attended by Governor Crist, governmental dignitaries from throughout Florida, law enforcement officials and hundreds of parents and children. The Sheriff's Office desires to contribute $500 to The FDLE's Missing Children Clearing House Advisory Board to assist them in planning and funding this very worthwhile event.

This request complies with Chapter 932.7055(5)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $45,142.73.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure – Contribution to the Boy Scouts

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 expend $20,000.00 from the Law Enforcement Trust Fund to provide for a contribution to the Central Florida Council, Boy Scouts of America.

County-wide Penny J. Fleming

BACKGROUND:

The Central Florida Council, Boy Scouts of America presently serves approximately 4,000 youth in Seminole County. A key goal of the Boy Scouts is to provide unique personal growth opportunities to an ever-increasing number of youth, helping them mature into positive, self-reliant adults. One of the most urgent missions of the Central Florida Council is to provide at-risk youth with a quality scouting program. These youth need the guidance and positive role models inherent in the scouting program in order to accomplish their goals, realize their potential and establish a firm foundation for a positive life style. The Central Florida Council will be working with Sanford City Commissioner Velma Williams to begin scouting programs at African-American churches in the upcoming year.

The Sheriff's Office is a strong supporter of community based youth programs such as those provided by the Boy Scouts and therefore desires to contribute $20,000 in Law Enforcement Trust Fund monies to the Central Florida Council, Boy Scouts of America.

This request complies with Chapter 932.7055(5)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $44,642.73.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appropriation of Revenues and Expenses, FY 09 Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program

DEPARTMENT: Sheriff's Office **DIVISION:**

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

MOTION/RECOMMENDATION:
Approval of Budget Amendment Request (BAR) #09-73, recognizing $33,779.00 in additional FY 2008/09 JAG revenues and correspondingly increasing the Sheriff's FY 2008/09 budget by an equivalent amount.

County-wide Penny J. Fleming

BACKGROUND:

On 4/14/09, the Board approved the Sheriff's Office submittal of a grant application for the FY 09 Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program. The JAG program funds can be utilized for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

The grant application was approved and the Seminole County Sheriff's Office has been awarded $259,567 to be utilized from 8/1/09 to 9/30/12. The Sheriff's Office plans to utilize the funds for a School Resource Deputy to be assigned to the Seminole County Public Schools' District Alternative School site, Journeys Academy, beginning August 2009.

The Sheriff's Office is requesting approval of the attached budget amendment recognizing $33,779 in additional FY 2008/09 JAG revenues and correspondingly increasing the Sheriff's FY 2008/09 budget by an equivalent amount. The funding related to the period from 10/1/09 – 9/30/10 was included in the Sheriff's FY 2009/10 budget submittal.

ATTACHMENTS:

1. JAG-SRD-BAR

Additionally Reviewed By:

- ☑ Budget Review (Karen Hufman, Lisa Spriggs)
- ☑ Revenue Review (Cecilia Monti, Lisa Spriggs)

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Analyst	Date
Budget Manager	Date
Director	Date
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department: Sheriff's Office

SUBJECT: **Budget Amendment Resolution**
Department: Sheriff's Office
Fund(s): General Funds

PURPOSE: Appropriate funds for the FY09 Recovery Act - Edward Byrne Memorial/Justice Assistance Grant Program

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
00100.33422100		Sheriff's Office – Federal Grants	33,779
Total Sources			**$ 33,779**

Uses:

Account Number	Project #	Account Title	Amount
00100-021000-590963.220		Personal Svc	10,886
00100-021000-590963.221		Operating Exp	
00100-021000-590963.222		Capital	22,893
Total Uses			**$33,779**

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: FY 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

DEPARTMENT: Sheriff's Office **DIVISION:**

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

MOTION/RECOMMENDATION:
Board approval for the Sheriffs Office to execute and submit grant application to the US Department of Justice, FY 2009 Edward Byrne Memorial/Justice Assistance Grant (JAG) program and authorize the Sheriff to sign future documents relating to the grant.

County-wide Penny J. Fleming

BACKGROUND:

Seminole County has tentatively been approved to receive funds from the FY 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation.

The tentative amount of the grant allocation is $63,080 with no required match. The Sheriff's Office plans to utilize these funds to enter into a contract with UCF College of Criminal Justice to conduct a research project on our juvenile program efficiencies and recidivism. The project would perform a longitudinal study that would make a comparison of the programs being used by our juveniles for the past five to seven years and make some determinations as to the effectiveness of the programming and the likelihood of successful termination from probation or conditional release. The study would also look for factors that may suggest recidivism.

One of the basic ways we can advance our knowledge of juvenile justice programs and methods is through evaluation. Assessments of our programs would be of great assistance to us in determining where to target our scarce resources so that we implement more effective juvenile justice practices to reduce delinquency.

Additionally Reviewed By:
☑ Grant Review (Jennifer Bero, Lisa Spriggs)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2010 U.S. Decennial Census Complete Count Committee

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tony Matthews **EXT:** 7936

MOTION/RECOMMENDATION:
1. Adopt and authorize the Chairman to execute a Resolution creating the 2010 U.S. Decennial Census Complete Count Committee, with staff findings; or

2. Deny a resolution creating the 2010 U.S. Decennial Census Complete Count Committee, or

3. Continue this item to a time and date certain.

County-wide Tony Matthews

BACKGROUND:
Article 1, Section 2 of the U.S. Constitution mandates a census every 10 years of the population of the United States. The next Decennial Census is April 1, 2010. The Census Bureau must submit state population totals to the President of the United States by December 31, 2010.

To increase the response rate, and to ensure an accurate and efficient Census count in 2010, the Census Bureau is encouraging local government partnership opportunities via creation of "Complete Count Committees" (CCC). A CCC is a *volunteer committee* that:

- Consists of community leaders who represent faith-based groups, schools, businesses, governments, cultural-ethnic groups, and media, etc.;
- Is responsible for creating awareness and improved return rate to the 2010 Census;
- Will prepare and implement a Census Awareness Strategy Plan;
- May seek donations from interested parties to support CCC efforts; and
- Remains active through September 30, 2010.

Benefits to County Participation in CCC:

- Increased response rate from the 70% rate in 2000;
- Accurate population count ensures that the County maintains (or increases) eligibility for a number of federal and state grant programs that are based on population counts, such as neighborhood improvements, public health, education, transportation, and planning, etc.;
- Accurate population count ensures that the County maintains eligibility for status as a "dense urban area" under Chapter 163, Florida Statutes (Growth Management Act)

provisions adopted during the 2009 Legislative session;

- Census population figures are the "starting point" for many required federal and state planning and programming requirements. If a community does not believe that the Census accurately reflects population count, it is the community that must pay for a Census update;
- Overall total population counts throughout the region may enable Central Florida to qualify for additional representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts;
- Collection of numerous important data about Seminole County essential to many planning and development related decisions;
- Drawing on local knowledge, expertise, and influence to design and implement a Census awareness plan targeted to Seminole County;
- Planning and implementing a strategy plan involving various activities and materials to achieve CCC goals; and
- Free technical assistance and training provided by the Census Bureau.

Role of the Board of County Commissioners in CCC efforts:

- Provision for in-kind services, such as printing and mailing costs, where not contributed through the various Interest Groups;
- Adoption of a resolution creating the CCC;
- Appointment of a resident from the community to chair the CCC;
- Appointment of residents from the community to recommended Interest Group(s), if desired [see recommended groups on enclosed flow chart, or recommend other group (s)];
- Optional attendance at a "meet and greet" with the CCC, Mayors of Municipalities, and Census Bureau representatives;
- Adoption of a resolution in January 2010 proclaiming "Census Awareness Days"; and
- Provide temporary workspace for CCC workers/materials, if requested.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chairman to execute a Resolution creating a 2010 Decennial Census Complete Count Committee, with staff findings.

ATTACHMENTS:

1. Resolution
2. Roles and Responsibilities

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

RESOLUTION NO. 2009-R-_____ SEMINOLE COUNTY, FLORIDA

RESOLUTION CREATING THE 2010 U.S. DECENNIAL CENSUS COMPLETE COUNT COMMITTEE, BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, JUNE 23, 2009.

WHEREAS, Article 1, Section 2 of the U.S. Constitution mandates a census every 10 years of the population of the United States; and

WHEREAS, the U.S. Census Bureau will conduct the 2010 Decennial Census on April 1, 2010; and

WHEREAS, the U.S. Census Bureau must submit state population totals to the President of the United States by December 31, 2010; and

WHEREAS, the Board of County Commissioners has authority granted by the U.S. Census Bureau to create a government-sponsored Complete Count Committee; and

WHEREAS, an accurate and complete Census count is vital as population numbers directly relate to:

a. Maintaining or increasing eligibility for a number of federal and state grant programs that are based on population counts, such as neighborhood improvements, public health, education, transportation, and planning, etc.;
b. Representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts;
c. Numerous important data about Seminole County essential to many planning and development related decisions;
d. Eligibility for status as a "dense urban area" under Chapter 163, Florida Statutes (Growth Management Act) provisions adopted during the 2009 Legislative session;
e. Enabling Central Florida to qualify for additional representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts; and

WHEREAS, the U.S. Census Bureau encourages local governments to create a volunteer Complete Count Committee to assist the Bureau in creating awareness, achieving broad participation, creating an accurate population count, and improving the response rate to the 2010 Census.

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

The Board of County Commissioners creates the 2010 U.S. Decennial Census Complete Count Committee, wherein the following directives shall apply:

Section 1. The Board of County Commissioners shall appoint a resident of Seminole County to serve as chairperson to the Committee.

Section 2. The chairperson shall serve as liaison between the Committee and the U.S. Census Bureau.

Section 3. The Board of County Commissioners shall choose Interest Group(s) to the Committee.

Section 4. The Board of County Commissioners shall recommend residents of Seminole County to serve on the Interest Group(s), or may direct the Committee Chairman to recruit residents to serve on various Group(s).

Section 5. The Committee shall prepare and implement a "Census Awareness Strategy Plan" to create awareness, achieve broad participation, create an accurate population count, and improve the response rate to the 2010 Decennial Census.

Section 6. The Committee may seek donations from interested parties to support Committee efforts.

Section 7. Members of the Committee and Interest Group(s) shall serve on a voluntary basis, and shall serve through September 30, 2010.

Section 8. The Board of County Commissioners shall adopt a resolution in January 2010 proclaiming "Census Awareness Days".

ADOPTED THIS 23rd day of June 2009

ATTEST:

By: _____
MARYANNE MORSE
CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY FLORIDA

By: _____
BOB DALLARI
CHAIRMAN

2010 U.S. Decennial Census Complete Count Committee
Roles and Responsibilities

What is a Complete Count Committee?

- To increase the response rate, and to ensure an accurate and efficient Census count in 2010, the Census Bureau is encouraging local government partnership opportunities via creation of "Complete Count Committees" (**CCC**). A **CCC** is a *volunteer committee* that:
  - Consists of community leaders who represent faith-based groups, schools, businesses, governments, cultural-ethnic groups, and media, etc.;
  - Is responsible for creating awareness and improved return rate to the 2010 Census;
  - Will prepare and implement a Census Awareness Strategy Plan;
  - May seek donations from interested parties to support **CCC** efforts; and
  - Remain active through September 30, 2010.

Why is a Complete Count Committee Important?

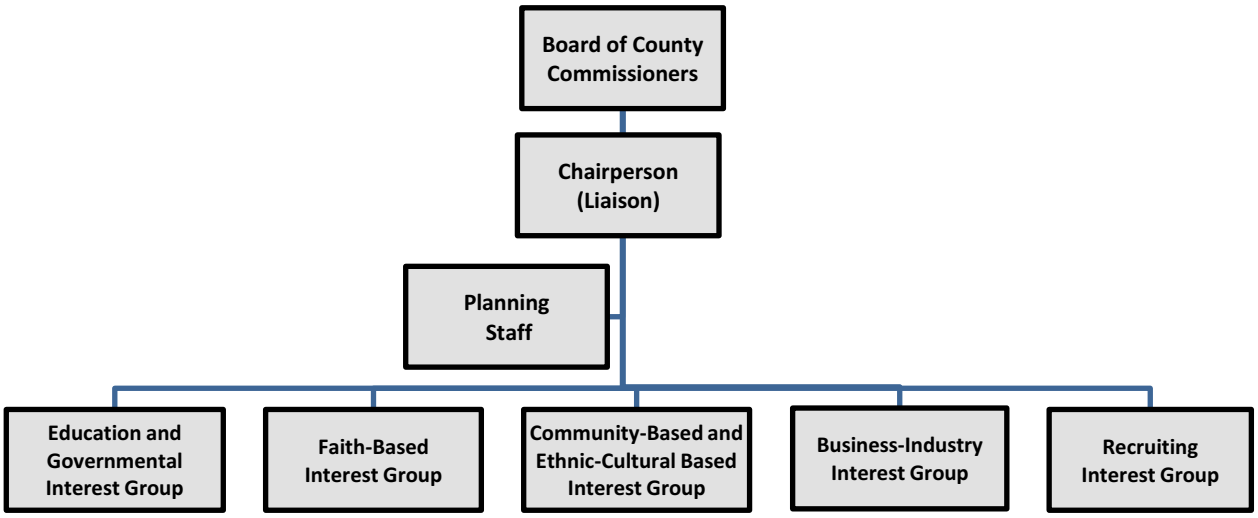
- **CCCs** serve an essential role in increasing the response rate to questionnaires by creating awareness of the Census. Ensuring an accurate and complete Census count is vital as population numbers directly relate to:
  - Maintaining or increasing eligibility for a number of federal and state grant programs that are based on population counts, such as neighborhood improvements, public health, education, transportation, and planning, etc.;
  - Representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts;
  - Numerous important data about Seminole County essential to many planning and development related decisions;
  - Eligibility for status as a "dense urban area" under Chapter 163, Florida Statutes (Growth Management Act) provisions adopted during the 2009 Legislative session; and
  - Enabling Central Florida to qualify for additional representation in the U.S. House of Representatives; additional representation at the federal, state, and local levels; and provide data for redrawing of state legislative districts.

What are Some Highlights of the 2010 Census?

- Article I, Section 2 of the U.S. Constitution mandates a census every 10 years of the population of the United States. The U.S. Census Bureau will conduct the next decennial census on April 1, 2010. Key dates include:
  - **Fall 2009 -** Census Bureau begins recruitment for Census takers
  - **February-March 2010 -** Census questionnaires mailed or delivered to households
  - ***APRIL 1, 2010 - CENSUS DAY***
  - **April–July 2010 -** Census takers visit households that did not return questionnaire by mail
  - **July-September 2010 - CCC** completes its responsibilities
  - **December 31, 2010 -** Census Bureau submits state population totals to the President of the United States

*Note: In 2000, the County achieved a 70% Census Response Rate; **CCC** efforts should result in an increased response rate in 2010.

Complete Count Committee Interest Groups*



- **Education and Governmental Interest Group -** Facilitates Census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use "Census in Schools" materials; assists in all activities between the Census Bureau and the local government, such as participation in Decennial Census geography programs, free space for Questionnaire Assistance Centers, and identifying other resources for **CCC** activities.
- **Faith-Based Interest Group -** Creates and coordinates activities and materials that can be used by any local faith-based institution in the promotion of Census awareness and participation.
- **Community-Based and Cultural-Ethnic Based Interest Group -** Collaborates with community organizations to inform residents of the importance of participating in the Census and the benefits derived from Census data; outreaches to minorities, non-English speaking residents, the homeless, and senior adults to encourage awareness of and participation in the 2010 Census.
- **Business and Industry Interest Group -** Creates and coordinates activities that involve businesses in Census awareness, such as distribution of Census information and messages on packaging, and the inclusion of the Census logo and message on sales promotion materials.
- **Recruiting Interest Group -** Disseminates information about Census job openings for the 2010 Census. Information will include the number of jobs available, types of jobs available, and the locations of testing and training sites.

*These Groups represent samples from other jurisdictions across America. The Board may choose to add to or delete from these proposed Groups, such as the addition of a "Rural Area Interest Group", if desired.

Source: Creation of a Complete Count Committee is based on recommendations supplied by the U.S. Census Bureau.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to advertise and set public hearings for amendments to the Land Development Code, establishing a Mixed Development District and a Planned Development District

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Jeff Hopper **EXT:** 7377

MOTION/RECOMMENDATION:

1. Authorize the Planning & Development Director to advertise and set public hearings for amendments to the Land Development Code of Seminole County establishing a Mixed Development (MXD) District and a Planned Development (PD) District; or

2. Continue this item to a date and time certain.

County-wide Jeff Hopper

BACKGROUND:

The attached ordinance will amend the Land Development Code to make changes that implement provisions of the recently adopted Comprehensive Plan, as well as simplifying the process of reviewing and approving development.

The Future Land Use Element of the Seminole County Comprehensive Plan, adopted in December 2008, established a Mixed Development future land use designation. This designation has been assigned to properties in unincorporated areas within the US 17-92 corridor, although it may be granted in the future in other areas upon application by property owners. The Mixed Development designation is intended to encourage new types of projects which bring different uses, such as residential, office, and commercial, together within the same development site. This concept is expected to create benefits such as employment centers in proximity to homes; pedestrian-friendly, "walkable" communities with convenient access to mass transit; reduced auto traffic on major thoroughfares; and new investment in areas that are not currently reaching their economic potential.

The attached ordinance implements these ideas through new regulations that set forth development criteria for mixed use projects and establish a review process that includes concept plan approval by the Board of County Commissioners. It would also enact incentives for mixed-use developers in the form of increased floor areas and building heights; these are required by the new Comprehensive Plan.

Besides creating a Mixed Development zoning district, the ordinance revises existing sections of the Code and adds new ones in a framework of supporting regulations that relate directly to MXD, but also to other types of development. These include changes relating to parking, landscaping, open space, and crime prevention.

Also included in the attached ordinance is a unified Planned Development (PD) district which replaces the existing Planned Commercial Development (PCD) and Planned Unit Development (PUD) districts. The proposed new regulations have two basic purposes. One is to clarify the County's intention that planned developments, in return for enjoying flexibility under the Code, should be innovative projects that provide greater public benefits than could be achieved with conventional zoning. The other is to modify the approval process to evaluate the most critical design and compatibility issues at an earlier stage where such concerns can be fully addressed through public hearings.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Planning & Development Director to advertise and set public hearings for amendments to the Land Development Code of Seminole County establishing a Mixed Development (MXD) District and a Planned Development (PD) District.

ATTACHMENTS:

1. Ordinance
2. Economic Impact Statement
3. Property Rights Statement

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

ORDINANCE NO. 2009- ____ SEMINOLE COUNTY, FLORIDA

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, FLORIDA; AMENDING CHAPTER 2, SECTION 2.3 BY ADDING DEFINITIONS FOR AREA MEDIAN INCOME, INFILL DEVELOPMENT, MIXED DEVELOPMENT, REDEVELOPMENT, WORKFORCE HOUSING, AND ZERO LOT LINE HOUSE; DELETING THE DEFINITIONS FOR PASSIVE EDGE AND PRELIMINARY MASTER PLAN; AMENDING CHAPTER 2, SECTION 2.3 BY REVISING DEFINITIONS FOR FINAL DEVELOPMENT ORDER, FINAL MASTER PLAN, GROSS ACREAGE, PLANNED UNIT DEVELOPMENT, AND PRELIMINARY DEVELOPMENT ORDER TO CORRECT TERMINOLOGY RELATED TO ADOPTION OF A "PLANNED DEVELOPMENT" DISTRICT; AMENDING CHAPTER 10, CONCURRENCY MANAGEMENT, BY REVISING SECTION 10.5 TO DELETE A REFERENCE TO THE PCD DISTRICT, AND REPLACE A REFERENCE TO "PUD" WITH "PD"; AMENDING CHAPTER 30, ZONING REGULATIONS, SECTION 30.21, TO DELETE A REFERENCE TO THE PCD DISTRICT, REPLACE A REFERENCE TO "PUD" WITH "PD, AND ADD A REFERENCE TO MIXED DEVELOPMENT DISTRICT (MXD); AMENDING SECTION 30.22(a), TO REPLACE A REFERENCE TO "PUD" WITH "PD, AND ADD A REFERENCE TO MIXED DEVELOPMENT DISTRICT (MXD); AMENDING SECTION 30.22(b) TO ADD MIXED DEVELOPMENT DISTRICT (MXD) AND PLANNED DEVELOPMENT DISTRICT (PD); AMENDING SECTION 30.246(b) TO DELETE REFERENCES TO ACTIVE/PASSIVE BUFFERS AND ADD A REFERENCE TO PART 67, CHAPTER 30; AMENDING SECTION 30.247 TO DELETE LANDSCAPING AND BUFFER REQUIREMENTS IN R-3 AND R-3A AND ADD A REFERENCE TO PART 67, CHAPTER 30; REPEALINGSECTION 30.267, "SETBACK AND BUFFER REQUIREMENTS ADJACENT TO RESIDENTIAL" IN R-4; AMENDING SECTION 30.268 TO DELETE LANDSCAPING AND BUFFER REQUIREMENTS IN R-4 AND ADD A REFERENCE TO PART 67, CHAPTER 30; AMENDING SECTIONS 30.441-30.454 TO RENAME THE "PLANNED UNIT DEVELOPMENT" DISTRICT AS "PLANNED DEVELOPMENT" DISTRICT, REVISING ALLOWABLE USES AND REVIEW/APPROVAL PROCESSES FOR SUCH DEVELOPMENTS; REPEALING SECTIONS 30.461-30.469, "PLANNED COMMERCIAL DEVELOPMENT" DISTRICT; AMENDING SECTION 30.546 TO DELETE REFERENCES TO SETBACKS AND ACTIVE/PASSIVE BUFFERS IN UC DISTRICT, AND ADD A REFERENCE TO PART 67, CHAPTER 30; AMENDING SECTION 30.666 TO DELETE RESIDENTIAL SETBACK STANDARDS IN OP, ADDING A REFERENCE TO PART 67, CHAPTER 30; AMENDING SECTIONS 30.703, 30.708, 30.709, 30.724, 30.728, 30.729, 30.747, 30.748, 30.767, 30.768, 30.787, 30.788, 30.867, 30.886, 30.907, 30.1076, AND 30.1144 TO DELETE REFERENCES TO ACTIVE/PASSIVE BUFFERS, ADDING REFERENCES TO PART 67, CHAPTER 30; AMENDING SECTION 30.710, 30.730, 30.749, 30.769, 30.868, 30.887 TO DELETE A REFERENCE TO SECTION 1226, AND ADD A REFERENCE TO PART 67, CHAPTER 30; CREATING PART 43, SECTIONS 30.801-30.807, "MXD MIXED DEVELOPMENT DISTRICT"; AMENDING SECTION 30.907(a) TO DELETE A REFERENCE TO THE LANDSCAPE REQUIREMENTS OF SECTIONS 30.1226-30.1231 AND ADD A REFERENCE TO PART 67, CHAPTER 30; DELETING SECTION 30.907(f); AMENDING SECTION 30.1111(c) AND (d), 30.1204(b), 30.1222(d), 30.1359, 30.1363(g), 30.1364(a)(3), 35.43(c)(6)(E)(v) TO REVISE "PLANNED UNIT DEVELOPMENT" ,"PUD" OR"PLANNED COMMERCIAL DEVELOPMENT", "PCD" REFERENCES TO "PLANNED DEVELOPMENT" OR "PD"; AMENDING SECTION 30.1221 TO RENUMBER THE EXISTING SECTION AS PARAGRAPH (a), ADDING A SECTION (b) TO ADDRESS MOTORCYCLE PARKING; REPEALING SECTIONS 30.1226-

30.1232; CREATING SECTION 30.1235, "ALTERNATIVE PARKING PLAN OPTIONS"; CREATING SECTION 30.1236, "BICYCLE PARKING;" CREATING PART 67, "LANDSCAPING, SCREENING AND BUFFERING", SECTIONS 30.1281-30.1300; AMENDING SECTION 30.1344 TO REVISE NAME TO "OPEN SPACE", DELETING CURRENT REGULATIONS AND CREATING NEW PARAGRAPHS (a) THROUGH (e); REPEALING PART 74, SECTIONS 30.1501-30.1510; CREATING PART 75, CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN, SECTIONS 30.1601-30.1609; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to update and simplify the Seminole County Land Development Code and implement the Seminole County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners desires to encourage innovative, pedestrian-friendly, and cost-effective forms of development in areas assigned the Mixed Development (MXD) future land use designation; and

WHEREAS, the Board of County Commissioners desires that all planned developments promote flexibility and creativity in responding to social, economic, and market conditions; and

WHEREAS, the Board of County Commissioners has determined that each new planned development should implement a unique development concept that represents a greater benefit to the County than could be achieved under conventional zoning classifications and development regulations; and

WHEREAS, once substantial portions of a Planned Development are transferred to multiple owners, the owner of the affected parcel seeking amendment should not be limited by multiple adjacent landowners; and

WHEREAS, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

WHEREAS, the private property rights analysis relating to this Ordinance has been prepared and made available for public review in accordance with the requirements of the Seminole County Comprehensive Plan; and

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

Section 1. Amendments to Chapter 2, Definitions. Chapter 2, of the Land Development Code of Seminole County, is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

Sec. 2.3. Definitions.

Area median income (AMI): Median income is that income which divides the income distribution into two equal parts, with one-half of the cases falling below the median income and one-half falling above. HUD uses the median income for families in metropolitan and non-metropolitan areas to calculate income limits for eligibility in a variety of housing programs, and adjusts the median for different family sizes so that family income is expresses as a percentage of the area median income.

Final development order: The approval of a development of regional impact, a borrow pit permit, an electrical permit, a planned ~~commercial development final master plan, a planned unit~~ development final ~~master~~ development plan, a right-of-way utilization permit, a site plan, a special exception or variance, a subdivision preliminary plat, a subdivision final plat, an underground utility permit, a waiver to subdivision platting requirements, a dredge and fill permit, a written agreement with Seminole County School Board for the provision of public facilities and services as required by State law and any other development order which results in an immediate and continuing impact upon concurrency public facilities. Final development orders may address future expansions of a development and may provide for phasing. A final development order may

provide for conditions which must be met in order for subsequent approvals to be given or permits to be issued.

Final ~~master~~ development plan: The specific plan for the development of the planned ~~unit~~ development which shall include such information as required by Part 25, Chapter 30~~ or the specific plan for the development of property assigned the HIPD zoning classification~~.

Gross acreage: The total number of acres within the perimeter boundaries of a planned ~~unit~~ development.

Infill Development: Development on vacant lands located in otherwise built up urban areas where public facilities such as sewer systems, roads, schools and recreation areas are already in place or are in close proximity; the average residential density is at least four dwelling units per net buildable acre. Infill development areas may be located within residential, nonresidential or mixed use urban areas.

Mixed development: Development consisting of multiple uses on the same site, combined vertically in the same building, horizontally in multiple buildings, or a combination of the two.

~~Passive edge: Refers to a building site which contains no active uses and includes, but is not limited to, landscaping and/or stormwater detention/retention facilities and other non-vehicular areas.~~

Planned ~~unit~~ development: An area of land devoted by its owner to development as a single entity for a number of dwelling units ~~and complementary~~ and/or commercial uses in accordance with a plan which does not necessarily comply with the provisions of other zoning districts with respect to lot size, lot coverage, setbacks, off-street parking, bulk or type of dwelling, density, and other restrictions.

Preliminary development order: An amendment to the 1991 Seminole County Comprehensive Plan assigning a new land use designation to a parcel of real property, a planned ~~commercial~~ development (PD) zoning district ~~preliminary master~~ development plan, ~~a planned unit development preliminary master plan,~~ the rezoning of a parcel of real property or a subdivision development plan.

~~Preliminary master plan: The proposal for development of a planned unit development which shall include such information as required by this Code or the proposal for development for property assigned the HIPD zoning classification which includes the requirements of this Code.~~

Redevelopment: In addition to the definition of "development" provided in Section 380.04, Florida Statutes, this term shall mean a substantial or material change in the use or character of an existing developed property, including, but

not limited to alterations, expansions or renovations to structures, paved areas, and other property fixtures and features requiring a building permit.

Workforce housing: Owner- or renter occupied housing consisting of single family or multi-family units in which a minimum of 20 percent of the total units are attainable by households at or below 140 percent of Area Median Income (AMI).

Zero lot line house: A dwelling unit located on a single lot with private yards on three sides. The unit has only a single side yard comprising the equivalent of two side yards of a single family detached house.

Section 2. Amendments to Chapter 10, Concurrency Management. Chapter 10, of the Land Development Code of Seminole County, is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

Sec. 10.5. Concurrency review procedures, concurrency management system and certificates of concurrency.

(m) In the event an applicant for a development order applies for concurrency review and concurrency public facilities are not available such that the application would be denied, the following levels of entitlement densities shall be approved by the county in order to provide the applicant with the reasonable and beneficial use of the subject real property and in order to encourage infill development and discourage urban sprawl:

(2) Ten (10) percent of the maximum authorized density or intensity, as provided in this section, for each lawfully subdivided parcel, lot or tract within designated infill zones described in Attachment 1 to this chapter which is incorporated herein by this reference thereto as if fully set forth herein verbatim and which are assigned the following zoning classifications:

~~(A) PCD~~;
(~~B~~)(A) ~~PUD~~ PD (nonresidential);
(~~C~~)(B) C-1;
(~~D~~)(C) C-2;
(~~E~~)(D) C-3;
(~~F~~)(E) CN;
(~~G~~)(F) CS;
(~~H~~)(G) M-1A;
(~~I~~)(H) M-1;
(~~J~~)(I) OP;
(~~K~~)(J) R-3;
(~~L~~)(K) R-3A;
(~~M~~)(L) R-4;
(~~N~~)(M) RP (professional use).

Section 3. Amendments to Chapter 30, Zoning Regulations. Chapter 30 of the Land Development Code of Seminole County is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

Sec. 30.21. Establishment of districts.

In order to classify, regulate, and restrict the uses of land, water, buildings, and structures; to regulate and restrict the height and bulk of buildings; to regulate the area of yards, courts, and other open spaces between buildings, and to regulate the intensity of land use, all the unincorporated area of Seminole County, Florida, is classified into one of the following districts:

TABLE INSET:

A-1	Agriculture District
A-3	Rural 3 District
A-5	Rural 5 District
A-10	Rural 10 District
RC-1	Country Homes District
R-1	Single-Family Dwelling District
R-1B	Single-Family Dwelling District
R-1BB	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District
R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
~~PUD~~ PD	Planned ~~Unit~~ Development District

~~PCD~~	~~Planned Commercial Development District~~
UC	University Community District
PLI	Public Lands and Institutions
RP	Residential Professional District
OP	Office District
CN	Restricted Neighborhood Commercial District
C-1	Retail Commercial District
C-2	Retail Commercial District
C-3	General Commercial and Wholesale District
CS	Convenience Commercial District
M-1A	Very Light Industrial District
M-1	Industrial District
M-2	Impact--General Industrial District
MXD	Mixed Development District

Sec. 30.22. Definitions of groupings of various districts.

(a) Where the phrases "all residential districts," "residential districts," "zoned residentially," or "residentially zoned," or phraseology of similar intent, are used in these zoning regulations, the phrases shall be construed to include the following districts:
TABLE INSET:

R-1	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District
R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
~~PUD~~ PD	Planned ~~Unit~~ Development District

RP	Residential Professional District

(b) Where the phrases "Commercial District," "zoned commercially," "commercially zoned," "commercial zoning," or phraseology of similar intent, are used in these Zoning Regulations, the phrases shall be construed to include:

TABLE INSET:

CN	Restricted Neighborhood Commercial District
C-1	Retail Commercial District
C-2	Retail Commercial District
CS	Convenience Commercial District
MXD	Mixed Development District
PD	Planned Development

Sec. 30.246. Yard regulations.

(b) ~~Where property assigned a multi-family zoning classification is adjacent to existing single-family land uses or a property assigned a residential zoning classification or land use designation, the side and rear yards shall comply with section 30.1228, Active/Passive buffer setback design standards.~~ Developments in R-3 and R-3A shall meet the buffering requirements of Part 67, Chapter 30.

Sec. 30.247. Landscaping and buffer requirements.

~~A landscaped buffer shall be provided along rear or side lot lines, said buffer to be at least ten (10) feet wide at right angles to the lot line and established along the entire length of and contiguous to lot lines.~~ Landscaped buffers shall be provided along all lot lines according to the standards set forth in Part 67, Chapter 30. Parking shall not be permitted in the buffer area.

~~(a) *Buffer design.* The landscape buffer shall be designed, planted, and maintained as to be seventy-five (75) percent or more opaque between two (2) feet and six (6) feet above average lot grade. Protection from vehicle encroachment by the use of curbing or wheel stops shall be provided.~~

~~(b) *Buffer plantings.* Plantings shall be of the species and of the size and type which will insure meeting of the seventy-five (75) percent opacity requirement no longer than twelve (12) months after first planting.~~

~~(c) *Substitution within buffer area.* A decorative opaque structure at least six (6) feet high may be substituted to meet the seventy-five (75) percent opacity requirement. Where a structure is utilized, a hedge not less than two and one-~~

~~half (2 1/2) feet in height at time of planting shall be provided along the length of the wall.~~

~~(d) Where property assigned a multi-family zoning classification is adjacent to existing single-family land uses or property assigned a residential zoning classification or land use designation, the side and rear buffers and landscaping shall comply with section 30.1228, Active/Passive buffer setback design standards.~~

~~(e) *General provisions for all landscaped areas.* See section 30.1226.~~

~~(f) *Conflict.* Where other land development regulations impose different requirements, the more restrictive will govern.~~

Sec. 30.267. Repealed. ~~Setback and buffer requirements adjacent to residential.~~

~~As defined in section 30.1232 of the Land Development Code, Active/Passive buffer setback design standards.~~

Sec. 30.268. Landscaping and buffer requirements.

~~A landscaped buffer shall be provided along rear or side lot lines, said buffer to be at least ten (10) feet wide at right angles to the lot lines and established along the entire length of and contiguous to lot lines.~~

~~(a) *Buffer design.* The landscape buffer shall be designed, planted, and maintained as to be seventy-five (75) percent or more opaque between two (2) feet and six (6) feet above average lot grade. Protection from vehicle encroachment by the use of curbing or wheel stops shall be provided.~~

~~(b) *Buffer plantings.* Plantings shall be of the species and of the size and type which will insure meeting the seventy-five (75) percent opacity requirement no longer than twelve (12) months after first planting.~~

~~(c) *Substitution within buffer area.* A decorative opaque structure at least six (6) feet high may be substituted to meet the seventy-five (75) percent opacity requirement. Where a structure is utilized, a hedge not less than two and one-half (2.5) feet in height at time of planting shall be provided along the length of the wall.~~

~~(d) *General provisions for all landscaped areas.* See section 30.1226.~~

~~(e) *Conflict.* Where other land development regulations impose different requirements, the more restrictive will govern.~~

<u>See Part 67, Chapter 30.</u>

PART 25. ~~PUD~~ PD PLANNED ~~UNIT~~ DEVELOPMENT

Sec. 30.441. ~~Intent and purpose.~~ Intent, purpose, and applicability.

~~It is the purpose of this part to permit planned unit developments which are intended to encourage the development of land as planned communities; encourage flexible and creative concepts of site planning; preserve the natural amenities of the land by encouraging scenic and functional open areas and the multiple use of wetlands; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of conventional zoning districts; provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and provide a stable environment character compatible with surrounding areas. If certain prescribed portions of dwelling units in a planned unit development are sold or rented as affordable housing units, as defined in this Code, certain conditions and modifications are permitted in accordance with section 30.453 of this Part.~~

The Planned Development (PD) district is intended to accommodate residential and/or commercial development that may be difficult to achieve under conventional zoning district standards. Planned developments shall promote flexibility and creativity in responding to changing social, economic and market conditions. A planned development should implement a unique development concept that results in greater public benefits than could be achieved using conventional zoning and development regulations. The regulations set forth in this Part shall apply to all planned development applications received after the effective date of this ordinance.

Examples of the types of development that may be appropriate for PD zoning include, but are not limited to, the following:

1. **Enhanced Protection of Natural Resource Areas**
   Developments that offer enhanced protection of natural resources and sensitive environmental features, including streams, water bodies, floodplains, wetlands, woodlands, wildlife habitats and native plant communities.

2. **Traditional Neighborhood Development**
   Developments characterized by lot configurations, street patterns, streetscapes, and neighborhood amenities commonly found in neighborhoods platted or otherwise created before the 1950s.

3. Transit Oriented Development

Development centered around commuter rail stations, where there may be a special need for an economically viable mix of residential, commercial and parking uses to take maximum advantage of the County's mass transit facilities.

4. Infill Development or Redevelopment

Development or redevelopment on lands that are surrounded by existing development with infrastructure, site or other constraints that make development under conventional regulations difficult.

Sec. 30.442. Permitted uses--~~(PUD)~~ (PD).

The uses permitted within this District shall include the following:

(a) Residential units, including single-family attached and detached dwellings, apartment dwellings, dormitories, rooming apartments and mobile homes.

(b) Churches, public and private schools, community or club buildings, and similar public and semi-public facilities.

(c) Nonresidential uses, including commercial or retail uses, industrial uses, offices, clinics and professional uses. ~~provided the following criteria are met:~~

~~(1) The Planned Unit Development includes an area of at least twenty (20) acres if both residential and nonresidential uses are to be located in the Planned Unit Development.~~

~~(2) The location is in appropriate relation to other land use.~~

~~(3) Adequate economic justification studies are submitted showing the need for any proposed nonresidential uses. The proposed nonresidential uses are designed to serve primarily the residential use in the Planned Unit Development unless the economic studies indicate greater nonresidential uses are justified or there are no residential uses in the development.~~

~~(4) The nonresidential uses do not utilize more than ten (10) percent of the gross acreage of the development unless greater nonresidential uses are justified or there are not residential uses in the development.~~

~~(5) No nonresidential use, nor any building devoted primarily to a nonresidential use, shall be built or established prior to beginning construction of the residential buildings or uses it is intended to serve, if any, without the approval of the Board of County Commissioners.~~

(d) Community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents. ~~Adult congregate~~ Assisted living facilities and community residential homes (group homes and foster care facilities) housing more than six (6) permanent unrelated residents shall be ~~a conditional use~~ indicated on the proposed development plan prior to rezoning.

Sec. 30.443. ~~Allowable uses within areas assigned the high intensity planned development land use designation.~~

~~The following table depicts and prescribes authorized land uses in planned unit developments on property assigned the high intensity planned development land use designation.~~

~~Table of Allowable Uses~~

~~TABLE INSET:~~

	~~Transitional~~	~~Core~~
~~RESIDENTIAL~~		
~~SF Detached~~	~~4~~	
~~Zero Lot Line~~	~~4~~	
~~Duplex~~	~~1~~	
~~Townhouse~~	~~1~~	
~~Low Rise Garden Apts. (up to 3 floors or 35 ft.) of height~~	~~3~~	
~~Apartments(over 3 floors)~~	~~3~~	~~1~~
~~COMMERCIAL~~		
~~Freestanding Light Retail~~	~~1~~	~~2~~
~~Eating and Drinking~~	~~1~~	~~2~~
~~Neighborhood Commercial Center~~	~~1~~	
~~Community Commercial Center~~	~~1~~	~~—~~
~~Regional Commercial Center~~	~~1~~	~~—~~
~~MOTEL/HOTEL~~	~~—~~	~~—~~
~~Low Rise Hotel (up to 2 floors or 35 ft.) of height~~	~~1~~	~~—~~
~~Convention Hotel~~	~~1~~	~~—~~
~~High Rise Hotel~~	~~1~~	~~—~~
~~INDUSTRIAL~~	~~—~~	~~—~~
~~Office Showroom~~	~~1~~	~~—~~
~~Light Manufacturing~~	~~3~~	~~—~~
~~Warehouse~~	~~3~~	~~—~~
~~OFFICE (Business and Professional)~~	~~—~~	~~—~~
~~Freestanding (1 floor or 15 ft.) of height~~	~~4~~	~~—~~
~~Medium (3 floors or 40 ft.) of height~~	~~1~~	~~—~~
~~Large (4--7 floors or more than 40 ft.) of height~~	~~3~~	~~1~~

~~Multi-Tenant High Rise (over 7 floors)~~	~~1~~	~~—~~
~~OTHER~~	~~—~~	~~—~~
~~Public Uses~~	~~1~~	~~1~~
~~Churches~~	~~1~~	~~—~~
~~Daycare~~	~~1~~	~~2~~
~~Public/Private Education~~	~~1~~	~~—~~
~~Remote Parking~~	~~3~~	~~—~~

~~1. Permitted uses with appropriate conditions.~~
~~2. Accessory uses to be located within a principal structure.~~
~~3. Uses requiring special consideration of compatibility with surrounding uses.~~
~~4. Located only at periphery of transitional areas as a buffer to surrounding neighborhoods.~~

Review Criteria

Each PD application shall include a written explanation from the applicant describing the benefits of the proposed development to Seminole County, and how these benefits would exceed those of a development carried out under conventional zoning district standards. In determining whether to approve, approve with conditions or deny a planned development, the applicable review bodies shall consider the following criteria:

1. The development contains a variety of housing types, employment opportunities or commercial services to achieve a balanced community; and
2. The development is consistent and compatible with the character of the surrounding area; and
3. The development contains a planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways.

In considering approval of a Planned Development, the Board of County Commissioners shall affirm that the proposed development complies with the review criteria listed in this Section. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably accommodated by other available regulations of this LDC, and that a PD would result in a greater benefit to the County as a whole than would development under conventional zoning district regulations. Such greater benefit may include natural resource preservation, urban design, crime prevention, neighborhood/community amenities, or a general level of development quality.

Sec. 30.444. Planned ~~unit~~ development approval procedure.

Approval for a planned ~~unit~~ development is obtained through a two-step process. The first step is an approval of the ~~preliminary master~~ development plan and

rezoning of the land by the Board of County Commissioners. The second step consists of final ~~master~~ development plan approval by the Planning & Development Director along with the recording of the developer's commitment agreement ~~form~~.

Prior to formally submitting a request for planned ~~unit~~ development zoning, the developer is encouraged to meet with ~~officials of the land management office~~ Planning & Development Department staff for comments regarding the advisability of undertaking a planned ~~unit~~ development in the proposed location.

Sec. 30.445. ~~Planned unit development zoning and preliminary master plan approval.~~

~~The applicant shall submit to the Planning and Zoning Commission a request for change to PUD zoning classification and a proposed preliminary master plan containing the following exhibits:~~

~~(a) A vicinity map showing the location of the proposed planned unit development, relationship to surrounding streets and thoroughfares, existing zoning on the site and surrounding areas, existing land use on the site and surrounding areas within five hundred (500) feet.~~

~~(b) A boundary survey and legal description of the property.~~

~~(c) A topographic survey including floodprone and wetland delineations. The most recent USGS Topographical Survey and USGS Flood Prone or FEMA Mapping may be used for topography on flood prone delineations. Seminole County wetlands maps or aerial photography interpretation may be used for wetlands delineation.~~

~~(d) A soils survey, which may be based on the most recent Seminole County Soils Survey, drawn to the same scale as the preliminary land use plan, clearly identifying all soils types especially those areas which are apparently not suitable for buildings or major structures due to soils limitations.~~

~~(e) A master plan with topography, flood prone and wetlands which clearly identifies proposed land uses, open space, and the proposed location of major streets and thoroughfares, recreation areas, and other major facilities.~~

~~(f) A table showing acreage for each category of land use including roads, wetlands, open space, and recreation, and a table of proposed maximum and average, gross and net residential densities for residential land uses.~~

~~(g) A proposed utility service concept plan, including sanitary sewers, storm drainage, potable water supply, and water supplies for fire protection, including a definitive statement regarding the disposal of sewage effluent and storm-water drainage.~~

~~(h) A statement indicating that legal instruments will be created providing for the management of common areas and facilities.~~

~~(i) A statement with general information regarding provisions for fire protection.~~

~~(j) An analysis of the impact of the proposed planned unit development on roads, schools, utilities, and other public facilities.~~

~~(k) Reduced copies of the preliminary master plan, suitable for mailing, must be provided to the land development division at the time of application.~~

~~(l) A preliminary zoning classification description in sufficient detail to determine the general intent with respect to the following:~~
~~(1) The general purpose and character of the proposed development.~~
~~(2) Land use by acreage and densities.~~
~~(3) Structural concepts, including height and anticipated building type.~~
~~(4) Major landscaping concepts.~~
~~(5) Recreation and open space.~~
~~(6) Facilities commitments.~~
~~(7) Housing types, price ranges, and staging.~~
~~(m) A general indication of the perceived impact area for the commercial or industrial uses.~~
~~(n) A table showing pre- and post-development acres of wetlands by type and significance (according to the procedures found in the Seminole County Wetlands Field Guide) and a conceptual plan for the protection and multiple use of on-site wetlands.~~
~~(o) Transportation management plan.~~
~~(1) In addition to all other requirements of this section, all proposed developments which singly or in combination with all existing, approved or anticipated development abutting or within one-eighth (1/8) mile (six hundred and sixty (660) feet) of the perimeter of the proposed development, brings together five hundred (500) or more persons (employees, residents, patrons, customers, guests) at any given time and has an average minimum net residential density of twenty (20) dwelling units per acre or an average minimum non-residential FAR of 0.35 shall submit a Transportation Management Plan as provided for in Appendix A: Transportation Standards, Chapter 15 Transportation Management Plan.~~
~~(2) All proposed developments included wholly or in part within a high intensity planned development core area shall be required to submit a transportation management plan.~~
~~(3) Any requirement of this section may be waived by the Planning and Development Director if the proposed development is a part of a PUD, DRI or other development with an approved transportation management plan, the proposed development is included in an approved transportation management plan of an abutting development or the proposed development is within a transportation concurrency management area with an approved transportation management plan. Such waiver shall be limited to the extent to which the proposed development is addressed in said approved transportation management plan and may require the developer of the proposed development to become a party to said transportation management plan as a condition of approval.~~
~~(4) Nothing in this subsection shall be construed as to preclude the developer or future assignees from entering into agreements with other parties or to form associations to fulfill the requirements of this subsection or any condition of approval which results from this requirement.~~

~~(p) Pedestrian, bicycle and vehicular linkage plan. Those requirements set forth at section 35.43(c)(6) of this Code shall be applicable.~~
~~(q) If an applicant proposes to continue temporary agricultural uses within the boundaries of the planned unit development, the applicant shall provide the following information:~~
~~(1) A site plan showing the area(s) of the PUD where the temporary agricultural uses will occur, including the number of acres to be utilized at each area.~~
~~(2) Type of temporary agricultural uses to be utilized, including a detailed description of each area.~~
~~(3) Estimated duration for temporary agricultural uses.~~
~~The Planning and Zoning Commission and the Board of County Commissioners shall review, at public hearing, the exhibits presented and consider rezoning the area requested, PUD Planned Unit Development, provided the exhibits are in accordance with the standards specified in section 30.451. After rezoning, the right to develop shall be contingent upon compliance with all procedures of this article. The Planning and Zoning Commission and the Board of County Commissioners may, as deemed appropriate, impose additional restrictions not herein mentioned to protect the public interest.~~

(a) Development Plan Submittal Requirements

1. A development plan shall be submitted concurrently with a planned development application. The submittal requirements listed in this Section may be modified by the Planning & Development Director as appropriate for a specific application.
2. The development requirements for each separate planned development shall be included as a part of the development plan.
3. The applicant shall expressly set out any variation from the adopted standards of this LDC, including, but not limited to: density, lot area, lot width, yard depths and widths, building height, building elevations, parking, access, streets and circulation, utilities, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, management associations and other requirements as the Board of County Commissioners may deem appropriate.
4. The development plan shall include the items shown on the following table:

Required Information	**Preliminary Plan**	**Final Plan**
Vicinity map showing the location of the proposed development, relationship to surrounding streets and thoroughfares, existing zoning on the site and surrounding areas, existing land use on the site and surrounding areas within 500 feet	X	x
Boundary survey and valid legal description	X	x

Required Information	Preliminary Plan	Final Plan
Graphic plan showing topography, which clearly identifies proposed land uses, open space, and the proposed location of major streets and thoroughfares, recreation areas, and other major facilities	X	x
Preliminary wetlands and floodplain delineation lines	X	
List and description of all uses, including proposed housing type(s), number of units, density	X	x
Table showing acreage for each category of land use including roads, wetlands, open space, and recreation	X	x
Calculation of required and proposed open space	X	x
General buffer and landscaping concepts	X	x
Structural concepts, including setbacks and building heights	X	x
Utility service suppliers	X	x
Analysis of the impact of the proposed planned development on roads, schools, utilities, and other public facilities	X	x
Location, use, and size of all common property tracts	X	x
Topographic survey including floodplain and wetland delineations		x
Detailed landscaping plan, including plantings, fences, berms and buffer area dimensions		x
Utility service concept plan, including sanitary sewers, storm drainage, potable water supply, and water supplies for fire protection.		x
Proposed phasing or staging		x
Statement indicating that legal instruments will be created providing for the management of common areas and facilities		x
Statement with general information regarding provisions for fire protection		x
Facilities commitments		x
Earthmoving concept plan indicating proposed terrain alterations		x
Soils map and detailed soils report based on the findings of a recognized professional soils expert (depth of all muck and		x

Required Information	Preliminary Plan	Final Plan
peat areas shall be identified)		
Summary of approved PD Commitments, Classification, and District Description information as executed by the Chairman of the Board of County Commissioners and the Developer		x
Covenants, grants, easements, dedications, or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities		x

(b) Review Procedure

A planned development application shall be reviewed as follows:

1. Prior to initiating a planned development application, a preapplication conference with Planning & Development staff may be required at the discretion of the Planning & Development Director.
2. The Development Review Committee shall evaluate the application according to the review criteria in Sec.30.443. Following this evaluation, the Planning & Development Director shall recommend to the Planning and Zoning Commission approval, approval with conditions or denial of the application.
3. The Planning and Zoning Commission shall hold a public hearing and, considering the review criteria in Sec.30.443, shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the application.
4. The Board of County Commissioners shall hold a public hearing and, considering the review criteria in Sec.30.443,shall approve, approve with conditions, or deny the application.
5. All specific conditions of approval that are imposed by the Board of County Commissioners shall be listed in the development order and development plans shall be referenced as attachments.

Sec. 30.446.

~~Final master plan approval.~~
~~The applicant shall submit, within five (5) years from the date of Preliminary Master Plan approval, a Final Master Plan covering all areas of the approved Preliminary Master Plan. Failure to present the Final Master Plan within the required five (5) year period may, at the direction of the Board of County Commissioners, result in a review by the Planning and Zoning Commission to determine the appropriateness of the existing PUD zoning classification and Preliminary Master Plan. Direction of the Board of County Commissioners will be based on their evaluation of the causes of the failure to meet the deadline.~~
~~The Final Master Plan shall include the following exhibits:~~

~~(a) A topographic map drawn to a scale of one hundred (100) feet to one (1) inch by a registered surveyor and/or engineer showing:~~
~~(1) The location of existing right-of-way lines and pavement widths, buildings, watercourses, transmission lines, sewers, bridges, culverts, drain pipes, water mains, fire hydrants, and any public easements.~~
~~(2) Wooded areas, streams, lakes, wetlands and any other physical conditions affecting the site. Ordinary and historical high-water elevations must be indicated for each water body. One hundred (100) year floodprone elevations must be clearly delineated throughout the site.~~
~~(3) Existing contours shown at a contour interval of one (1) foot.~~
~~(b) A Master Land Use Plan drawn at a scale of one hundred (100) feet to one (1) inch, or other appropriate scale as determined by the Land Management Director and showing:~~
~~(1) The boundaries of the site and the proposed topography shown at five (5) foot intervals.~~
~~(2) Width, location, and names of surrounding streets.~~
~~(3) Proposed major streets and other vehicular and pedestrian circulation systems.~~
~~(4) Specific delineation of each residential use by type, including location, acreage, maximum density, anticipated number of units, and a clear parcel designation.~~
~~(5) The use, size, and location of each proposed nonresidential land use area.~~
~~(6) Specific delineation, use, location, and size of each common open space and public or semi-public area. The amount of each open space type expressed as a percentage of the total site area.~~
~~(7) A table showing tract breakdown by land use and indicating acreages for each tract and maximum density for residential tracts.~~
~~(c) A Site Development Plan including:~~
~~(1) An earthmoving concept plan indicating proposed terrain alterations. Areas to be cut shall be shaded and areas to be filled shall be crosshatched. The altered One Hundred-Year Flood Prone Areas shall be delineated.~~
~~(2) A soils map and a detailed soils report based on the findings of a recognized professional soils expert. Depth of all muck and peat areas shall be identified.~~
~~(d) A Transportation Plan including:~~
~~(1) The layout of major roads in the project, along with traffic controls, rights-of-way, and typical cross sections.~~
~~(2) The layout of bikeways and pedestrianways with typical cross sections.~~
~~(3) An analysis of the area traffic impact.~~
~~(4) A traffic circulation plan detailing methods of handling high traffic-flow areas, such as, major entrances.~~
~~(5) A Transportation Management Plan if required by any provision of this Code or of the Concurrency Management Ordinance.~~
~~(e) A Utility Service Plan including:~~
~~(1) Location, size, and specific delineation of sewage treatment plants and/or water plants.~~

~~(2) Existing drainage and sewer lines.~~
~~(3) The disposition of sanitary waste and storm water to include ultimate discharge or disposal.~~
~~(4) The source of potable water.~~
~~(5) Location and width of all major utility easements or rights-of-way.~~
~~(6) In some cases, it may be necessary to show plans for the special disposition of storm water when it appears that said drainage could substantially harm a body of surface water.~~
~~(7) Any supporting documentation necessary to clearly establish the feasibility of the proposed water, sewage, and storm drainage concepts, including special safeguards to prevent public health hazards or environmental degradation.~~
~~(f) A Fire Protection Plan including:~~
~~(1) Water main size, type of pipe material, hydrant spacing, water plant pumping and storage capacities, minimum daily consumption (calculated) fire flow estimates.~~
~~(2) A statement of adequacy of fire protection service in compliance with all adopted Fire Protection Standards in Seminole County.~~
~~(g) A Landscaping Plan showing:~~
~~(1) Landscaped areas, including berms, fences, and buffers.~~
~~(2) Location, height and material for walks, fences, walkways, and other man-made landscape features.~~
~~(3) Any special landscape features, such as, but not limited to, manmade lakes, land sculpture, and waterfalls.~~
~~(h) A Recreation Concept Plan including the location of major facilities by type and areas by use.~~
~~(i) Detailed economic justification studies showing the proposed service areas for commercial uses and the employment base and market for industrial uses.~~
~~(j) The substance of covenants, grants, easements, dedications, or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities.~~
~~(k) A completed summary of the PUD Commitments, Classification, and District Description according to format provided by the Land Management Office and executed by the Chairman of the Board of County Commissioners and the Developer.~~
~~(l) A written outline and justification of any changes from the approved Preliminary Master Plan.~~
~~(m) A colored aerial photograph of the site as it currently exists with a transparent overlay showing major roads and tracts.~~

Final Development Plan

Upon receiving approval of the development plan described in Sec. 30.445, the applicant shall submit a final development plan implementing the approved development order, incorporating any and all changes approved by the Board of County Commissioners and/or staff.

Sec. 30.447. Plat or site plan approval for each section.

(a) After approval of the final ~~master~~ development plan by the ~~Board of County Commissioners~~ Planning & Development Director, the developer must submit either a preliminary and final plat, according to the procedure outlined in the Subdivision Regulations, or must submit a site plan, according to Chapter 40 for all other areas, including residential, commercial, industrial, recreational, or any other area where structures or roads are to be constructed, or major terrain alterations are to be made. At the applicant's option, a site plan complying with the technical requirements of Chapter 40 may serve as the final development plan if it contains sufficient information to verify compliance with the PD development plan approved by the Board of County Commissioners under Section 30.444 After review and final approval by the designated officials of either the final subdivision plat or site plan, the developer may request building permits for the approved section.

(b) If an applicant so elects and pays the fees for both final ~~master~~ development plan review and preliminary subdivision plan review and provides all information necessary for both reviews at the time of application; the ~~master~~ final development plan review and the preliminary subdivision plan review may be accomplished simultaneously if the Development Review Manager approves such request considering the size and complexity of the development, the number and complexity of development phases, the proposed duration of the development, environmental issues, interagency and/or intergovernmental issues or any other matter set forth as ~~a~~ an objective, goal or policy in the Seminole County Comprehensive Plan.

Sec. 30.448. Revision of ~~planned unit~~ development ~~final master~~ plan.

Any proposed major or substantial change in the approved ~~PUD~~ PD exceeding the criteria listed in this section, such as those affecting the intent and character of the development, land use pattern, the location or dimensions of major streets, or similar substantial changes, or changes beyond minor modifications, shall be ~~reviewed and approved by the Board of County Commissioners upon receipt of the recommendation of the Planning and Zoning Commission~~ considered in public hearings before the Planning & Zoning Commission and Board of County Commissioners. ~~If the requested changes are deemed to have a substantial effect on adjacent property owners, residents of the PUD or the general public, or involves an increase in density, the Board of County Commissioners shall cause a public hearing to be held prior to official action on said requested change.~~ A request for a revision of the ~~final master~~ development plan shall be supported by a written statement demonstrating the reasons the revisions are necessary or desirable. ~~Minor changes which do not affect the intent or character of the development may be approved by the Planning Manager~~.

Although flexible in concept, PD becomes rigid in application. Individual property owners within a planned development may not make substantial changes to an approved development plan in a piecemeal fashion that adversely affects prior purchasers. Where modifications are allowed under this section, such

modifications must remain compatible with the balance of the project and consistent with the overall concept(s) under which the development was approved.

Minor modifications meeting the criteria below may be approved by the Planning & Development Director. Multiple criteria may be cumulative to amount to a major modification at the discretion of the Director. All other modifications shall require resubmittal of the development plan to the Planning & Zoning Commission and Board of County Commissioners for approval.

1. Additions to structures shall not exceed 10 percent of the total gross floor area of the project provided that overall density or intensity of the project does not increase.
2. Changes in building position or layout shall be less than ten feet or ten percent of the total gross floor area of the project.
3. Accessory structures may be added if the location does not interfere with existing site layout (e.g. circulation, parking, loading, storm water management facilities, open space, landscaping or buffering).
4. Additions to parking areas shall comprise no more than 10 percent of the original number of parking spaces required.
5. Additional clearing shall not exceed 5,000 square feet in area or 10 percent of the site.
6. Property lines, setback lines, realignment of internal roads and driveways may be adjusted provided the original total project acreage is not exceeded. No land may be added to the development that was not included in the specific legal description of the original approval. Land shall not be subtracted from the development as a minor modification.

Sec. 30.449. Planned ~~unit~~ development time limitations.

~~If substantial development, as determined by the Board of County Commissioners, has not begun within one (1) year after approval of the final master plan of the PUD, the approval of the planned unit development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned unit development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and shall move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.~~

If substantial development, as determined by the Planning & Development Director, has not begun within 5 years after approval of the final development plan, the approval of the planned development shall be reviewed by Planning Division staff to determine whether an updated development plan is needed to comply with applicable provisions of this Code. Updated development plans shall comply with Section 30.448.

Sec. 30.450. Binding Nature of Approved Development Plan

~~Deviation from the final master plan or the final section approval.~~
~~Any unapproved deviation from the accepted final master plan or final section shall cause the Board of County Commissioners to immediately revoke the final master plan or final section approval until such time as the deviations are corrected or revisions are approved by the Board of County Commissioners.~~
An approved development plan along with any conditions made of approval shall be binding upon the applicant or any successors in interest in the planned development through a Development Order. Deviations from an approved development plan not in accordance with Sec. 30.448 below shall constitute a violation of this LDC.

Sec. 30.451. Development standards for planned ~~unit~~ development.

The development standards for planned ~~unit~~ development are as follows:

(a) *Size of planned ~~unit~~ developments.* ~~If the planned unit development is to include a combination of non-residential uses and residential uses, the parcel must contain a minimum of ten (10) acres.~~ If the proposed Planned Development includes residential uses, the gross site area shall be a minimum of 10 acres.

(b) *Relation to zoning districts.* An approved ~~PUD~~ PD shall be considered to be a separate zoning district in which the ~~final~~ ~~master~~ development plan, as approved, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as ~~PUD~~ PD and the ~~final~~ ~~master~~ development plan, as approved by the Board of County Commissioners, shall be filed with the clerk and a copy to the Planning Division.

(c) *Density and Intensity.* The density based on net residential acreage permitted in each ~~PUD~~ PD development shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes ~~existing~~ surrounding density of existing and approved development, ~~density permitted by the existing zoning classification,~~ adequacy of existing and proposed public facilities and services, conformance with the adopted County comprehensive plan, and site characteristics. Densities approved in the ~~final~~ ~~master~~ development plan for a given tract may be shifted within that tract subject to the approval of the Board of County Commissioners. Densities may not be shifted from tract to tract.

Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Seminole County Comprehensive Plan. The Board of County Commissioners may

approve such development with a lesser intensity in order to achieve compatibility with adjoining uses.

(d) *Dimensional, bulk and height restrictions.* The location of all proposed building sites shall be as shown on the ~~final section plat or site~~ development plan subject to the minimum lot sizes, setback lines, lot coverage, or floor area, specified in the ~~master~~ plan and/or Development Order, as approved by the Board of County Commissioners.

~~No buildings shall exceed thirty-five (35) feet in height unless otherwise allowed by the Board of County Commissioners.~~

(e) *Open space.* ~~At least twenty-five (25) percent of the area covered by a final master plan shall be usable open space and recreation areas dedicated to a homeowner association or similar group, or the County subject to its acceptance.~~ Open space area requirements for planned developments shall be as follows:

1. Residential Planned Developments

A minimum percentage of the site area of a residential planned development shall be designated open space as specified in the table below:

Density (units per net buildable acre)	Required Open Space (percent of gross site area)
Less than 2.0	10
2.0-3.99	15
4.0-9.99	25
10.0 or greater	35

2. Nonresidential Planned Developments

Planned developments consisting of commercial and/or industrial uses, including those with less than 20 dwelling units, shall provide a minimum of 20 percent open space.

Sec. 30.452. Control of area following completion.

(a) After completion of a planned ~~unit~~ development, the use, modification or alteration of any buildings, structures, or land areas within the ~~planned unit~~ development shall be in accordance with the approved final ~~master~~ development plan.

(b) ~~Changes may be made in the approved final master plan or the final section as provided below:~~

~~(1) Minor extensions, alterations, or modifications of existing buildings or structures may be permitted after review and approval by the land development manager, provided they are substantially consistent with the purposes and intent of the final master plan or section approval.~~

~~(2) Substantial change in permitted uses, location of buildings, or other specifications of the development plan may be permitted following approval by~~

~~the Board of County Commissioners upon receipt of the recommendation of the Planning and Zoning Commission. If the requested changes are deemed to have a substantial effect on adjacent property owners, residents of the PUD, or the general public, or involves an increase in density, the Board of County Commissioners shall cause a public hearing to be held prior to official action on said requested change~~. Notwithstanding subsequent platting or other forms of dividing ownership of the planned development, the entire site shall be subject to the approved final development plan.

(c) Modifications of the approved final development plan shall be in accordance with Sec. 30.448. An amendment to the development order or other relevant document(s) associated with the planned development must be in a writing of equal dignity and shall not conflict with the severability clause.

Owners of tracts within an amended planned development shall execute owner consent as follows:

1. In the case of a minor amendment, the consent shall be executed by the owner or successor of the tract(s) to which the amendment is applied. Owners of other tracts need not consent. The amendment is done by way of an addendum to the development order.
2. In the case of a major amendment, a consent shall be executed by an owner of each tract within the planned development. In the event that a tract has been further subdivided and sold to three or more owners, the consent shall be executed by an officer of the homeowner's or property owner's association, or if there is no association, then a majority of the owners within the tract. A major amendment shall be a rezoning from PD to PD, changing specifics of the PD zoning. A change to or new development order shall be executed.
3. The owner's consent shall be returned to the Planning Division for recording within 60 days. By signing the consent, the owner acknowledges the amendments to the planned development. The owner's signature shall not have any authority to rezone or otherwise affect the action taken by the Board of County Commissioners.
4. The failure of any or all of the owners to sign or return the consent in a timely manner shall not affect the validity of the action rendered by the Board of County Commissioners.
    a. At the expiration of the 60-day period, the Board may consider the application null and void and the property shall revert to the original zoning; or
    b. After a period of 5 years, the Board of County Commissioners may reevaluate the zoning and determine that circumstances have changed such that after proper notice and hearing, the land shall revert to the original zoning or such other zoning as the Board deems in the best interest of the citizens of Seminole County. Such applications may be brought to the attention of the Board by staff or at the request of the district commissioner.

Sec. 30.453. ~~Development standards for planned unit~~ **Planned developments located in areas assigned the high intensity planned development core area land use designation.**

~~(a) *Relation to zoning classifications.* An approved PUD located on property assigned the high intensity planned development land use designation shall be a separate zoning classification in which the final master plan, as approved, establishes the restrictions, regulations and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PUD and the final master plan, as approved by the Board of County Commissioners, shall be filed with the clerk and a copy shall be provided to the Planning and Development Director.~~

~~(b) *Density.* The density based on net residential acreage permitted in each such PUD development shall be established by the Board with consideration given to recommendations of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes existing surrounding density, density permitted by the existing zoning classification, adequacy of existing and proposed public facilities and services, consistency with the Seminole County Comprehensive Plan and site characteristics. Densities approved in the final master plan for a given tract may be shifted within that tract subject to the approval of the Board. Densities may not be shifted from tract to tract.~~

~~(c) *Dimensional, bulk and height restrictions.* The location of all proposed building sites shall be as shown on the final section plat or site plan subject to the minimum lot sizes, setback lines, lot coverage or floor area specified in the master plan, as approved by the Board.~~

~~(d) *Access and parking.* All streets, thoroughfares and accessways shall be designed to effectively relate to the major thoroughfare plan as shown in the Seminole County Comprehensive Plan. Off-street parking shall be provided as established by the off-street parking regulations of this Code. Any deviation from parking standards shall be accompanied by a proposed justification of the proposal. Vehicular access from individual lots or dwelling units onto arterial or collector streets within or adjacent to the development are discouraged.~~

~~(e) *Perimeter requirements.* The Board, with consideration given to the recommendations of the Planning and Zoning Commission, may impose one (1) or both of the following requirements in order to protect the privacy of existing adjoining uses:~~

~~(1) Structures, buildings and streets located at the perimeter of the development shall be permanently screened in a manner which sufficiently protects the privacy and amenities of the adjacent existing uses.~~

~~(2) Increased setbacks from perimeter line may be imposed to protect privacy of adjacent existing uses.~~

~~(f) Development proposals shall comply with the land use intensity and density standards provided in the table below.~~

~~Table of District Intensity and Density Standards~~
~~TABLE INSET:~~

~~Use Category~~	~~Transitional Areas Maximum~~	~~Core Areas Minimum~~	~~Core Areas Maximum~~
~~Residential~~	~~20 du/ac~~	~~20 du/ac~~	~~50 du/ac~~
~~Non-Residential~~	~~0.35 FAR~~	~~0.5 FAR~~	~~1.0 FAR~~
~~Target Industry~~	~~—~~	~~—~~	~~—~~
~~Tracts Abutting Residential Districts:~~			
~~Residential~~	~~—~~	~~—~~	~~20 du/ac~~
~~Non-Residential~~	~~0.35 FAR~~	~~—~~	~~—~~
~~All Other Tracts:~~	~~—~~	~~—~~	~~—~~
~~Residential~~	~~—~~	~~—~~	~~50 du/ac~~
~~Non-Residential~~	~~1.0 FAR~~	~~—~~	~~—~~

~~du/ac = dwelling units per net buildable acre~~
~~FAR = Floor Area Ratio~~

~~(g)~~ The Board, after considering the recommendations of the Planning and Zoning Commission, may permit or require the phasing or staging of the proposed development over a specific period of time in order to satisfy the minimum intensity and density standards for HIP core areas as designated on the future land use map of the Seminole County Comprehensive Plan. Permission to phase or stage development shall be based upon and subject to a specific plan, which shall be a component of the approved development plan, which indicates how and when minimum standards will be met. This plan may include such proposals as the conversion of surface parking facilities to ~~structures~~ structured parking facilities with a concurrent increase in gross floor area of use, additional building phases and/or phased development of one (1) or more buildings.

Sec. 30.454. Affordable housing planned ~~unit~~ developments.

(a) [~~*Generally.*~~] Planned ~~unit~~ developments setting aside a portion of dwelling units for affordable housing are subject to certain prescribed conditions and modified standards and administrative procedures. These conditions vary depending upon whether the development sets aside one-third (1/3) or three-fourths (3/4) of all housing units for affordable housing for low and moderate income households. Where any housing units are set aside for low and moderate income households, a minimum of forty (40) percent of the low/moderate income set aside units must be set aside solely for low income households. When planned ~~unit~~ developments set aside a minimum number

of residential dwelling units for low and moderate income households, the following conditions and modifications are permitted:

(b) *Expedited review.* All planned ~~unit~~ developments will be given expedited review if at least one-third (1/3) of the dwelling units in the development plan consist of affordable housing and are made available to low and moderate income households through an affordability agreement.

(c) *Open space.* ~~At least twenty-five (25) percent of the area covered by a final master plan shall be usable open space and recreation areas dedicated to a homeowner association or similar group, or the County, subject to its acceptance. This requirement may be reduced to~~ Required open space in a planned development shall be a minimum of fifteen (15) percent if at least one-third (1/3) of the dwelling units in the planned development ~~plan~~ consist of affordable housing and are made available to low and moderate income households through an affordability agreement. An affordability agreement, consistent with format acceptable to the County, shall be used to guarantee that the required number of dwelling units will be provided.

(d) *Subdivision standards.* The subdivision standards relating to properties assigned the R-AH zoning classification ~~and~~ shall apply to all planned ~~unit~~ developments where at least three-fourths (3/4) of the dwelling units in the district consist of affordable housing and are made available to low and moderate income households through an affordability agreement.

(e) *Submittals.* Prior to processing an application for a ~~PUD plan~~ planned development containing affordable housing the submittal required with regard to R-AH zoning applications must be submitted by the applicant.

(f) *Administrative standards.* Planned ~~unit~~ developments that set aside a minimum of three-fourths (3/4) of total dwelling units to be affordable and available to low and moderate income households through an executed affordability agreement shall be eligible to receive the same treatment with regard to waiver of permit and inspection fees and payment of sewer reservation fees as properties assigned the R-AH zoning classification.

PART 26. ~~PCD PLANNED COMMERCIAL DEVELOPMENT DISTRICT.~~ Reserved.

Secs. 30.461-30.469. Reserved.

~~Sec. 30.461. Intent and purpose.~~

~~It is the intent of this part to permit planned commercial developments which are intended to encourage the development of land as planned commercial sites; encourage flexible and creative concepts of site planning; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of conventional commercial zoning districts and to provide a stable environment and use which is compatible with the character of surrounding areas. Multifamily units such ascondominiums, apartments and townhouses and above-store "flat" housing units are also permitted to provide affordable housing in close proximity to employment centers. The provision of multifamily uses shall be limited to ten (10) percent of the total number of areas~~

~~of developable acres assigned the PCD zoning classification to preserve the commercial character of the district and to maintain adequate commercial uses to serve surrounding residential districts.~~

~~Sec. 30.462. Permitted uses.~~
~~Any non-residential use, including commercial or retail uses, industrial uses, offices, clinics and professional uses, provided that any use proposed for the site will be approved by the Board of County Commissioners at time of zoning approval. Also permitted are multifamily units such as condominiums, apartments and townhouses of medium to high density, and above-store or above-office flats to provide affordable housing in close proximity to employment centers, up to ten (10) percent of the total number of developable acres district.~~

~~Sec. 30.463. Allowable uses within areas assigned the high intensity planned development land use designation.~~
~~The following table depicts and prescribes authorized land uses in planned commercial developments on property assigned the high intensity planned development land use designation.~~
~~Table of Allowable Uses~~

~~TABLE INSET:~~

	~~Transitional~~	~~Core~~
~~RESIDENTIAL~~	—	—
~~Low Rise Garden Apartments (up to 3 floors or 35 ft.) of height~~	~~3~~	—
~~Apartments (over 3 floors)~~	~~3~~	~~1~~
~~COMMERCIAL~~	—	—
~~Freestanding Light Retail~~	~~1~~	~~2~~
~~Eating and Drinking~~	~~1~~	~~2~~
~~Neighborhood Commercial Center~~	~~1~~	—
~~Community Commercial Center~~	~~1~~	—
~~Regional Commercial Center~~	~~1~~	—
~~MOTEL/HOTEL~~	—	—
~~Low Rise Hotel (up to 2 floors or 35 ft.) of height~~	~~1~~	—
~~Convention Hotel~~	~~1~~	—
~~High Rise Hotel~~	~~1~~	—
~~INDUSTRIAL~~	—	—
~~Office Showroom~~	~~1~~	—
~~Light Manufacturing~~	~~3~~	—
~~Warehouse~~	~~3~~	—

~~OFFICE (Business and Professional)~~	~~—~~	~~—~~
~~Free-standing (1 floor or 15 ft.) of height~~	~~4~~	~~—~~
~~Medium (3 floors or 40 ft.) of height~~	~~1~~	~~—~~
~~Large (4--7 floors or more than 40 ft.) of height~~	~~3~~	~~1~~
~~Multi-Tenant High Rise (over 7 floors)~~	~~1~~	~~—~~
~~OTHER~~	~~—~~	~~—~~
~~Public Uses~~	~~1~~	~~1~~
~~Churches~~	~~1~~	~~—~~
~~Daycare~~	~~1~~	~~2~~
~~Public/Private Education~~	~~1~~	~~—~~
~~Remote Parking~~	~~3~~	~~—~~

~~1. Permitted uses with appropriate conditions.~~
~~2. Accessory uses to be located within a principal structure.~~
~~3. Uses requiring special consideration of compatibility with surrounding uses.~~
~~4. Located only at periphery of transitional areas as a buffer to surrounding neighborhoods.~~

~~Sec. 30.464. Planned commercial development approval procedure.~~
~~Approval for a planned commercial development is obtained through a two-step process. The first step is an approval of the preliminary site plan, including use or uses of the site, and rezoning of the land. The second step consists of final site plan approval along with the recording of the developer's commitment agreement.~~
~~Prior to formally submitting a request for planned commercial development zoning, the developer is encouraged to meet with officials of the current planning office for comments.~~

~~Sec. 30.465. Planned commercial development zoning and preliminary site plan approval.~~
~~(a) The applicant shall submit to the Planning Division a request for a change to PCD Zoning Classification and a Preliminary Site Plan containing the following exhibits:~~
~~(1) A vicinity map showing the location of the proposed development and the relationship to surrounding streets and driveways.~~
~~(2) A site plan indicating location of all proposed structures, buffer areas, wetlands, parking areas, driveway locations and landscaping concepts.~~
~~(3) Detailed explanation of the proposed use of the property.~~
~~(4) Transportation Management Plan. The provisions of section 30.445(o) relating to requirement of a Transportation Management Plan shall be applicable.~~
~~(b) If an applicant so elects and pays the fees for both preliminary site plan and final PCD site plan review and the Planning Manager finds it appropriate based on the size and complexity of the development, the number and complexity of development phases, the proposed duration of the development, environmental~~

~~issues, interagency issues, intergovernmental issues or any other matter set forth as an objective, goal or policy in the Seminole County Comprehensive Plan, the preliminary site plan may also serve as the final PCD site plan if the following conditions are met:~~

~~(1) The applicant has filed an executed statement with the Planning Division at the time of application for the rezoning process which states that the applicant is requesting that the preliminary site plan serve as the final PCD site plan; and~~

~~(2) The preliminary site plan/final PCD site plan shall contain all of the required submittals in accordance with section 40.52; and~~

~~(3) The applicant has submitted a proposed developer's commitment agreement at the time of application on a form acceptable to the Planning Manager.~~

~~(c) The Planning and Zoning Commission shall hold a public hearing on the request and forward its recommendations to the Board of County Commissioners.~~

~~(d) The Board of County Commissioners, in approving any PCD rezoning, may impose special conditions or safeguards so as to ensure the proposed development will not have an adverse impact on the public interest.~~

~~Sec. 30.466. Final site plan approval.~~

~~The applicant shall submit, within five (5) years from the date of Preliminary Site Plan approval, the following:~~

~~(a) A Final Site Plan containing all the required submittals in accordance with section 40.52 of the Land Development Code.~~

~~(b) A completed Developer's Commitment Agreement containing all conditions imposed during Preliminary Site Plan approval and in accordance with the format provided by the Current Planning Office.~~

~~The Final Site Plan and the Developer's Commitment Agreement will be reviewed by the Development Review Committee and approval by the Board of County Commissioners prior to the issuance of any building permit.~~

~~Failure to present the Final Site Plan and Developer's Commitment Agreement within the required five (5) year period may, at the direction of the Board of County Commissioners, result in a review by the Planning and Zoning Commission to determine the appropriateness of the existing PCD Zoning Classification. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and shall move to rezone the property to a more appropriate zoning classification or shall extend the deadline to undertaking construction. These procedures shall also be followed when such extended deadlines are not met.~~

~~Sec. 30.467. Revision of planned commercial development final site plan.~~

~~Any major or substantial change in the approved PCD, which affects the intent and character of the development or permitted uses shall be reviewed and approved by the Board of County Commissioners. If the requested changes are deemed to have a substantial effect on adjacent property owners, the Board of County Commissioners shall cause a public hearing to be held prior to official~~

~~action on said requested change. Minor changes that do not affect the intent or character of the development may be approved bythe Planning Manager.~~

~~Sec. 30.468. Development standards for planned commercial development.~~
~~The following standards are the minimum that apply as to any property assigned the PCD zoning classification. The Board of County Commissioners, in approving any PCD rezoning application, may impose more restrictive standards when necessary to protect the health, safety and welfare of the public or adjacent property owners:~~
~~(a) *Building setback requirements.*~~
~~(1) *Front.* A minimum distance of twenty-five (25) feet shall be provided from the front lot line and all street rights-of-way.~~
~~(2) *Side.* Side yard setback may be reduced to zero (0) feet unless side line abuts property assigned a residential zoning classification or land use designation.~~
~~(3) *Rear.* Rear yard setback shall be a minimum of ten (10) feet unless rear lot line abuts property assigned a residential zoning classification or land use designation.~~
~~(b) *Setback and buffer requirements adjacent to residential.* See section 30.1228, Active/passive buffer setback design standards.~~
~~(c) *General provisions for all landscaped areas.* See section 30.1226.~~
~~(d) Open space requirements. Notwithstanding the provisions of section 30.1344(c), the required open space ratio is twenty-five (25) percent of the parcel.~~
~~(e) *Height restrictions.* No building or structure shall exceed thirty-five (35) feet in height unless otherwise provided herein.~~
~~(f) *Off-street parking.* The provisions of the off-street parking, loading and landscaping regulations, Part 64, Chapter 30, shall apply.~~
~~(g) *Signs.* The provisions of the sign regulations, Part 65, Chapter 30, shall apply.~~

~~Sec. 30.469. Development standards for planned commercial developments in areas assigned the high intensity planned development land use designation.~~
~~(a) Development proposals for planned commercial developments on properties assigned the high intensity planned development land use designation shall comply with section 30.468 and the land use intensity and density standards provided in the table below.~~
~~Table of District Intensity and Density Standards~~

~~TABLE INSET:~~

~~Use Category~~	~~Transitional Areas Maximum~~	~~Core Areas Minimum~~	~~Core Areas Maximum~~
~~Residential~~	~~20 du/ac~~	~~20 du/ac~~	~~50 du/ac~~
~~Non-Residential~~	~~0.35 FAR~~	~~0.5 FAR~~	~~1.0 FAR~~

~~du/ac = dwelling units per net buildable acre~~
~~FAR = Floor Area Ratio~~

~~(b) The Board, after considering the recommendations of the Planning and Zoning Commission, may permit or require the phasing or staging of the proposed development over a specific period of time in order to satisfy the minimum intensity and density standards for core areas. Permission to phase or stage development shall be based upon and subject to a specific plan which indicates how and when minimum standards will be met. This plan may include such proposals as the conversion of surface parking facilities tostructured parking facilities with a concurrent increase in gross floor area of use, additional building phases and/or phased development of one (1) or more buildings.~~
~~(c) Regional commercial centers shall be excluded from the minimum floor area ratio requirement within designated core areas.~~

<u>Secs. 30-461-30.469. Reserved.</u>

Sec. 30.546. Site regulations, permitted uses.

(e) ~~*Setback*~~ *<u>Buffer</u> requirements.* ~~See section 30.1228, Active/Passive buffer setback design standards~~ <u>Part 67, Chapter 30 shall apply</u>.

Sec. 30.666. Building setback requirements.

The following setback requirements shall apply:

(d) ~~*Adjacent to residential.* See section 30.1228, Active/Passive buffer setback design standards~~. <u>Where required buffer widths under Part 67, Chapter 30, exceed the setback requirements of paragraphs (a), (b), and (c) above, the more restrictive standard shall apply.</u>

Sec. 30.703. Special restrictions.

(c) ~~Compliance with section 30.1228, Active/Passive buffer setback design standards, is required when property assigned the CN zoning classification abuts property assigned a residential zoning classification or land use designation.~~ <u>Buffering and landscaping shall comply with Part 67, Chapter 30.</u> Incandescent lighting may be used for illuminating the parking area, advertising signs, or any portion of the property as long as the direct light is not visible to drivers on the highways and no red or green illumination will be permitted within one hundred (100) feet of any street intersection.

Sec. 30.708. Front, side and rear yard requirements.

(d) ~~Adjacent to residential. See section 30.1228, Active/Passive buffer setback design standards~~. <u>Buffering and landscaping shall comply with Part 67, Chapter 30.</u>

Sec. 30.709. Landscaping and buffer requirements.

~~See section 30.1228, Active/Passive buffer setback design standards~~ Part 67, Chapter 30 shall apply.

Sec. 30.710. General provisions for all landscaped areas.

~~See section 30.1226~~ Part 67, Chapter 30 shall apply.

Sec. 30.724. Special restrictions.

(c) ~~Compliance with section 30.1228, Active/Passive buffer setback design standards, is required when property assigned the CS zoning classification abuts property assigned a residential zoning classification or land use designation.~~ Buffering and landscaping shall comply with Part 67, Chapter 30. Incandescent lighting may be used for illuminating the parking area, advertising signs, or any portion of the property as long as the direct light is not visible to drivers on the highways and no red or green illumination will be permitted within one hundred (100) feet of any street intersection.

Sec. 30.728. Front, side and rear yard requirements.

(d) ~~Adjacent to residential. See section 30.1228, Active/Passive buffer setback design standards~~. Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.729. Landscaping and buffer requirements.

~~See section 30.1228, Active/Passive buffer setback design standards~~ Part 67, Chapter 30 shall apply.

Sec. 30.730. General provisions for all landscaped areas.

~~See section 30.1226~~ Part 67, Chapter 30 shall apply.

Sec. 30.747. Front, side and rear yard requirements.

(d) ~~Adjacent to residential. See section 30.1228, Active/Passive buffer setback design standards~~. Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.748. Landscaping and buffer requirements.

~~See section 30.1228, Active/Passive buffer setback design standards~~ Part 67, Chapter 30 shall apply.

Sec. 30.749. General provisions for all landscaped areas.

~~See section 30.1226.~~ Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.767. Front, side and rear yard requirements.

(d) ~~Adjacent to residential. See section 30.1228, Active/Passive buffer setback design standards~~. Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.768. Landscaping and buffer requirements.

~~See section 30.1228, Active/Passive buffer setback design standards~~ Part 67, Chapter 30 shall apply.

Sec. 30.769. General provisions for all landscaped areas.

~~See section 30.1226~~ Part 67, Chapter 30 shall apply.

Sec. 30.787. Front, side and rear yard requirements.

(d) ~~Adjacent to residential. See section 30.1228, Active/Passive buffer setback design standards~~. Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.788. Landscaping and buffer requirements.

~~See section 30.1228, Active/Passive buffer setback design standards~~ Part 67, Chapter 30 shall apply.

PART 43. MXD MIXED DEVELOPMENT DISTRICT

Reserving Sections 30.808-30.820

Sec. 30.801. Intent and Purpose

The Mixed Development District provides for a mix of uses within a development site to encourage flexible and creative design, protect residential neighborhoods from adverse impacts, and reduce the cost of public infrastructure. The district is intended to encourage and promote well-planned and appropriate mixed use development or redevelopment that allows a blend of various uses including retail commercial, residential, institutional, and limited heavy commercial in a single project. As contemplated in the MXD zoning classification, "mixed" development consists of multiple uses on the same site, combined vertically in the same building, horizontally in multiple buildings, or a combination of the two.

Sec. 30.802. Applicability

(a) Location

The Mixed Development District shall be permitted only on properties designated MXD on the Future Land Use map of the Comprehensive Plan.

(b) Concept Plan

An application for a zoning map amendment to MXD shall be accompanied by a concept plan containing the following information:

- Proposed uses and their general locations on the site
- Density and intensity of the proposed development and component uses
- Existing residential uses in proximity to the development
- Setbacks, height limits, buffering, transitioning, architectural features, or other techniques proposed for maintaining compatibility with adjoining land uses
- Access points to external roadways

The proposed concept plan shall be evaluated by the Planning & Zoning Commission, with final approval by the Board of County Commissioners, and shall set limits and conditions for development within the subject property. Subsequent to rezoning, the applicant shall submit a detailed site plan consistent with the development criteria and limitations approved through the concept plan, which shall be reviewed and approved under the process set forth in Chapter 40.

After rezoning of the subject property, any substantial change to the approved concept plan shall be evaluated by the Board of County Commissioners through the same review process as the original application. The determination of "substantial" change shall be made by the Planning & Development Director based on criteria such as, but not limited to, the following:

- Additional use(s) not included in the original proposal
- Increase in density/intensity of any approved use
- Reconfiguration of uses such that neighboring residents and/or property owners within the development or on adjacent properties may be adversely affected
- Site design modifications that reduce compatibility with adjacent uses
- Changes in open space and recreational amenities that may reduce the development's appeal to residents and other users
- Any change potentially creating off-site impacts such as traffic, noise, stormwater drainage, and public facility demand
- Deviation(s) from standard LDC requirements
- Change(s) in number or location of access points

Sec. 30.803. Allowable Uses

(a) Except as provided in paragraph (d) of this Section, all developments in MXD shall include one or more uses from at least two of the following use categories as defined below:

Residential uses:	Single family (including zero lot-line units), duplex, townhouse, multiple-family units (including condominiums, accessory dwelling units, and upper-story apartments). Also group living uses including community residential homes, assisted living facilities, dormitory, fraternity/sorority, nursing homes.
Public and civic uses	Schools, day care facilities, government offices, medical facilities, places of worship. Also community service uses including but not limited to libraries, museums, community centers, convention centers, etc.
Commercial uses	Retail sales, professional offices, restaurants, indoor recreation, hotels/motels, self-storage, water-oriented recreational uses (only on sites adjoining natural water bodies).
Industrial uses	Uses listed as "permitted" in the M-1A district under Section 30.862, excluding the following: truck terminals public and private utility plants, stations and other facilities communication towers

(b) No use category shall exceed 80 percent of the total gross floor area of a development of 6 acres or greater in the MXD zoning classification.

(c) Distinct uses or components of an MXD development shall make joint use of all site amenities and facilities, such as open space, landscaping, parking, and stormwater management. They shall not be separated into functionally separate development sites. Subdivided parcels within a mixed use development shall be subject to all development criteria and conditions established in the overall concept plan. Such plan may not be altered without the consent of all impacted property owners, as identified by the Planning & Development Director.

(d) Single use developments in MXD shall be limited to residential use, and shall be permitted only on sites of less than 6 acres in gross area.

Sec. 30.804. MXD Density and Intensity Standards

Development in MXD shall be consistent with the following standards:

Type	Maximum	Maximum with Bonus
Residential	30 units/acre*	40 units/acre* if 20% of units qualify as workforce housing
Commercial	0.60 FAR**	• Additional 0.20 FAR if project qualifies as a workforce housing development • Additional 0.20 FAR if project meets minimum green certification levels per Policy FLU 5.15 of the Seminole County Comprehensive Plan • In no case shall FAR exceed 1.0
Industrial		
*Net Density **Floor Area Ratio		

Sec. 30.805. Site Design

(a) Building Placement

Criteria for the location of buildings within a particular mixed use development shall be a written component of the concept plan as required under Section 30.802(b). All such developments shall meet the standards described herein.

(1) Setbacks. Except as provided in (b) below, structures abutting external streets shall maintain a minimum setback of 25 feet. This setback shall be the same for all public street frontages unless stated otherwise on the approved concept plan. No setback or separation shall be required between adjacent buildings within the development. Minimum setback from internal streets shall be 12 feet.

For buildings not exceeding 35 feet in height, setbacks from adjacent properties outside the development shall be equal to the width of required buffers under Paragraph (2) below, or the following, whichever distance is greater:

Type of Adjacent Development	*Setback*
Single family residential zoning district	equal to building height
All others	equal to ½ building height
NOTE: See Sec. 30.806(4) below for requirements on buildings exceeding 35' in height.	

(2) Build-To Lines. The standard 25-foot setback may be reduced to zero in locations where the applicant proposes a pedestrian-oriented arrangement

of buildings and uses adjacent to a public street, including retail storefronts and sidewalks. In such situations, the Planning & Development Director may approve a "build-to" line at an intermediate distance subject to appropriate safety considerations, including but not limited to sight visibility at intersections, vehicular access, and speed of vehicular traffic. Structures adjacent to a build-to line shall be located a distance of 0-5 feet behind it. The following features may extend forward of the build-to line provided they do not encroach into public right-of-way and/or utility easements:

- outdoor cafes with seating directly in front of the primary building façade
- awnings and canopies
- balconies, arches, or other projections that do not obstruct pedestrian movement at street level

(b) Buffering and Compatibility

(1) Perimeter buffers for a mixed use development shall be in accordance with Part 67, and in particular Section 30.1290 where constrained site conditions apply.

However, on road frontages where a build-to line is in effect under the approved concept plan, the buffer shall consist of potted plants at a rate of 1 per 20 feet of building frontage. Minimum pot size shall be 36" in diameter and 24" in height. Each pot shall contain a plant species which will grow to a height of at least 3 feet, as well as low growing plants to cover the soil at the base of the larger species. The Planning & Development Director shall evaluate the suitability of all plant species.

(2) A mixed use development shall present a consistent and attractive perimeter appearance on all sides. Unfinished and/or unpainted walls shall not be visible from off-site. Supporting facilities, other than those for fire safety and stormwater management, shall also be hidden from view, including but not limited to:

- vehicle loading zones
- storage areas for equipment or merchandise
- mechanical units
- solid waste receptacles
- electrical substations and similar facilities
- restaurant coolers and freezers

(c) Open Space and Related Amenities

Open space consistent with Sections 30.1344(d) and (e) shall constitute 25 percent of the mixed use development. No less than 15 percent of the development site shall be open space comprised of outdoor land area (or water surface area as limited by Sec. 30.1344(d), while the remaining 10 percent may be made up of recreational facilities inside or on top of structures, including but not limited to:

- rooftop gardens, swimming pools or other facilities
- indoor fitness centers
- plant conservatories
- sculpture gardens
- curated art museums/galleries

Indoor and rooftop facilities shall be counted toward the open space area requirement on a square footage basis.

(d) Parking

An MXD project may vary from normal parking requirements only through an Alternative Parking Plan approved by the Planning & Development Director under Section 30.1235. In all cases, bicycle and motorcycle parking shall be provided consistent with Sections 30.1237 and 30.1221(b), respectively.

(e) Loading Zones

Loading zones or spaces shall be provided for all nonresidential uses as provided in Section 30.1224. However, variations from these requirements may be approved by the Planning & Development Director as part of an Alternative Parking Plan under Section 30.1235.

(f) Crime Prevention Through Environmental Design

All development in MXD shall be designed to implement the concepts of Crime Prevention through Environmental Design (CPTED) by incorporating the principles of natural surveillance, natural access control, and territorial reinforcement as presented in Part 75.

Sec. 30.806. Building Design

(a) General Appearance

The following components shall be incorporated into all buildings:

(1) Awnings, canopies or arcades shall be required over all doors, windows and other transparent elements. The height of the awnings, canopies or arcades shall be between 8 and 12 feet, and shall be a minimum of 4 feet in depth. Such elements may not encroach into the setback.

(2) A cornice shall be provided on the side of a building facing a residential use and/or an external public roadway at a minimum of 12 feet above the sidewalk or at a height similar to the cornice on an abutting property, but in no case shall the cornice exceed 35 feet.

(3) Non-residential buildings shall have a front entrance for pedestrians from the street-side of the building. Buildings shall incorporate lighting and changes in mass, surface or finish to emphasize their front entrances.

(4) Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12 to 16 feet above ground level, whichever applies to the proposed development. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the street. All buildings shall use at least three of the following design features along all elevations of the building:

divisions or breaks in materials chosen from a common palette
window bays
separate entrances and entry treatments, porticoes
variation in roof lines
awnings
dormers
gables
recessed entries
covered porch entries
cupolas

(b) Storefront Character

Buildings shall provide the following architectural features on the building frontage exterior:

(1) Corner lots shall contain corner building entrances.

(2) Regularly spaced and similar-shaped windows with window hoods or trim for each story within a building.

(3) Blank walls shall not occupy over 30% of any building side and shall not exceed 20 linear feet without being interrupted by a window, entry, or other fenestration element.

(c) Windows and Transparency

The following provisions shall be met for all non-residential buildings:

(1) The ground floor of all street-facing, park-facing, and plaza-facing structures, and façades facing a residential use, shall have windows covering a minimum of 50% and a maximum 80% of the ground floor of each storefront's linear frontage. Mirrored glass, obscured glass, and glass block cannot be used in meeting this requirement, although energy-saving window tinting with a minimum of 40% light transmittance shall be permitted. Display windows may be used to meet this requirement, but the window glass must be transparent and the display structure(s) shall be convertible to result in regular windows.

(2) Opaque materials behind displays that hide the interiors of buildings are prohibited unless the window display volume is filled with changeable display merchandise.

(3) Display windows shall be lit at night.

(4) The lower edge of a ground floor window shall be no more than 2.5 feet above finished floor level. The upper edge shall be no more than 6.5 feet above finished floor level. Reflective glass shall be prohibited.

(d) Building Height

(1) No specific maximum height shall be established in MXD, but height shall be in scale with property size and limited by the building setbacks identified in (c) below.

(2) The following ratios of building height to setback shall apply to residential uses in MXD:

Adjacent Development Type	*Height/Setback Ratio*
Single Family Detached	1/1
All other residential	2/1
NOTE: Setback shall not be less than required buffer width per Part 67.	

The required setback from an adjacent nonresidential use shall be equal to required buffer width under Part 67.

(3) Buildings exceeding 35 feet in height shall have one or more stepbacks in any wall facing a street. Stepbacks are a measure of the horizontal distance between a wall at a specified elevation and its position at street level. Where stepback requirements apply, buildings shall comply with the following table:

Building Height	*Stepback Distance**	*Maximum Stepback Elevation*
36-45'	10'	35'
46-55'	15'	45'
greater than 55'	20'	55'
*Distance behind main façade at street level		

(4) On parcels of 2 acres or greater which front on a lake, each building exceeding 35 feet in height shall have a maximum footprint of 20,000 square feet. Multiple buildings exceeding 35 feet shall be separated by a distance equal to the average height of all such buildings on the property.

The area(s) between buildings shall provide a clear and unobstructed view between the water and the road right-of-way adjacent to the buildings. Facilities or equipment, including but not limited to pool enclosures, mechanical equipment, and service areas shall not be located between the buildings.

(e) Exterior Lighting on Buildings

Exterior lighting shall be directed at the building itself without illuminating other areas of the site.

(f) Massing

Buildings taller than 45 feet in height shall display at least one of the following designs for the top of the building: a stepback at the top floor; a prominent projecting cornice; or a roof with a form such as a curve, slope, or peak. The Planning & Development Director may approve alternative designs for the top of the building.

(g) Parking Garages

Structured parking decks and surface parking shall be located on portions of the site not abutting residential-zoned property. Perimeter landscaping for parking garages shall be the same as for surface parking lots. However, no perimeter landscaping shall be required for any portion of the parking garage frontage that incorporates other ground floor uses. Interior landscaping requirements for surface parking lots may be met in parking garages by providing hanging baskets, landscape planters and/or flower boxes around the exterior of the first 3 levels of the parking garage structure, such that the amount of landscaping shall be approximately equal to that required for interior landscaping for a surface parking lot of equal capacity.

Parking structures shall also comply with the following requirements:

(1) Direct pedestrian access from parking garages to each adjacent street shall be provided.

(2) Except for vehicle entrances as described below, the ground floor shall be developed with enclosed commercial or office floor space to a minimum building depth of 30 feet along the entire length of the structure on each adjacent street, unless separated from the street by another building, parking lot and/or landscaped open space with a minimum depth of 30 feet.

(3) Vehicle entrances to parking structures shall be a maximum of 48 feet in width and shall be separated from other vehicle access to and from the structure or other parking structures on the same side of the block by a minimum distance of 400 feet.

(h) Outdoor Seating for Café or Restaurant

Where outdoor seating is provided adjacent to a street, the following requirements shall be met:

(1) A public sidewalk shall be provided along the street.

(2) Tables shall not encroach into the sidewalk.

(3) There shall be an open and accessible area, not blocked by tables, connecting the sidewalk to the front door.

(i) Building Color

The dominant color of the exterior of proposed buildings shall be an earthtone color. The following colors are prohibited: aquamarine, bright or hunters orange, chartreuse, cherry or "fire engine" red, chrome yellow, all day-glow colors, purple, turquoise, fluorescent colors. Permitted earthtone colors shall include, but are not limited to the following: almond, bluegrass, brick, burgundy, cedar beige, chamois, cobblestone, cordovan, cream, driftwood gray, Monterey pine, peacock green, puce, rose quartz, topaz. Other colors within the above earthtone color scheme may also approved by the Planning & Development Director.

Sec. 30.807. Circulation and Access

(a) Internal Circulation

Internal circulation shall accommodate pedestrians, bicycles, and public transit in a safe and convenient manner. Pedestrian walkways and bicycle paths within the development shall link to adjacent external sidewalks and public roads. All structures shall be directly accessible to foot traffic, with pedestrian walkways connecting parking areas to building entrances. Grade

separated pedestrian and bicycle pathways shall be provided to connect all buildings within a development.

The development shall include at least one sheltered transit stop, which shall be connected to the nearest principal structure with a covered and lighted pedestrian walkway. Walls of transit shelters and walkway shelters shall be constructed of transparent materials.

(b) Cross Access Easements

A system of joint use driveways and cross access easements shall be established wherever feasible along external public roadways, and the building site shall incorporate the following:

(1) A continuous service drive or cross access extending the entire length of each frontage to provide for driveway separation consistent with access management classification systems and standards.

(2) Stub-outs and other design features to make it visually obvious that the abutting properties may be tied in to provide cross access via a service drive.

(3) A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever feasible.

(c) Internal Street Design

Large scale development having internal streets intended to encourage pedestrian use shall be designed to the following standards:

(1) Existing or new streets, whether public or private, shall divide the site into blocks. In general, block lengths shall be between 200 and 500 feet. For blocks longer than 500 feet, pedestrian midblock crossings are required.

(2) New internal streets shall be designed as outlined in the following chart:

Required Elements of Internal Street Design	
Number of Travel Lanes	2, two-way
Width of Travel Lanes	12'
Parking Lane	Both sides, every block
Parking Lane Width	7'
Sidewalks	Both sides, every block
Sidewalk Width	11'
Sidewalk Uses	Furniture*, foot travel
Planting Strip Width	None (wide sidewalk adjacent to parking lane)
Urban Landscape	At a minimum, a 36" diameter pot by 24" high shall be provided for every 20 feet of building frontage. The potted plant shall be twice as high as the height of the pot. Low

Required Elements of Internal Street Design	
	growing, flowering annuals shall also be planted at the top of the pot.
Landscaping	Street trees in wells
Traffic Calming	Bulb-outs, pavement texture, raised crosswalks
* Furniture includes those features associated with a street that are intended to enhance the street's physical character and use by pedestrians, including benches, bus shelters, trash receptacles, planting containers, pedestrian lighting, and kiosks.	

Secs. 30.808-30.820. Reserved.

Sec. 30.867. Front, side and rear yard requirements.

(d) ~~*Adjacent to residential.* See section 30.1228, Active/Passive buffer setback design standards.~~ Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.868. General provisions for buffering and all landscaped areas.

~~See section 30.1228~~ Part 67, Chapter 30 shall apply.

Sec. 30.886. Front, side and rear yard requirements; setbacks for outdoor advertising signs.

(d) ~~*Adjacent to residential.* See section 30.1228, Active/Passive buffer setback design standards~~. Buffering and landscaping shall comply with Part 67, Chapter 30.

Sec. 30.887. General provisions for buffering and all landscaped areas.

~~See section 30.1226~~ Part 67, Chapter 30 shall apply.

Sec. 30.907. Landscaping and buffer requirements.

(a) *Landscaping.* As required by ~~sections 30.1226 through 30.1231 of the Land Development Code~~ Part 67, Chapter 30.

~~(f) *Adjacent to residential buffer.* See section 30.1228, Active/Passive buffer setback design standards.~~

Sec. 30.1076. ~~Active passive/buffer~~ General buffering requirements.

The provisions of ~~section 30.1232 is~~ Part 67, Chapter 30 are specifically included among the general Code requirements applicable to properties in the gateway corridor.

Sec. 30.1111. Wekiva River Protection Area Environmental Design Standards.

(c) *Clustering and the Planned ~~Unit~~ Development (~~PUD~~ PD).* On property having the Suburban Estates land use designation, the use of Planned ~~Unit~~

Development ("~~PUD~~" "PD") zoning may only be permitted if the Planning ~~Manager~~ and Development Director and the Natural Resources Officer verify that a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors can be achieved by clustering. Natural features that may be protected using ~~PUD~~ PD zoning include, but are not limited to, floodprone areas, karst features, most effective recharge areas, or other environmentally sensitive natural habitat.

(d) *Protection of Listed Species.*

(1) As a condition for development approval or ~~PUD~~ PD rezoning, applicants shall be required to complete a survey of plants and wildlife including those species designated as endangered, threatened, or species of special concern pursuant to Rules 39-27.003, 39-27.004 and 39-27.005, Florida Administrative Code, utilizing the most current wildlife methodology guidelines published by the Florida Fish and Wildlife Conservation Commission ("FFWCC") and current information from the Florida Natural Areas Inventory.

Sec. 30.1144. Fences and entrance features.

(c) In the case of nonresidential property abutting residential property, compliance with ~~section 30.1232, "Active /passive buffer setback design standards"~~ Part 67, Chapter 30 shall be required. If a wall is required, it shall be in accordance with the color scheme of the principal structure.

Sec. 30.1204. Building height.

(b) Buildings in excess of thirty-five (35) feet in height may be permitted on parcels of property that are part of a planned ~~unit~~ development ~~or a planned commercial development~~ and which are assigned the higher intensity planned development land use designation as approved by the Board of County Commissioners.

Sec. 30.1221. Off-street parking requirements.

The existing section shall be renumbered as Paragraph (a). The following language shall be added as Paragraph (b):

(b) Motorcycle parking shall be provided for any development required by Sec. 30.1221(a) to have 30 or more parking spaces, and shall constitute 3 percent of the total required parking for the site. Motorcycle parking spaces in excess of 3 percent shall be considered optional and shall be provided in addition to parking required under Sec. 30.1221(a). Parking for motorcycles may substitute for required full-size parking spaces subject to the following criteria:

(1) The development is subject to motorcycle parking requirements under Paragraph (b) above.

(2) In computing the number of spaces required, a fractional calculation shall be rounded to the nearest whole number.

(3) Motorcycle spaces shall be clearly marked, with minimum dimensions of 4 feet by 8 feet. They shall be well-lighted and located within 50 feet of a building entrance.

(4) Regardless of surfacing material(s) used in the balance of the site's parking facilities, motorcycle spaces shall be paved in asphalt, concrete, or other hard surface suitable to support kickstands or similar mechanisms without damage.

(5) Motorcycle parking shall be separated from other parking areas by one or more physical barriers, such as bollards, curbs, wheel stops, etc.

Sec. 30.1222. Location of off-street parking spaces.

(d) Off-street parking provided for above-store or above-office flats on property assigned either the C-1, C-2 or ~~PCD~~ PD zoning classification shall be clearly defined and separated from all commercial parking.

Secs. 30.1226-1232. Reserved.

~~Sec. 30.1226. Purpose and intent of water-efficient landscaping regulations.~~

~~(a) The purpose of these land development regulations is to establish minimum standards for the development, installation and maintenance of all landscaped areas required by this Code without inhibiting creative landscape design. Specific water conservation measures are required such as the preservation of existing natural vegetation when appropriate. The establishment of these minimum requirements and the encouragement of resourceful planning are intended to protect and preserve the appearance, environmental quality, character and value of surrounding neighborhoods and thereby promote the public health, safety and general welfare of the citizens of Seminole County.~~

~~(b) Creative site development concepts shall be used in order to promote water conservation. Water conservation requirements may be reduced by providing for:~~

~~(1) The preservation of existing plant communities;~~

~~(2) The use of native plant species;~~

~~(3) The re-establishment of native plant communities;~~

~~(4) The use of drought tolerant plant species;~~

~~(5) The use of site specific plant materials;~~

~~(6) The design, installation and maintenance of irrigation systems which eliminate the waste of water due to over application or loss from damage;~~

~~(7) The use of shade trees to reduce transpiration rates of lower story plant materials;~~

~~(8) Placement of vegetation in such a way that promotes energy conservation through shading;~~

~~(9) The use of pervious paving materials;~~

~~(10) The use of water efficiency in landscaping; and~~
~~(11) Other environmentally sensitive site development concepts.~~

~~(c) Vegetation protection and preservation objectives are:~~
~~(1) To reduce the use of irrigation water in open space areas by promoting the preservation of existing plant communities;~~
~~(2) To prevent the removal of existing vegetation in advance of the approval of land development plans; and~~
~~(3) To prevent the removal of existing vegetation when no replacement vegetation plan has been prepared for the site.~~

~~(d) To achieve the objectives of these land development regulations, this Code incorporates six (6) basic principles of water-efficient landscaping. These principles are set forth below for the purpose of giving guidance and direction for administration and enforcement:~~
~~(1) Planning and design;~~
~~(2) Appropriate plant selection;~~
~~(3) Practical turf areas;~~
~~(4) Efficient irrigation;~~
~~(5) Use of mulches;~~
~~(6) Appropriate maintenance.~~

~~Sec. 30.1227. Application of water-efficient landscaping regulations.~~

~~The provisions of this part shall apply to all real property situated within the unincorporated areas of Seminole County that are required to be landscaped by this Code.~~

~~Sec. 30.1228. General provisions for all landscaped areas.~~

~~(a) *Quality of plant material.* All plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," published by the State of Florida, Department of Agriculture, except when the Planning Manager finds that, the existing native vegetation will provide the necessary visual screening. Existing trees situated in the required buffer may be used to satisfy the buffer tree requirement.~~

~~(b) *Tree planting standards.* Trees shall have a minimum height of eight (8) feet and minimum caliper of two and one-half (2 1/2) inches with an overall average of three (3) inches, measured one (1) foot above ground, immediately after planting. Trees shall not be placed where they interfere with site drainage. Where utility lines are present, canopy trees shall be placed at the edge of the required buffer area farthest from the utility lines.~~

~~(c) *Required mix of tree species.* When ten (10) or more trees are required to be planted to meet the requirements of this chapter, a mix of tree species shall be provided, at least one (1) of which shall be native to the Central Florida region. The minimum number of species to be planted are indicated below.~~

~~REQUIRED MIX OF TREE SPECIES~~
~~TABLE INSET:~~

~~Required Number of Trees Planted~~	~~Minimum Number of Species~~
~~10--20~~	~~2~~
~~21--30~~	~~3~~
~~31--40~~	~~4~~
~~41±~~	~~5~~

~~(d) *Shrubs and hedges.* Shrubs shall be a minimum of two feet (2') in height immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous and unbroken visual screen within a maximum of one (1) year after the time of planting.~~

~~(e) *Ground cover.* Ground cover plants include plant materials which reach a maximum height of not more than twenty-four (24) inches and may be used in lieu of grass. Ground cover plants must present a reasonably complete coverage at time of planting. Ground cover plants shall be a minimum of one (1) gallon size when planted and spaced a maximum of two (2) feet on center.~~

~~(f) *Turfgrass.* Grass areas shall be planted in species normally grown as permanent lawns in Seminole County. Grass areas may be sodded, plugged, sprigged or seeded; provided, however, that solid sod shall be used in swales or other areas that are found, by the Planning Manager, to be subject to erosion. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases. Turfgrass areas should be consolidated and limited to those areas on the site that receive pedestrian traffic, provide for recreationaluses, provide soil erosion control such as on slopes or in swales; or where turfgrass is used as a design unifer, or other similar practical use.~~

~~(g) *Mulch.* Mulch shall be installed and maintained at a minimum depth of two (2) inches on all planting areas except annual beds. Organic mulches such as wood chips, pine needles or oaks leaves are preferred.~~

~~(h) *Installation.* All landscaping shall be installed in accordance with professionally and generally accepted commercial planting procedures. Soil which is free of limerock, pebbles and other construction debris shall be used. Installation of landscape materials shall be accomplished in accordance with the approved Landscape Plan.~~

~~Sec. 30.1229. Water-efficient landscaping design requirements.~~

~~(a) *Required techniques.* When the construction upon or the development of a new site or the redevelopment, reconstruction, upgrading, expansion or change in use of a previously developed site is such that a landscape plan is required, the provisions of this section shall be applied to all landscaped areas required by this chapter consistent with the water-efficient landscaping standards established herein and submitted in compliance with the requirements of state law.~~

(1) *Water use zones.* Installed trees and plant materials shall be grouped together into zones according to their water use needs. The water use zones shall correlate to the water use zone designations identified in the approved plant species list set forth in Figure 1 to this part. Plants with similar cultural (soil, climate, sun and light) requirements should be grouped together and irrigated according to their water requirements. Turfgrass shall be irrigated on a separate zone from trees, shrubs and groundcover beds. The proposed water use zones shall be shown on the landscape plan and the irrigation system plan.

(2) *Design standards.* Low water use zone plant material shall comprise at least twenty (20) percent of the total regulated landscaped areas. High water use zone plant material which includes most turf grasses shall comprise no more than forty (40) percent of the total regulated landscape area.

(3) *Use of drought-resistant plant material.* All new or replacement plantings required for any off-street parking area or landscape buffer shall use, to the maximum extent possible, native plant material or other species with equivalent drought-resistant properties. The intent of this requirement is to promote and conserve the County's water resources.

(4) *Preservation of existing native plants and material.* Every reasonable effort shall be made in the design and construction of all site improvements and alterations to save existing healthy trees and native vegetation and maintain the existing topography. The Planning Manager may require alternate designs and construction techniques to better achieve tree and native vegetation preservation while still allowing the permitted use of the property. Every reasonable effort shall be made to preserve trees and native vegetation to act as visual and noise buffers along the perimeters of single-family subdivisions and all other developments. Existing native vegetation specified to remain shall be preserved in its entirety, with all trees, understory and ground cover left intact. Areas of existing natural vegetation should not be irrigated.

(5) *Mulch.* In order to preserve soil moisture, all planting areas shall be mulched with no less than two (2) inches of organic mulch, such as wood chips, pine needles or oak leaves. Mulch shall be placed directly on the soil or landscaping fabric and planting areas shall be properly edged to retain mulch.

(6) *Irrigation.* Irrigation systems, when required, shall be designed to correlate to the organization of plants into zones as described in subsection (1) above. The water use zones shall be depicted on the irrigation plan and landscape plan. A temporary aboveground irrigation system may be used in areas where low water use zone trees and plant material are proposed. All permanent underground irrigation systems shall be automatic with cycling capacity and shall be designed to avoid irrigation

~~of impervious surfaces. Irrigation systems shall be maintained to eliminate waste of water due to loss from damaged, missing or improperly operating sprinkler heads, valves, pipes, or controllers.~~

~~(7) *Approved plant species list.* All plant material proposed to be installed on a site to meet the requirements of this Code shall be site appropriate and selected from the Approved Plant Species List set forth in Figure 1 to this Part. Use of any other species shall require prior approval by the Planning Manager. The plants listed in Figure 1 to this part have demonstrated ability to grow and thrive in the Central Florida Area.~~

~~(b) *Prohibited plant species.* The exotic and nuisance plant species set forth in Figure 2 to this part shall not be planted.~~

~~Sec. 30.1230. Landscaping of parking areas.~~

~~(a) *General landscaping requirements for parking areas.* All parking areas, excluding those required for single-family or duplex dwelling units, shall meet or exceed the following general landscaping requirements which shall be considered supplemental to the landscaping provisions of any other provision of this Code:~~

~~(1) *Internal landscaping regulations.* All parking areas shall have sufficient internal landscaping, as determined by the Planning Manager, to provide visual and climatic relief from broad expanses of pavement and to channelize and define logical areas for pedestrian and vehicular circulation. Interior landscaping shall cover a minimum of ten (10) percent of parking areas. One (1) canopy tree shall be planted for every two hundred (200) square feet of required interior landscaping. Internal tree islands shall be used to subdivide parking areasinto parking bays with not more than forty (40) spaces; provided, however, that no more than twenty (20) spaces shall be in an uninterrupted row. Tree islands shall be a minimum of one hundred (100) square feet in size and a minimum of eight (8) feet in width.~~

~~(2) *Landscape buffer along public rights-of-way.* If consistent with sound engineering practices and permitted by federal and state law, a landscape buffer shall be provided along the entire length of, and contiguous to, any property line adjacent to streets or public rights-of-way. The landscape buffer shall be a minimum of five (5) feet in width with an overall average width of ten (10) feet. To provide design flexibility for planting trees away from overhead utility lines and to provide adequate space for meandering landscape berms, variations in the width of the buffer are encouraged.~~

~~(3) *Planting requirements along public rights-of-way.* If consistent with sound engineering practices and permitted by federal and state law, a screen of landscaping, composed of natural and/or man-made materials, shall be arranged or planted in the designated landscape buffer in order that a height of at least three (3) feet shall be attained within one (1) year after~~

~~planting and shall screen a minimum of seventy-five (75) percent of the parking areas to that height, as viewed from the right-of-way line. Four (4) canopy trees shall be planted for every one hundred (100) linear feet, or fraction thereof, of frontage along a street or other public rights-of-way. Existing trees located in the landscape buffer may be used to meet this requirement. The trees shall be spaced evenly; provided, however, that an administrative variance to this requirement may be granted by the Planning Manager in order to allow a reasonable and beneficial use to the property. Trees shall be no closer to the roadway than allowed by federal, state or County adopted safety or engineeringstandards. If the roadway is subject to a special corridor protection ordinance, the more stringent development standards shall apply. See Figure 3 to this part for a landscaping diagram example.~~

~~(4) *Wheel stops/curbing.* All landscaped areas shall be protected from vehicle encroachment by wheel stops or curbing. If curbing is raised above abutting landscaped areas, it shall be perforated to permit drainage from the paved ground surface area onto the landscaped area. Where a wheelstop or curb is utilized, the paved area between the curb and the end of the parking spaces may be omitted if the area is landscaped in addition to the required landscaping herein with a material such as ground cover, rock, or gravel, requiring minimal maintenance.~~

~~(5) *Landscaping between building and parking lots.* A landscape buffer of at least ten (10) feet in width should normally be located between each building and parking lot.~~

~~(b) *Required landscaping adjacent to other properties.* Landscaping shall be installed to screen parking areas from adjacent and proximate properties as provided below:~~

~~(1) Where parking areas are adjacent to properties assigned a zoning classification which allows only residential uses or properties assigned a residential land use designation, the provisions of section 30.1232, Active/passive buffer and setback design standards, shall apply.~~

~~(2) Where parking areas are located adjacent to property which is assigned a non-residential zoning classification, all land between the parking area and the property line shall be landscaped. Said landscaping shall include a bufferyard at least five (5) feet in width containing a screen of landscaping, composed of natural and/or planted material, arranged or planted so that a height of at least three (3) feet shall be attained within (1) year after planting, so as to screen a minimum of seventy-five (75) percent of the parking area, to that height, as viewed from the adjacent property. One (1) tree shall be planted for each twenty-five (25) linear feet, or fraction thereof. Where the adjacent property contains a conforming hedge, wall, or other durable landscape feature and the Planning Manager makes a finding that the intent of this section is furthered, he or she may grant a~~

~~variance as to the landscape screening requirements with regard to the rear or side lot lines, except that no variance may be granted asto the tree planting requirements set forth therein. Said trees shall be installed in the buffer area adjacent to each of the adjoining properties.~~

~~(3) *Joint driveways.* Whenever a joint driveway or cross access easement configuration is required by the County or otherwise installed, the Planning Manager may adjust the location and design of landscape areas required on the building site(s).~~

~~(c) *Intersection visibility.* When an accessway intersects a public right-of-way, landscaping shall be used to define the intersection; provided, however, that all landscaping within the triangular areas described below shall provide unobstructed cross-visibility at a level between two (2) feet and six (6) feet. Trees may be trimmed if they create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three (3) feet from the edge of any accessway pavement. The aforementioned triangular areas aredescribed as follows:~~

~~(1) The areas of property on both sides of an accessway formed by the intersection of each side of the accessway and the public right-of-way pavement line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the other two (2) sides.~~

~~(2) The area of property located at a corner formed by the intersection of two (2) or more public streets with two (2) sides of the triangular area being measured thirty (30) feet in length along the abutting edges of pavement, from their point of intersection, and the third being a line connecting the ends of the other two (2) lines.~~

~~Sec. 30.1231. Landscape plan and irrigation plan submittal requirements.~~

~~(a) A landscape plan and irrigation plan, when required, shall be submitted by the applicant. The landscape plan shall graphically portray the layout of all landscape plant materials, turf areas, walls, fences and buffers, pavement and parking areas, curbing, structures, signs, easements, existing or proposed utility service lines and all other site improvements. The landscape plan shall list the common and botanical name, size, quantity and spacing of each item. The landscape plan and irrigation plan shall indicate the total regulated landscape area and size of each water use zone by square feet. In addition, the landscape plan shall clearly indicate the location of existing vegetation which shall remain undisturbed. Any existing trees three (3) inches in diameter or larger proposed for removal shall be clearly indicated. Groups of trees in close proximity may be designated as "clumps" of trees on the plan.~~

~~(b) The irrigation plan shall be submitted showing a detailed layout and description of a permanent underground irrigation system providing one~~

~~hundred (100) percent coverage of all landscaped areas. The irrigation plan shall include information such as sprinkler head type, pipe size, radius of throw, valve and backflow preventer and rain sensor device locations.~~

~~(c) All water use zones shall be indicated on the landscape plan and irrigation plan. Turf areas shall be irrigated on separate zones from trees, shrubs and ground cover beds. A rain sensor device or switch shall be required on any newly installed automatic irrigation system to prevent irrigation during periods of sufficient rainfall. The use of low volume, emitter or target irrigation is preferred for trees, shrubs and ground cover. Significant irrigation overthrow onto impervious surfaces is prohibited. The use of irrigation systems shall comply with all water use restrictions imposed by law.~~

~~(d) The Planning Manager may permit the use of a temporary above-ground irrigation system in areas where drought tolerant/low water use zone plant material is proposed to be planted for the entire landscaped area. An irrigation plan shall not be required in such circumstances.~~

~~(e) When an effluent reuse system is available to serve the premises and sufficient capacity exists, reclaimed water shall be used to irrigate any area required to be landscaped. The landscape and irrigation plan shall be exempt from the requirements of subsections 30.1229(a)(1), (a)(2) and (a)(3).~~

~~(f) The landscape plan and irrigation plan shall be reviewed by the Planning Manager and building permits shall not be issued until a landscape plan and irrigation plan is approved. Irrigation systems shall be installed according to manufacturer's specifications and the Florida Irrigation Society Standards and Specifications for Turf and Landscape Irrigation Systems.~~

~~(g) *More restrictive landscaping requirements.* When landscaping requirements are included as part of the regulations for any zoning classification, the more restrictive requirements shall govern. It is intended that these regulations be used in conjunction with other landscaping regulations.~~

~~(h) *Enforcement.* All landscaping required by this section shall be installed prior to issuance of a certificate of occupancy by the building official.~~

~~(i) *Maintenance.* The property owner, tenant and any agent of an owner or tenant shall be jointly and severally responsible for the proper maintenance of irrigation systems and of all landscaping in good condition so as to present a healthy and orderly appearance, free of refuse and debris and to provide proper maintenance of the plant material in order that it will, at all times, conform to the provisions of this Code. This requirement includes, but is not limited to, the replacement of plants damaged by insects, diseases,vehicular traffic, acts of God and vandalism. Necessary replacements shall be made within forty-five (45) days after notification by the Planning Manager of a violation of this section. Shrubs required by this chapter as part of a hedge or durable landscape screen shall be maintained at the minimum required height or greater. Irrigation systems installed to meet the requirements of this code~~

~~shall be maintained in proper operating condition at all times to prevent waste of irrigation water.~~

~~(j) *Waiver.* The Board of County Commissioners, or their designee, may grant a waiver from the provisions of this section when such waiver is found to not be contrary to the public interest and furthers the intent and purposes of this chapter.~~

~~(k) *Administrative variances.* The Planning Manager may approve a maximum reduction of up to twenty (20) percent of the required minimum yard setbacks for principal and accessory buildings and vehicular use areas upon making a finding that the variance will protect and encourage the preservation of large canopy, specimen, or historic trees if the preservation of existing trees and vegetation can be assured during and after site development.~~

~~Sec. 30.1232. Active/passive buffer setback design standards.~~

~~(a) Unless otherwise specified, the following active/passive design standards shall apply to all commercial, office, industrial and multi-family development adjacent to properties assigned a residential zoning classification or a residential land use designation. Buffers and setbacks required by this section are intended to separate incompatible land uses and eliminate or minimize adverse impacts such as light, noise, glare and building mass on adjacent residential uses. The Planning Division Manager shall make the final determination of active and passive edge(s) during the site plan review process.~~

~~(b) *Building setback regulations.* Front setbacks shall comply with the requirements of the applicable zoning classification for the parcel under development. Side and rear setbacks shall comply with Table 1 of this section.~~

~~(c) *Passive buffers.* The use of passive buffers may occur only on the passive edge(s) of a building site. In using passive buffers, the following requirements shall be met:~~

~~(1) *Buffer width:* A minimum of fifteen (15) feet in width. Bufferyards shall be located at the perimeter of the building site for any given use and not in any portion of a public or proposed right-of-way.~~

~~(2) Buffer components shall include the following:~~

~~a. A perimeter brick or masonry wall six (6) feet in height located within the buffer, as determined by the Planning Manager, to maximize compatibility with surrounding uses. A landscaped earthen berm or a combination of brick or masonry wall and earthen berm may be used in lieu of the wall if the height of landscaping reaches six (6) feet with approximately one hundred (100) percent opacity within one (1) year after planting.~~

~~b. Landscaping shall consist of four (4) canopy trees a minimum of two and one-half (2 1/2) inches in diameter, with an overall average of three (3) inches in diameter measured at one (1) foot above ground for every one hundred (100) linear feet of buffer. Trees may be planted at regular intervals or clustered into groups if the Planning Division Manager finds that groupings provide a better visual/noise screen for adjacent residential uses.~~

~~c. Existing natural vegetation may be used in lieu of a wall and landscaping under the following circumstances:~~

~~1. The existing vegetation consists of canopy and sub-canopy trees which meet the minimum buffer component requirements and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet.~~

~~2. The landscape plan contains sufficient measures to ensure the viability of the natural buffer during and after site development.~~

~~d. Stormwater retention/detention facilities in landscape buffers. The Planning Division Manager may allow stormwater retention/detention facilities to encroach into designated landscape buffers to a maximum of fifty (50) percent upon finding that all planting and structural requirements of the landscaping provisions of this Code are met and the visual screen provided by the bufferyard will be fully achieved and maintained. Retention areas shall be designed to be dry within twenty-four (24) hours of a twenty-five (25) year storm event and to not require fencing around such areas.~~

~~e. Pedestrian access. Pedestrian access through the perimeter wall and buffer may be provided at the abutting resident's or homeowners association's option to provide convenient pedestrian access to non-residential uses such as commercial areas or schools.~~

~~(d) *Active buffer.* In using active buffers, the following requirements shall be met:~~

~~(1) *Buffer width:*~~

~~a. A minimum of twenty-five (25) feet in width for buildings and uses up to one (1) story.~~

~~b. A minimum of fifty (50) feet in width for buildings and uses two (2) stories and over.~~

~~c. Bufferyards shall be located at the perimeter of the building site for any given use and not in a public or proposed right-of-way. Parking areas shall not be permitted in the buffer.~~

~~(2) Buffer components shall include the following:~~

a. ~~A brick or masonry wall six (6) feet in height located within the buffer, as determined by the Planning Manager, to maximize compatibility with surrounding uses. A landscaped earthen berm or a combination of brick or masonry wall and earthen berm may be used in lieu of the wall if the height of landscaping reaches six (6) feet with approximately one hundred (100) percent opacity one (1) year after planting.~~

b. ~~Landscaping shall consist of eight (8) canopy trees a minimum of two and one-half (2 1/2) inches in diameter, with an overall average of three (3) inches in diameter measured at one (1) foot above ground for every one hundred (100) linear feet of buffer. Trees may be planted at regular intervals, in double rows or clustered into groupings if the Planning Division Manager finds that groupings provide a better visual/noise screen for adjacent residential uses.~~

c. ~~Existing natural vegetation may be used in lieu of a wall and landscaping under the following circumstances:~~

   1. ~~The existing vegetation consists of canopy and sub-canopy trees which meet the minimum buffer component requirements and are of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet.~~

   2. ~~The landscape plan contains sufficient measures to ensure the viability of the natural buffer during and after site development.~~

d. ~~Stormwater retention/detention facilities in landscape buffers. The Planning Division Manager may allow stormwater retention/detention facilities to encroach into designated landscape buffers to a maximum of fifty (50) percent upon making a finding that all planting and structural requirements of the landscaping provisions of this Code are met and the visual screen provided by the bufferyard will be fully achieved and maintained. Retention areas shall be designed to be dry within twenty-four (24) hours of atwenty-five (25) year storm event and not to require fencing around such areas.~~

(3) ~~*Pedestrian access.* Pedestrian access through the perimeter wall and buffer may be provided at the abutting resident's or homeowners association's option to provide convenient pedestrian access to non-residential uses such as commercial areas or schools.~~

(4) ~~The following table prescribes the landscape buffer and setback requirements relating to the height of buildings when the following uses are adjacent to existing residential land uses and/or property assigned a residential zoning classification or land use designation.~~

~~Table 1~~
~~PASSIVE/ACTIVE~~
~~LANDSCAPE BUFFER AND SIDE AND REAR SETBACK REQUIREMENTS~~
~~TABLE INSET:~~

~~Building Height and Use~~	~~Passive Side of Building Buffer/Setback~~		~~Active Side of Building Buffer/Setback~~	
~~One (1) Story~~	~~—~~	~~—~~	~~—~~	~~—~~
~~Office~~	~~15~~	~~25~~	~~25~~	~~50~~
~~Commercial~~	~~15~~	~~25~~	~~25~~	~~50~~
~~Multi-Family~~	~~15~~	~~25~~	~~25~~	~~50~~
~~Light Industrial~~	~~15~~	~~25~~	~~25~~	~~100~~
~~Industrial~~	~~15~~	~~25~~	~~25~~	~~150~~
~~Two (2) or More Stories~~	~~—~~	~~—~~	~~—~~	~~—~~
~~Office~~	~~15~~	~~50~~	~~50~~	~~100~~
~~Commercial~~	~~15~~	~~50~~	~~50~~	~~100~~
~~Multi-Family~~	~~15~~	~~100~~	~~50~~	~~100~~
~~Industrial~~	~~15~~	~~150~~	~~50~~	~~150~~

~~(e) The active/passive buffer requirements set forth in Table 1 shall not be applied to a parcel if the parcel has received site plan approval or preliminary plat approval pursuant to the provisions of this Code prior to the abutting parcel being assigned a residential land use designation if construction has commenced within one (1) year of the site plan approval or if a bona fide final plat application has been submitted within one (1) year of preliminary plat approval.~~

~~(f) The active/passive buffer requirements set forth in Table 1 shall additionally not be applied to a parcel if (1) the parcel has existed adjacent to a parcel that would not have required active/passive buffers and (2) the adjacent parcel has received a residential land use or zoning approval after March 1, 2000 that would otherwise require the enforcement of the active/passive buffer requirements.~~

Sec. 30.1235. Alternative Parking Plan Options

The Planning & Development Director may approve alternative plans for providing off-street parking spaces required by this Section in accordance with the provisions below.

(a) *Procedure.* Alternative parking plans may be approved, approved with conditions, or denied by the Planning & Development Director in accordance with the following criteria:

(1) the requested adjustment in standard parking requirements is the minimum needed for reasonable use of the site under the provisions of the applicable zoning classification and/or approved concept plan for the site;

(2) the proposed parking plan will not have an adverse impact on land use compatibility in the area due to noise, traffic impacts, inadequate buffering/setbacks, or other elements of development design; and

(3) approval of the parking plan is consistent with the purpose and intent of the zoning classification.

(b) *Applicant-Submitted Parking Data.* Data submitted by the applicant may be used to determine the appropriate ratio for the specific proposed use. Such data may include site studies from similar uses, generally accepted engineering standards (for example, Institute of Transportation Engineers trip rates), or independent engineering calculations based on the nature of the proposed use.

(c) *On-Street Parking.* If on-street parking is allowed on the street abutting the subject parcel, then any legal on-street parking spaces located on the abutting street entirely within the extension of the subject parcel's side lot lines may be counted toward meeting off-street parking requirements.

(d) *Off-Site Parking.* Off-site parking spaces may be located on a separate lot from the lot on which the principal use is located if approved by the Planning & Development Director and in accordance with all of the following standards.

(1) *Ineligible Activities*

Off-site parking may not be used to satisfy the off-street parking standards for residential uses (except for guest parking), restaurants, convenience stores or other convenience-oriented uses. Required parking spaces reserved for persons with disabilities shall not be located off-site.

(2) *Location*

All off-site parking spaces shall be located within 750 feet of the primary entrance of the use served. Off-site parking may not be separated from the use that it serves by a street right-of-way with a width of more than 80 feet or any road classified as an arterial or collector.

(3) *Zoning Classification*

Off-site parking areas serving uses located in nonresidential zoning districts shall be located in nonresidential zoning districts. Off-site parking areas serving uses located in residential zoning districts may be located in residential or nonresidential zoning districts. Off-site parking serving mixed use developments may be located in residential or nonresidential zoning districts if the development has a residential component.

Off-site parking for uses located within a Mixed Development (MXD) District shall not be permitted. For the purpose of this Section, "site" shall mean the outer boundary of the MXD concept plan.

(e) *Shared Parking*

(1) *Location*

Shared parking spaces shall be located within 750 feet of the primary entrance of all uses served. No portion of a development site containing shared parking shall be sold, subdivided, or otherwise separated from the uses it serves without the approval of the Planning & Development Director.

(2) *Zoning Classification*

Shared parking areas serving uses located in nonresidential zoning districts shall be located in nonresidential zoning districts. Shared parking areas serving uses located in residential zoning districts may be located in residential or nonresidential zoning districts. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area. Uses located within a Mixed Development (MXD) District shall not share parking with any use(s) located outside the subject development.

(3) *Shared Parking Study*

Applicants wishing to use shared parking as a means of satisfying off-street parking requirements shall submit a shared parking analysis to the Planning & Development Director. The study shall be provided in a form established by the Planning & Development Director and made available to the public. It shall address, at minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.

(f) *Parking Agreements*

Prior to receiving approval of shared or off-site parking, the applicant shall submit to the Planning & Development Director a parking agreement signed by all affected property owners. The agreement shall be in a form established by the Planning & Development Director, shall be recorded in the official records of Seminole County, and shall include the following information, as applicable:

- Addresses, business names, legal descriptions, and/or other indications of participating uses;

- Number and location of parking spaces to be shared, as indicated on a site plan or drawing included in the agreement;
- Number and location of off-site parking spaces to be used by a proposed development, as indicated on a site plan or drawing included in the agreement;
- Statement acknowledging that parking provided under this Section shall remain available to agreement participants in perpetuity, or until other adequate parking is provided in accordance with this LDC.

An off-site or shared parking agreement may be revised or rescinded only if all required off-street parking spaces will be provided for all affected properties in accordance with Section 30.1221(a).

Sec. 30.1236. Bicycle Parking

(a) *Purpose.* Bicycle parking facilities shall be provided for all commercial, office, multi-family residential, and/or institutional developments except as exempted by the Planning & Development Director based on one or more of the following factors:

- the development has no convenient or safe access to a wider network of streets or trails suitable for bicycle travel;
- the use or facility would principally operate during hours of darkness;
- the facility is not designed or intended to accommodate pedestrians or bicycle users (e.g., mini-storage facility, carwash); or
- the facility will not be open to access by the public.

Bicycle parking facilities may be shared between adjacent developments through the use of an easement, recorded agreement between property owners, or other form of documentation that ensures joint access for an indefinite period. Residential developments shall include bicycle parking for swimming pools, clubhouses, playgrounds, or other recreation facilities located in common areas.

(b) *Required Number of Spaces.* The minimum number of bicycle parking spaces provided for any use shall be 5 percent of the vehicular parking spaces required for such use, or 3 spaces, whichever is greater. If 8 or more spaces are required, at least 50 percent of such spaces shall be covered by a building overhang, awning or other sheltering structure with a minimum clearance of 7 feet above grade.

(c) *Parking Standards.*

(1) *Location.*

a. Bicycle parking facilities shall be located so as to prevent damage to

bicycles by motor vehicles.

b. Parking facilities shall be at the same grade as the sidewalk and/or accessible by ramp from adjacent sidewalks, driveways, and/or streets.

c. For buildings with one primary building entrance, bicycle parking must be located within 50 feet of such entrance, as measured along the most direct pedestrian access route. Where more than one primary building entrance is provided, bicycle parking shall be located within 50 feet of at least one such entrance on each side of the building.

d. Bicycle parking shall be located on a paved or otherwise stabilized surface. Approaches to the parking facilities shall be paved with asphalt or concrete.

e. Bicycle parking shall not be located inside an occupied building.

(2) *Design*

a. Each required parking space shall be at least 2 feet by 6 feet.

b. Where located within motor vehicle parking areas, bicycle parking facilities shall be separated by physical barriers to protect bicycles from damage by moving vehicles. Such barriers may include, but are not limited to, curbs, tire stops, bollards, fences or walls.

c. Bicycle racks or similar facilities shall be permanently anchored to the ground, shall be capable of supporting all bicycles parked in it, and shall be designed to allow the frame and wheels of each bicycle to be secured against theft.

(3) *Signs*

a. If required bicycle parking is not visible from the street or main building entrance, a sign shall be posted at the primary building entrance to indicate the location of the parking facilities.

b. If the development site includes a public transit stop located on private property, a sign shall be posted at the facility indicating the location of the bicycle parking area.

Secs. 30.1237-30.1240. Reserved.

PART 67. LANDSCAPING, SCREENING AND BUFFERING

Sec. 30. 1281. Purpose.

The purpose of this Part is to provide for quality community character, to shade impervious surfaces, to protect against potential land use conflicts, and to channelize and define logical areas for pedestrian and vehicular circulation.

Sec. 30. 1282. Plant Units.

Different types of landscaping require a diversity of landscape material, canopy trees, evergreens, understory trees and shrubs. The plant unit is a grouping of various types of such plants that is intended to provide a volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant units that may be used. Each has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Unit Options	Number	Size	Plant Type
Plant Unit A (Basic)	1	3" caliper	Canopy
	1	1½" caliper/6' tall	Understory
	1	8' tall	Evergreen
	11	3' tall	Shrubs
Plant Unit B (Basic)	1	3" caliper	Canopy
	2	1½" caliper/6' tall	Understory
	17	3' tall	Shrubs
Plant Unit C (Height Restricted)	5	1½" caliper/6' tall	Understory
	16	3' tall	Shrubs
Plant Unit D (Basic)	3	8' tall	Evergreen
	1	1½" caliper/6' tall	Understory
	13	3' tall	Shrubs
Plant Unit E (Low Level Visibility)	2	3" caliper	Canopy
	4	3' tall	Shrubs

Sec. 30.1283. Bufferyard Requirements in General

(a) Bufferyards are described in terms of required opacity, or the degree to which one can see an adjoining use or activity. An opacity of 0.1 screens 10 percent of an object, while an opacity of 1.0 completely obscures the object from view during summer months after all required plants have reached maturity.

(b) Bufferyards shall be located on the outer perimeter of a development site, but entirely within such site, and shall not include public or private right-of-way, or areas that will be dedicated as right-of-way. Bufferyards may include utility

easements, subject to verification that the dedicated use of the easement does not conflict with the function of the bufferyard. The owner of the property shall be responsible for replacement of landscape materials damaged or removed by utilities within such easements.

(c) Required bufferyards shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall not be permitted in a bufferyard, except that access points to adjacent roads may cross a bufferyard with the minimum possible interference with the buffering function, as determined by the Planning & Development Director.

(d) Buffers are required for the following situations:

(1) For new development adjacent to existing development, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the land use intensity of the adjacent use(s). Required opacities are shown in Sec. 30.1286(a). Development on small or irregular sites, resource limited sites, or infill sites shall be developed according to the criteria of Sec. 30.1290.

(2) For new development adjacent to vacant land, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the Future Land Use designation of the adjacent property as established by the Seminole County Comprehensive Plan. Required opacities are shown in Sec.30.1286(b). Development on small or irregular sites, resource limited sites, or infill sites shall be developed according to the criteria of Sec. 30.1290.

(3) For new development adjacent to roads and right-of-way, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the functional classification of the road or right-of-way. An unimproved right-of-way shall be assumed to contain the most intense road classification for which it was designed. Required opacities are shown in Sec. 30.1286(c). Development on small or irregular sites, resource limited sites, or infill sites shall be developed according to the criteria of Sec. 30.1290.

(4) Landscape buffers shall be provided for parking lots in accordance with Sec.30.1283(c).

(5) Landscape buffers shall be provided for storage or loading areas that represent a special nuisance in accordance with Sec. 30.1288.

Sec. 30.1284. Standard Bufferyards and Permitted Adjustments

(a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Sec. 30.1286(a), Sec. 30.1286(b) and Sec. 30.1286(c).

Opacity	Standard Bufferyard Width (ft.)	Number of Plant Units per 100 feet	Structure Required	Eligible for Adjustments**
0.1	10	0.95	none	No
0.2	10	1.85	none	No
0.2 (parking buffer)	10	1.05	3' masonry wall	No
0.3	15	2.60	none	Yes
0.4	15	2.25	3' hedge	Yes
0.5	25	2.70	6' stockade fence	Yes
0.6	25	3.50	6' stockade fence	Yes
0.7	40	2.90	6' stockade fence	Yes
0.8	50	3.20	6' masonry wall	No
0.9*	50	3.20	6' masonry wall	No
1.0*	50	3.80	6' masonry wall	No

* These buffers only occur where nuisance buffers are required by Section 30.1288.
** Subject to approval by the Planning & Development Director

(b) Required bufferyards may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be assumed to maintain the required opacities pursuant to Sec. 30.1286(a), Sec. 30.1286(b) and Sec. 30.1286(c). These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design issues requiring greater flexibility in Code requirements. However, the Planning & Development Director may disapprove any proposed bufferyard adjustment upon a finding that it would significantly impair the screening function of the required bufferyard.

Permitted bufferyard adjustments shall be as follows:

(1) Bufferyards exceeding the standard widths established in paragraph (a) above shall be permitted a 5 percent reduction in landscape planting requirements for each 5 feet added to the required buffer width. This reduction shall be applied equally to all plant types specified within the formula for the applicable plant unit (see Sec. 30.1282), and shall not exceed 15 percent of the total required landscaping for the buffer. In certain cases, the structure requirement shall be reduced as a result of increased buffer width. Permitted reductions in structure requirements are as shown below:

Opacity	Increase in Buffer Width (ft.)	Structure Required
0.4	5	None
0.5	10	3' hedge
0.6	10	3' hedge
0.7	15	3' hedge

(2) Bufferyards having less than the standard widths established in paragraph (a) above shall be subject to an increased landscape planting requirement of 10 percent for each 5 foot reduction in buffer width. This increase shall be applied equally to all plant types specified within the formula for the applicable plant unit (see Sec. 30.1282). An upgrade in structure shall also be required. Maximum allowable buffer width reductions are as shown below:

Opacity	Width Reduction (ft.)	Structure Required
0.3	5	3' hedge
0.4	5	6' stockade fence
0.5	10	6' masonry wall
0.6	10	6' masonry wall
0.7	15	6' masonry wall

Sec. 30.1285. Determination of Land Use Intensities

(a) All land uses permitted by this Code have been or shall be assigned a land use intensity class designation for the purpose of determining required buffers. This classification system separates uses on the basis of the type and degree of "nuisance" or negative impact they are likely to impose on adjacent properties.

(b) Bufferyards are required to protect a lower intensity use from the adverse impacts of a higher intensity use. Each land use is listed in one or more use intensity classes. A use must meet all the standards specified for that use in the table provided in this Section. The standards that apply to the highest intensity class for a use shall be the maximum intensity permitted for that use. The standards set for a given use category are those most appropriate for that category, including maximum density, impervious surface ratio, floor area, and building height.

(c) This Section classifies uses according to their respective impacts. All uses within a use class are considered to have an equal impact on neighboring uses. A developer may develop at an intensity that will minimize nuisances to neighbors or provide a denser bufferyard, if the land is developed at greater intensities. The impacts of greater intensity may include greater impervious surface coverage causing increased stormwater runoff and reduced open space. Other impacts include increased bulk and height of buildings, increased traffic with associated noise and congestion, signs and exterior lighting visible from neighboring property, late hours of operation, and other nuisances. Thus, for example, an office use on any lot may meet the standards of Intensity Classes V, VI, VII, VIII, or IX. The range of intensity classes open to a use does not affect whether it can locate on a site, but only how it can develop on that site. Performance standards are specified for each

intensity class. Exceeding any single standard in an intensity class moves a use to the next higher intensity class. In the event that a use does not appear in the next higher intensity class, it may not exceed any single criterion in the highest intensity class in which it is listed.

(d) Intensities shall be established according to the following table:

	Land Use Intensity Rating									
Land Use Category	I	II	III	IV	V	VI	VII	VIII	IX	X
Rural/Agricultural										
Gross Density	0.33									
FAR	0.35									
Required Site Design Standard*	R									
Low Density Residential										
Gross Density		2.00	3.00	4.00	5.00					
Required Site Design Standard*		R	R	R	R					
Medium Density Residential										
Gross Density						6.00	8.00	10.00		
Height (# stories)						2	3	4		
Angle of Light Exposure Factor						1.0	0.5	< 0.5		
Required Site Design Standard*						R	R	R		
High Density Residential										
Gross Density								10.00	12.00	12.00+
Height (# stories)								5	6	6+
Angle of Light Exposure Factor								0.5	< 0.5	
Required Site Design Standard*								R	R	R
Office										
FAR					0.20	0.25	0.50	0.75	1.00	
Height (feet)					15	25	35	50	50+	
Angle of Light Exposure Factor					1.5	1.0	0.5	< 0.5		
Required Site Design Standard*					A	B	C	D	E	
General Commercial										
FAR					0.15	0.20	0.25	0.35	0.50	1.00
Height (feet)					15	20	25	35	50	50+
Hours of Operation					7 a.m.-9 p.m.----------			unlimited ----------		
Angle of Light Exposure Factor					2.0	1.5	1.0	0.5		
Required Site Design Standard*					A	B	C	D	E	E
Heavy Commercial										
FAR							0.25	0.35	0.50	1.00
Height (feet)							25	35	50	50+
Hours of Operation							7 a.m.-9 p.m.	unlimited ----------		
Angle of Light Exposure Factor							1.0		< 1.0	
Required Site Design Standard*							B	C	D	E
Light Industrial										
ISR								0.5	0.75	0.75
Height (feet)								35	50	50+
Hours of Operation								7 a.m.-9 p.m.----------		unlimited
Angle of Light Exposure Factor								1.5	1.0	0.5
Required Site Design Standard								C	D	E

Land Use Category	Land Use Intensity Rating I	II	III	IV	V	VI	VII	VIII	IX	X
Heavy Industrial										
ISR										0.75
Height (feet)										50
Required Site Design Standard*										E
Outdoor Recreation										
ISR		0.20	0.35	0.50	0.60	0.70	0.75	0.75		
Height (feet)		15	20	25	35	45	50	50+		
Required Site Design Standard*		A	A	A	A	B	C	D		
Institutional & Group Living										
ISR				0.20	0.30	0.45	0.60	0.75		
FAR				0.10	0.15	0.20	0.25	0.35		
Height (feet)				15	25	35	45	50		
Angle of Light Exposure Factor				2.0	1.5	1.0	0.5	< 0.5		
Required Site Design Standard*				A	A	B	C	D		
Public Service										
ISR					0.20	0.35	0.50	0.60	0.65	0.75
FAR					0.10	0.25	0.40	0.60	0.75	1.00
Height (feet)					15	25	35	45	60	60+
Required Site Design Standard*					A	B	C	D	E	E

* See Section 6.3.15

Sec. 30.1286. Required Bufferyards

(a) *Buffers Adjacent to Developed Property.* The standards in the table below address the opacity of the bufferyard required between proposed and existing uses. The rows show the proposed land use intensity of the subject property, while the columns contain the land use intensity of existing development on adjoining parcel(s). Cells with asterisks indicate that no buffer is required.

Required opacity shall be reduced by 50% where existing adjacent land use is a single family home in a HIP, Industrial, Commercial, or Office future land use designation.

Required Opacity of Buffers Adjacent to Developed Sites										
		LUI Existing								
LUI Proposed	I	II	III	IV	V	VI	VII	VIII	IX	X
I	*	*	*	*	*	*	*	*	*	*
II	0.2	*	0.1	0.2	0.3	0.4	0.4	0.6	0.7	0.8
III	0.2	0.1	*	0.1	0.2	0.3	0.4	0.4	0.6	0.7
IV	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	0.4	0.6
V	0.3	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5
VI	0.4	0.3	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4
VII	0.5	0.4	0.3	0.3	0.2	0.1	*	0.1	0.2	0.3
VIII	0.6	0.5	0.4	0.3	0.3	0.2	0.1	*	0.1	0.2
IX	0.7	0.6	0.5	0.4	0.3	0.3	0.2	0.1	*	*
X	0.8	0.7	0.6	0.5	0.4	0.3	0.3	0.2	*	*

* - No buffer required

(b) *Buffers Adjacent to Vacant Land*. The standards in the table below address the opacity of the bufferyard required between proposed uses and vacant

land. The rows show the proposed land use intensity of the subject property, while the columns contain the future land use designation on adjoining parcel(s).

Vacant sites having approved development plans shall be evaluated as developed sites.

Required Opacity of Buffers Adjacent to Vacant Land

LUI Proposed	FLU Designation of Vacant Land														
	R-10	R-5	R-3	SE	LDR	MDR	HDR	COM	OFF	HIP	MXD	IND	REC	PUB	PD [1]
I	*	*	*	*	*	*	*	*	*	*	*	*	*	*	na
II	0.2	0.2	0.2	0.2	*	*	*	*	*	*	*	*	*	*	na
III	0.2	0.2	0.2	0.2	*	*	*	*	*	*	*	*	*	*	na
IV	0.3	0.3	0.3	0.3	*	*	*	*	*	*	*	*	*	*	na
V	0.3	0.3	0.3	0.3	0.2	*	*	*	*	*	*	*	*	*	na
VI	0.4	0.4	0.4	0.4	0.3	*	*	*	*	*	*	*	*	*	na
VII	0.5	0.5	0.5	0.5	0.4	*	*	*	*	*	*	*	*	*	na
VIII	0.6	0.6	0.6	0.6	0.5	*	*	0.2	0.2	*	*	*	*	*	na
IX	0.7	0.7	0.7	0.7	0.6	0.2	0.3	0.2	0.3	*	*	*	0.2	*	na
X	0.8	0.8	0.8	0.8	0.7	0.3	0.4	0.3	0.4	*	*	*	0.3	*	na

* No buffer required

(c) *Buffers Adjacent to Streets.*

(3) *Chuluota Overlay Area Buffers*. Nonresidential uses adjacent to County Road 419 within the Chuluota Overlay Area, as established in Sec. 30.1127, shall meet the buffering requirements of Section 30.1138(a). Residential uses within the Overlay area shall be consistent with Paragraph (2) below.

(4) *Other Street Buffers.* The standards in the table below address the opacity of the bufferyard that is required along arterial, collector and local streets or railroads.

Required Opacity of Buffers Adjacent to Roads

LUI Proposed	Arterial	Collector	Perimeter Local	Railroad
I	*	*	*	*
II	0.1	*	*	0.6
III	0.1	0.1	0.1	0.6
IV	0.2	0.1	0.1	0.5
V	0.3	0.2	0.1	0.4
VI	0.3	0.3	0.1	0.2
VII	0.4	0.3	0.1	0.1
VIII	0.4	0.4	0.2	*
IX	0.5	0.5	0.4	*
X	0.5	0.5	0.5	*

(5) *Landscape Materials.* Plant unit "C," as described in Sec. 30.1282, shall be used on all street buffers adjacent to overhead power lines.

Sec. 30.1287. Parking Bufferyards

A parking buffer in compliance with the table in Sec. 30.1284(a) shall be required where a parking lot or parking structure is located within 25 feet of the boundary of a residential district or future land use designation. Such buffer shall be in addition to any buffer required under Sections 30.1286(a) or 30.1286(b). However, landscape plantings provided under Section 30.1293(b) may be included in the required parking buffer where they are installed between parking and the residential property.

Sec. 30.1288. Nuisance Bufferyards

Additional buffering in excess of that required in the tables above shall be required for the following.

(a) *Loading and Refuse Disposal.* Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six foot wall shall be required as part of the applicable district boundary or street bufferyard.

(b) Outdoor Storage, Equipment Operation or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a fence, berm or evergreen hedge of sufficient height to insure that stored material is not visible shall be required as part of the applicable district boundary or street bufferyard.

Sec. 30.1289. Calculating the Buffer Planting

(a) The table below provides the plant material for a sample bufferyard. To calculate a bufferyard on a site, take the actual length of the bufferyard and divide by 100. Then multiply the result by the number of plant units per 100 feet required by the table in Sec. 30.1282. A sample calculation is shown in the table below.

Total Linear Feet			Hundreds of Linear Feet		Plant Units Per 100'		Total Plant Units		Standard Plant Unit	Plant Type		Total Plants Required
									1	Canopy Tree	=	(5.83) 6
315	Divide by 100	=	3.15	x	1.85	=	5.83	x	1	Understory	=	(5.83) 6
									1	Evergreen	=	(5.83) 6
									11	Shrub	=	(64.13) 65

(b) The width of roads, driveways or cross access easements that interrupt a bufferyard shall not be counted in determining the total linear feet of the parcel. In some cases, detention facilities may be required to be located in the

bufferyard and in other instances pedestrian or bicycle trails may be required in the bufferyard rather than in the right-of-way. The Planning & Development Director may adjust the location and design of the bufferyard using the buffer model in order to meet the access needs of the parcel.

Sec. 30.1290. Constrained Site Bufferyards

Small or irregularly shaped sites where the application of the standard bufferyards would greatly reduce the buildable area of the site may be permitted to have a reduced bufferyard.

(a) The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or Irregular Site	The site is small enough that the installation of the standard bufferyard in the table in Sec. 30.1286(a) would reduce the area available for development by ten percent.
Resource Limited Site	The site has natural resources that constrain development and the use of a standard buffer would reduce the remaining area of the site by ten percent, excluding any isolated areas that cannot be reached.
Infill Site	The site is adjoined by developed sites, in the same zoning district, which did not meet the bufferyard standards of this LDC because they were built before the County adopted such standards.

(b) Based on required opacity, each buffer shall meet the applicable standard listed below:

Required Opacity	Bufferyard Width (ft.)	Number of Plant Units per 100 ft.	Type of Structure Required
Parking Buffer (0.2)	5	1.15	3' masonry wall – 100% opaque
0.1	5	1.00	none
0.2	5	1.50	3 ft. deciduous hedge
0.3	5	1.40	5 ft. masonry wall – 100% opaque
0.4	10	2.15	6 ft. masonry wall – 100% opaque
0.5	15	2.15	8 ft. masonry wall – 100% opaque
0.6	15	2.45	10 ft. masonry wall – 100% opaque
0.7	25	3.65	4 ft. berm with 5 ft. deciduous hedge on top.
0.8	30	4.35	5 ft. berm
0.9*	40	4.20	6 ft. berm
1.0*	40	4.85	6 ft. berm

* These buffers only occur where nuisance buffers are required by Sec. 30.1288.

Sec. 30.1291. Maximum Feasible Buffer

In cases of redevelopment or expansion of existing structures or uses in which adequate site area for either the standard or constrained bufferyards is not available, the Planning & Development Director shall be authorized to require that the maximum feasible buffer be installed on any property line that adjoins a residential district. The maximum feasible buffer shall be developed during site plan review in accordance with Chapter 40 with the selection of plants and structures intended to provide the maximum protection, up to the required opacity. The amount of land area available shall control the location of plants and the amount of material that may be provided.

Sec. 30.1292. Interactive Buffer Model.

The applicant may use a computerized interactive model to design a bufferyard to meet the opacity standards using a variety of widths, plant material, berms, or walls, provided that such model accurately depicts the regulations established in this LDC. Using the model, the applicant may create and test a buffer to ensure that it meets the standards of this LDC.

The Planning & Development Director shall determine the accuracy of any methodology used to calculate buffering requirements.

Sec. 30.1293. Site Design Standards.

This section addresses portions of a development site outside specified buffer areas, requiring landscape plantings to be installed generally throughout the site, and also in planting beds within and adjacent to parking lots. Site design standards R, A, B, C, D, and E implement landscape requirements appropriate for the size and intensity of a proposed development.

(a) *General Landscaping.* Landscaping required herein shall be widely distributed throughout the development site, although flexibility is permitted to allow clumping and other arrangements of plantings for aesthetic purposes. Existing canopy trees, understory trees, and shrubs may count toward calculated requirements where such plants are on the approved species list [Part 64, Figure 1] and meet minimum size criteria. However, no more than half the required plants in any category shall be located behind the front building line of the principal structure(s) closest to the street.

General landscaping shall be proportional to the quantity of development on a site. For each respective site design standard, prescribed landscaping shall be applied proportionately on the basis of the following measurement units:

300 linear feet of building perimeter for nonresidential structures
10 dwelling units for residential structures

Where a proposed structure contains both nonresidential uses and residential dwelling units, the nonresidential standard shall be used to calculate required general landscaping. The following table summarizes general landscaping requirements per measurement unit for each site design standard:

Standard	Canopy	Understory	Shrubs
R	5	5	0
A	5	5	25
B	3	3	15
C	2	2	10
D	1	1	5
E	0	0	0

Sample calculations are shown in the table below.

Commercial Development, Site Design Standard 'A'								
Total Linear Feet of building perimeter	Divide by 300		Measure-ment units		Plant Type	Plants per measurement unit		Total Plants Required
900	/ 300	=	3.0	x	Canopy Tree	5	=	(3.0) 5 = 15
					Understory	5	=	(3.0) 5 = 15
					Shrub	25	=	(3.0)25 = 75
Residential Development, Site Design Standard 'R'								
Total Number of Dwelling Units	Divide by 10		Measure-ment units		Plant Type	Plants per measurement unit		Total Plants Required
75	/ 10	=	7.5	x	Canopy Tree	5	=	(7.5) 5 = 38
					Understory	5	=	(7.5) 5 = 38

(b) *Parking Lot Landscaping*. Landscaping required under this Paragraph shall be installed in planting islands within a parking lot or in adjacent planting areas not more than 8 feet from the edge of parking spaces or driveway aisles. All such planting areas shall be shown on required site plan(s) for the site. The following table specifies required plants and planting area per 24 parking spaces for each site design standard:

Standard	Canopy	Understory	Shrubs	Planting Area (s.f.)
R	2	3	0	240
A	5	3	10	1080
B	3	2	6	720
C	2	1	4	360
D	1	0	3	240
E	0	0	0	0

These requirements are applicable to any parking area exceeding 5 spaces and shall be applied proportionally to any number of spaces on a development site. Except in site design standard E, there shall be no more than 24 contiguous parking spaces without one or more planting areas as required under this Paragraph.

Sec. 30.1294. Existing Vegetation.

The following standards shall govern the preservation of existing vegetation on a site.

(a) Trees

Removal and replacement of any existing trees a minimum of 3 inches in diameter at breast height (DBH) shall be in accordance with Chapter 60. In the event that compliance with Chapter 60 reduces by 20 percent or more the density (dwelling units per net buildable acre) or intensity (Floor Area Ratio or other appropriate measure) that would otherwise be allowed, the site shall be

considered constrained and shall be eligible for the bufferyard standards in Sec. 30.1290.

(b) Bufferyards

All existing, noninvasive vegetation shall be preserved in the required bufferyards. Invasive species should be removed (or, if very large, replaced by larger scale natives.) Walls or fences shall be substituted for berms in bufferyards to protect existing trees.

Sec. 30.1295. Water-Efficient Landscaping Approaches

Landscaping shall be designed to conserve water. The following are approaches to be used to achieve water conservation.

(a) *Native Vegetation*. The preservation and or re-establishment of existing native plant species and communities that, in upland areas, are drought tolerant.

(b) Irrigation Systems. The design, installation, and maintenance of irrigation systems that are designed to deliver water with minimal waste due to poor dispersal, over application or damage.

(c) *Shade and Conservation*. The use of landscaping to conserve energy and water by shading buildings, streets and parking areas or by reducing transpiration rates of lower story plants and groundcovers.

(d) *Stormwater*. The use of pervious pavements and the design of storm water systems that irrigate plant material.

Sec. 30.1296. Water-Efficient Landscape Design Requirements

The following are design requirements that are to be employed in all landscaping and bufferyard designs.

(a) *Water Use Zones*. Installed trees and plant materials shall be grouped together into zones according to their water use needs. The water use zones shall correlate to the water use zone designations identified in the approved plant species list set forth in Part 64, Figure 1. Plants with similar cultural (soil, climate, sun, and light) requirements should be grouped together and irrigated according to their water requirements. Turfgrass shall be irrigated in a separate zone from trees, shrubs and groundcover beds. The proposed water use zones shall be shown on the landscape plan and the irrigation system plan.

(b) *Use Standards*. A minimum of 20 percent of all landscaped areas shall consist of low water-use plants. A maximum of 40 percent of the landscaped area shall consist of high water-use plants, including most turfgrasses.

(c) *Drought-Resistant Plant Material*. All new or replacement plantings required for any off-street parking area or bufferyards shall, to the maximum extent possible, use native plant material or other species with equivalent drought-resistant properties.

(d) *Irrigation*.

(1) Irrigation systems, when required, shall be designed to correlate to the organization of plants into zones as described in Paragraph (a) above. The irrigation system shall provide 100 percent coverage of all landscaped areas. The water use zones, sprinkler head type, pipe size, radius of throw, valve and backflow preventer and rain sensor device locations shall be depicted on the irrigation plan and landscape plan. A temporary above-ground irrigation system may be used in areas where low water use zone trees and plant material are proposed. All permanent underground irrigation systems shall be automatic with cycling capacity and shall be designed to avoid irrigation of impervious surfaces. Irrigation systems shall be maintained to eliminate waste of water due to loss from damaged, missing or improperly operating sprinkler heads, valves, pipes or controllers.

(2) The Planning & Development Director may permit the use of a temporary above-ground irrigation system in areas where drought-tolerant or low water use zone plant material is proposed to be planted for the entire landscaped area. An irrigation plan shall not be required in such circumstances.

(3) A rain sensor device or switch shall be required on any newly installed automatic irrigation system to prevent irrigation during periods of sufficient rainfall. Irrigation overthrow onto impervious surfaces shall be prohibited.

(4) When an effluent reuse system is available to serve the premises and sufficient capacity exists, reclaimed water shall be used to irrigate any area required to be landscaped. The landscape and irrigation plan shall be exempt from the requirements for water usage based on the amount of reuse water that can be provided.

Sec. 30.1297. Landscape Materials

All landscaped areas shall be landscaped with the appropriate number of required plant units. The areas shall have a groundcover of grass or forbs. The following additional standards shall apply to all types of landscaping.

(a) *Species*. All required plants shall be matched to the appropriate water zone on the plant list in Part 64, Figure 1. No plants designated as Invasive in the Seminole County Plant List shall be planted. In addition, no plants

considered invasive by the US Department of Agriculture, Florida Department of Agriculture or the Florida Exotic Pest Plant Council shall be planted.

(b) *Quality of Plant Material*. All new plant material shall be Florida Number 1 grade or better according to the current "Grades and Standards for Nursery Plants" published by the State of Florida, Department of Agriculture. Existing plants shall be retained to the maximum extent possible, and quality shall be determined from the tree survey described in Sec. 30.1294(d).

(c) *Tree Planting Standards.* Where more than 100 trees are required on a site, ten percent shall be one inch larger than the minimum requirement for canopy and understory trees and 4 feet higher than the minimum required for evergreens. Trees shall not be placed where they interfere with site drainage. Where utility lines are present, the Type C plant unit described in Sec. 30.1282 shall be required. Any additional required canopy trees shall be placed at the edge of the required buffer area farthest from the utility lines.

(d) *Required Mix of Tree Species*. When 10 or more trees are required to be planted on a site, a mix of tree species shall be provided, at least one of which shall be native to the Central Florida region. The minimum number of species to be planted is indicated in the table below.

Required Number of Trees Planted	Minimum Number of Species
10-20	2
21-30	3
31-40	4
41+	5

(e) Shrubs and Hedges. Shrubs shall be planted and maintained at a minimum of two feet in height. Hedges, where required, shall be planted and maintained so as to form a continuous and unbroken visual screen within a maximum of one year after the time of planting.

(f) *Groundcover*. Groundcover plants include plant materials that reach a maximum height of not more than 24 inches and may be used in lieu of grass. Groundcover plants shall present a reasonably complete coverage at time of planting. Groundcover plants shall be a minimum of one gallon size when planted and spaced a maximum of two feet on center.

(g) Turfgrass. Grass areas shall be planted in species normally grown as permanent lawns in Seminole County. Grass areas may be sodded, plugged, sprigged, or seeded, provided, however, that solid sod shall be used in swales or other areas that are found, by the Planning & Development Director, to be subject to erosion. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases. Turfgrass areas shall be

consolidated and limited to those areas on the site that receive pedestrian traffic, provide for recreational uses, provide soil erosion control, such as on slopes or in sales, or where turfgrass is used as a design unifier, or other similar practical use.

(h) *Mulch.* In order to preserve soil moisture, all planting areas shall be mulched with no less than two inches of organic mulch such as wood chips, pine needles or oak leaves. Mulch shall be placed directly on the soil or landscaping fabric and planting areas shall be properly edged to retain mulch.

(i) *Installation.* All landscaping shall be installed in accordance with professionally and generally accepted commercial planting procedures. Soil that is free of limerock, pebbles and construction debris shall be used. When installation is in planting islands in parking lots or planters in paved areas, the area shall be excavated to a depth of two feet and new soil installed. Installation of landscape materials shall be accomplished in accordance with the approved landscape plan.

(j) *Maintenance and Warranty*. All landscape plans shall be bonded and a maintenance agreement provided with a two-year warranty for the maintenance of the material during that time period. Maintenance shall include watering, fertilizing, and other maintenance to ensure the plant material lives and thrives on the property.

(k) *Surety.* All landscaping shall be subject to surety to ensure that there are funds for its installation.

(l) *Conflicts.* The landscape plans shall identify overhead wiring or underground utilities and be designed in such a manner that the maturing plants do not grow into the lines and installation does not threaten the underground utilities with damage. The County may require wider buffers, rights-of-way or other means to ensure the plant material is installed and that there is adequate room for the plants.

Sec. 30.1298. Pedestrian Access

Pedestrian access to nonresidential uses through the perimeter wall and buffer may be provided at the option of the abutting resident or homeowners association.

Sec. 30.1299. Screening

The following provisions shall apply to mechanical equipment, refuse areas, and utilities visible from residential properties or public rights-of-way.

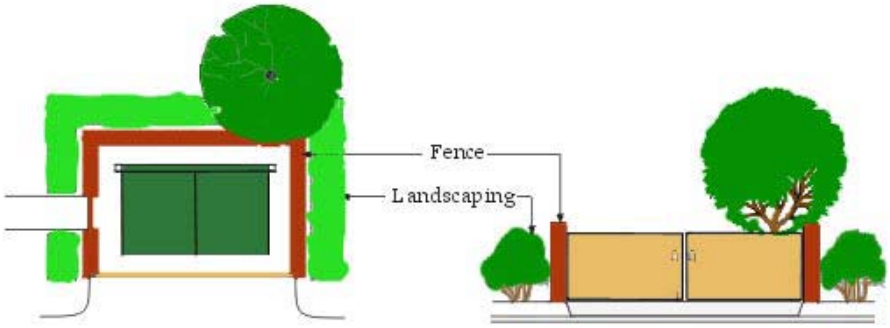
(a) *Mechanical Equipment.*

(1) All roof, ground and wall mounted mechanical equipment (e.g. air conditioning condensers, heating units, electric meters, irrigation pumps, ice machines and dispensers, outdoor vending machines, propane tanks, displays and refilling areas) shall be screened from view from residential properties or public rights-of-way at ground level of the property line.

(2) Roof-mounted mechanical equipment shall be shielded from view on all sides. Screening shall consist of materials consistent with the primary building materials, and may include decorative metal screening or louvers that are galvanized or painted to blend with the principal structure.

(3) Wall or ground-mounted equipment screening shall be constructed of:

Planting screens;
Brick, stone, reinforced concrete, or other similar masonry materials; or
Redwood, cedar, preservative pressure treated wood, or other similar materials.



(b) *Screening of Refuse Facilities.* Refuse facilities shall be fully enclosed with a masonry wall (or other durable, low-maintenance materials approved by the Planning & Development Director) or berms. Masonry walls shall have a finished surface on the exterior side. The screening wall shall be two feet higher than the refuse facility or five feet in total height, whichever is greater. Refuse container enclosures shall have gates with spring-loaded hinges or the equivalent and fasteners to keep them closed at all times except during refuse pick-up. The area shall be landscaped as indicated below and shall be oriented so that the landscaping faces adjoining properties or streets.

(c) *Utilities*. Above-ground utilities and appurtenances to underground utilities which require above-ground installation shall be screened by a continuous planting of shrubs, with a minimum mature height equal to that of the structure, up to eight feet. Required accessways to these utilities are exempt from the screening provisions.

Sec. 30.1300. Large-Scale Projects

When a development is to be phased over a period in excess of six years, it shall be deemed a large-scale project. The appropriate development review body may permit smaller plant material for bufferyards, provided such bufferyards are in phases that will not be developed for a minimum of four years. The appropriate development review body may permit substitutions for size as indicated in the table below provided the developer makes arrangements to bond and plant the bufferyard in the first planting season. The plant material used shall be bag or container grown and shall be certified by the landscape contractor as being in excellent condition and not root bound.

Plant Type	Min. Diameter	Min. Height
Canopy Tree	1½ "	N/A
Understory Tree	1"	4 feet
Evergreen Trees		4-5 feet
Shrubs		2 foot bare root

Sec. 30.1344. Open space ~~ratios and design guidelines~~.

~~(a) Use of an open space ratio requires that all new development, unless otherwise specifically set forth in this Code, include a minimum amount of urban, suburban or rural open space.~~

~~(b) The amount and character of the required open space varies with the character of the proposed development, the character of land uses in the vicinity of the proposed development and the type of open space provided.~~

~~(c) Unless otherwise specifically provided within a zoning classification, the following required open space ratios shall apply to residential development:~~

~~TABLE INSET:~~

~~(1)~~	~~Less than or equal to 2 Dwelling Units/Acre~~	~~20% of Parcel~~
~~(2)~~	~~Greater than 2 but less than or equal to 4 Dwelling Units/Acre~~	~~25% of Parcel~~
~~(3)~~	~~Greater than 4 but less than or equal to 8 Dwelling Units/Acre~~	~~30% of Parcel~~
~~(4)~~	~~Greater than 8 but less than or equal to 12 Dwelling Units/Acre~~	~~35% of Parcel~~
~~(5)~~	~~More than 12 Dwelling Units/Acre~~	~~40% of Parcel~~

~~(d) Non-residential uses located within conventional commercial or conventional industrial zoning classifications shall have a common open space ratio that is a minimum of twenty-five (25) percent of the parcel.~~

~~(e) The following design guidelines are provided to encourage proper design, location and use of open space. For facilities that serve a primary purpose other than open space, performance standards are established for use in obtaining open space credits for these areas.~~

~~(1) Location. Common Open space should be located within the boundaries of the project to enhance its functions as follows:~~

a. ~~Landscape buffers should be located on the perimeters of the project and along major collectors and arterials to provide maximum screening from adjacent land uses.~~
b. ~~Recreational open space should be accessible to all residents and employees.~~
c. ~~Open space areas that provide natural resource protection should be located to preserve floodplains, wetlands, aquifer recharge areas, wildlife habitat and other natural resources.~~

~~(2) Ownership and maintenance. Maintenance of common open space areas shall be the responsibility of the owner, a mandatory property owners' association or an alternative method acceptable to the Development Review Manager for assuring the maintenance of and access to all common open space areas.~~

~~(3) Open Space Credits. All of the uses below shall be credited towards open space if all performance standards are met. The amount of credits depends on the category of open space, but in no case shall category A open space constitute less than fifty (50) percent of the total open space required:~~

a. ~~Category A open space. All of the uses listed below shall count one hundred (100) percent towards meeting the total open space required:~~
   i. ~~Common buffer zones and greenbelts;~~
   ii. ~~Recreational areas (active and passive), including property that is a part of the Seminole County Trail System;~~
   iii. ~~Common landscaped areas:~~
   iv. ~~Stormwater management ponds that meet the following requirements:~~
      1. ~~Sodded or equivalent ground cover;~~
      2. ~~At least five (5) percent of the area above the 25 year/24 hour storm (design storm elevation) must be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); and~~
      3. ~~Landscaped and shaped as a visual amenity for the site including, but not necessarily limited to, providing trail facilities as an access, boardwalks, picnic tables, fountains, etc.~~
b. ~~Category B open space. All of the uses listed below shall count towards meeting the total open space required as set forth herein:~~
   i. ~~Easements that are used for pedestrian connection and meet the following requirements:~~
      1. ~~Accessible for general use by the residents/tenants of the project; and~~
      2. ~~Written verification from the easement holder authorizing access (recorded in public records).~~
   ii. ~~Natural lakes that meet the following requirements:~~

~~1. Only that portion of lakes which are within the legal description of the project; and~~

~~2. Must be accessible to all residents/employees and may include other visual amenities appropriate to the use that would provide adequate enjoyment of the facility including, but not necessarily limited to, trail facilities, boardwalks, fountains, picnic tables, etc.~~

~~c. Category C open space. Areas within a project, phase or tract that are classified as conservation areas shall be identified at the time of plan submission. Conservation areas shall qualify as open space. No more than twenty-five (25) percent of the total open space required may be Category C open space.~~

~~d. Aggregate Total of Open Space categories B and C. No more than fifty percent (50%) of the total open space required for the project, phase or tract shall be category B and C open space; provided, however, that the Planning Manager, or designee, may allow up to thirty percent (30%) of the total open space to be Category C open space if the open space is usable and accessible for passive recreational uses.~~

(a) Purpose and Applicability

(1) The purpose of this Section is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.

(2) This section shall not apply to residential development in RC-1, R-1BB, R-1B, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, and R-2. Development in A-1, A-3, A-5, and A-10 is also exempt except as provided in Section 30.109.

(3) The character of required open space shall be determined by development type. Open space within non-residential developments shall meet the requirements of Paragraph (b), while open space within residential developments shall meet the requirements of Paragraph (c). Open space in redevelopment, infill, or mixed use developments shall meet the requirements of Paragraph (d).

(4) The amount of open space required for a development shall be determined by the zoning district, development order, or other provisions of this LDC applicable to the subject property. If not otherwise specified, minimum open space shall be 25 percent of gross site area.

(b) Non-Residential Open Space

(1) The purpose of open space in non-residential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to Paragraph 3 below), recreation, aquifer recharge, and/or preservation of natural resources.

(2) Open space shall be located entirely within the boundaries of the project and may include landscaped areas and buffers as required under Part 67, Chapter 30; recreational lands and facilities accessible to employees and

visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat and other natural features.

(3) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.

(4) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:

a. The pond shall be sodded or provided with equivalent ground cover; and
b. The pond shall be landscaped and shaped as a visual amenity for the site with aesthetic features such as benches and/or picnic tables.

(5) Natural lakes may be counted toward the minimum area requirement subject to the following criteria:

a. Only that portion of a lake which lies within the legal description of the project may count toward required open space; and
b. The lake shall be accessible to all employees or visitors, and may include other visual amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables; and
c. The area of a natural lake that may be counted as open space shall be limited as specified in Paragraph (6) below.

(6) Conservation areas, defined for the purposes of this Section as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in Paragraph (6) below.

(7) Natural lakes and/or conservation areas within a development site shall be credited to a combined maximum of 50 percent of the required open space.

(8) Site features that may be counted as open space are shown in Paragraph (c).

(c) Residential Open Space

(1) Required open space in residential developments shall provide green space to serve as a site amenity and set aside areas for landscaping, stormwater retention (subject to Paragraph 8 below), aquifer recharge, and/or preservation of natural resources. Furthermore, residential open space shall be available for the use and enjoyment of all residents of a development, and shall have either an aesthetic or recreational function which shall not conflict with other site features required by this LDC.

(2) Open space shall be located entirely within the boundaries of the project and shall not include landscaped areas and buffers required under Part 67, Chapter 30.

(3) Types and locations of open space, including recreational lands and facilities and natural resource protection areas, shall be clearly shown on a development plan prior to project approval by Seminole County.

(4) No dwelling unit shall be located more than 750 feet from designated open space. The Planning and Development Director may waive this distance requirement where the developer proposes a major recreational facility which will occupy at least 50 percent of the required open space for the development. No more than 10 percent of the dwelling units in the development may be occupied before this facility is completed and available for use.

(5) Where intervening properties separate a dwelling unit from an open space area, the Planning and Development Director may require an easement or other means of access for non-motorized traffic, to minimize the need for pedestrians to cross or travel on roads carrying motorized vehicles.

(6) No parcel of property, or portion thereof, less than 40 feet wide and 7,500 square feet in size shall be counted toward the designated open space requirement. Open space areas containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development.

(7) Required open space within a subdivision shall be platted as common area and shall be the property of a homeowners' association. In no case shall required open space occupy any portion of a privately owned residential lot.

(8) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:

a. The pond shall be sodded or provided with equivalent ground cover; and

b. The pond shall be landscaped and shaped as a visual amenity for the site. Required features shall include a trail adjacent to the pond and one or more of the following features:

boardwalks
picnic tables
fountains
pavilions
gazebos

Other features in addition to or substituting for those named above may be approved by the Planning & Development Director consistent with the intent of this Section.

(9) Natural lakes may be counted toward the minimum area requirement subject to the following criteria:

a. Only that portion of a lake which lies within the legal description of the project may count toward required open space; and

b. The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains and picnic tables; and

c. The area of a natural lake that may be counted as open space shall be limited as specified in Paragraph (11) below.

(10) Conservation areas, defined for the purposes of this Section as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in Paragraph (11) below.

(11) Natural lakes and/or conservation areas within a development site shall be credited to a combined maximum of 50 percent of the required open space.

(12) Site features that may be counted as open space are shown in Paragraph (e).

(d) Infill, Redevelopment, and Mixed Use Open Space

(1) The purpose of open space in infill, redevelopment, and mixed use developments is to set aside areas for landscaping, buffering, recreational or aesthetic amenities, stormwater retention, recreation, aquifer recharge, and/or preservation of natural resources.

(2) Open space shall be located entirely within the boundaries of the project. Open space may include landscaping and buffers, recreational facilities and amenities accessible to all users of the site, recreational facilities and amenities accessible only to residents, and areas providing for natural resource protection.

(3) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.

(4) No dwelling unit shall be located more than 750 feet from designated open space. The Planning and Development Director may waive this requirement where the developer proposes a major recreational facility that will provide at least 50 percent of the required open space for development.

(5) Open space areas shall not be fenced and shall not contain mechanical units and equipment, storage areas, or other service-related functions.

(6) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:

a. The pond shall be sodded or provided with equivalent ground cover; and

b. The pond shall be landscaped and shaped as a visual amenity for the site. Required features shall include a trail adjacent to the pond and one or more of the following features:

boardwalks
picnic tables
fountains
pavilions
gazebos

Other features in addition to or substituting for those named above may be approved by the Planning & Development Director consistent with the intent of this Section.

(7) Required open space within an infill, redevelopment, or mixed use development which serves primarily the residential portion of a development shall be platted as common area and shall be the property of a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Planning & Development Director. Required open space within an infill, redevelopment or mixed use development which serves primarily the nonresidential portion of the development shall be maintained by either the management company of the nonresidential property or a tenants association.

(8) Natural lakes and/or conservation areas within a development site shall be credited to a combined maximum of 50 percent of the required open space.

(9) Open space shall be continuous wherever possible, shall be accessible to all uses within a development, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees) and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.

(10) Selected facilities located indoors or on rooftops may be permitted where they serve as amenities available for use and enjoyment by all residents or users of a development. Excluded from eligibility are theaters, restaurants, museums, religious facilities, and retail commercial uses.

(11) Site features that may be counted as open space are shown in Paragraph (e).

(e) Permitted Open Space Features

	NON-RESIDENTIAL OPEN SPACE	RESIDENTIAL OPEN SPACE	MIXED USE, TI, INFILL,REDEVELOPMENT
100-year floodplain	Y*	Y*	Y*
Borrow pits	Y**	Y**	Y**
Clubhouse/admin. offices	N	Y	N
Curated art museums/galleries	N	N	Y
Decorative fountain, Interactive fountain	Y	Y	Y
Fitness center internal to the residential portion of a development	N	N	Y
Lakes	Y*	Y*	Y*
Outdoor exercise trail	Y	Y	Y
Outdoor dining/seating areas not limited to patrons of a single business	N	N	Y
Outdoor recreation facilities	Y	Y	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	N	N	N
Parking lots	N	N	N
Paved jogging and bicycling path	Y	Y	Y
Plant conservatory	N	N	Y
Platted residential lots	--	N	N
Power line easements	Y	N	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	N	N	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	N	N	N
Required buffer areas	Y	N	Y
Retention (amenitized per Code)	Y	Y	Y
Retention (not amenitized)	N	N	N
'Green roof' or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools	Y	N	Y
Upland common areas 15' or less in width	Y	N	Y
Upland common areas 15' or less in width developed with pedestrian, bicycle, or horse trails	Y	Y	Y
Upland common areas exceeding 15' in width	Y	Y	Y
Utility easements	Y	Y	Y
Wetlands	Y*	Y*	Y*

Y = PERMITTED TO BE COUNTED TOWARD AREA REQUIREMENTS N = NOT PERMITTED TO BE COUNTED TOWARD AREA REQUIREMENTS

* Floodplains, wetlands, and lakes, together or separately, shall be limited to 50% of total open space requirement for any development.

**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature.

Sec. 30.1359. Procedures for determining net residential density.

The following procedures will be used for the purpose of determining net residential density at the time of rezoning for the ~~PUD~~ PD, R-3 and R-3A Zoning Districts:

(a) Net buildable acreage which can be devoted to residential units shall be calculated by subtracting FP-1 and W-1 acreage from the total site acreage and multiplying the remaining acres by 0.8. (This 0.8 efficiency figure assumes that approximately twenty (20) percent of the site will be devoted to retention areas and streets.)
Net residential density shall be calculated by dividing the number of residential units by the net buildable acreage.

(b) More detailed information may be submitted by the applicant to determine net residential density. This information shall include at a minimum, the following:
1. A preliminary plat, site or tract plan showing the location of power line easements, retention/detention areas and road rights-of-way.
2. A tract table showing total tract acres for: FP-1 areas, W-1 areas, retention/detention areas, acres in streets, and number of dwelling units.
3. If transmission power line easements are to be used for stormwater management or other uses, the acreage of retention/ detention areas and other uses within the easement shall be shown on the tract table.

Sec. 30.1363. Applicability/administration

g) The determination as to whether placement of a communication tower on property assigned the ~~PUD or PCD~~ PD zoning classification shall be based on the identified zoning or use for that tract within the development.

Sec. 30.1364. Performance standards.

(a) *Setbacks.*
(3) For towers located on properties assigned the ~~PUD or PCD~~ PD zoning classification, the setback requirements for the parcel outlined in the ~~PUD/PCD~~ PD approval shall apply.

~~PART 74. US 17-92 COMMUNITY REDEVELOPMENT AREA TARGET ZONE HEIGHT ALTERNATIVE STANDARDS~~

~~Sec. 30.1501. Purpose and intent.~~

~~In order to promote redevelopment and revitalization of the US 17-92 Community Redevelopment Area (CRA), the intent of the US 17-92 Community Redevelopment Area Target Zone Height Alternative Standards is to allow changes to height standards in specific target zones within the CRA where specified design criteria are met.~~

~~The alternative height allowances established for each zone, as depicted in Exhibit A and described herein, were developed based on an analysis of the distance between the subject parcels within a target zone from existing adjacent single-family residential land uses.~~

~~Sec. 30.1502. Applicability.~~

~~The US 17-92 Community Redevelopment Area Target Zone Height Alternative Standards is not a separate zoning classification, but establishes standards by which additional building heights are permitted within the established target zones where specified design criteria are met.~~

~~The provisions of this part apply only where a building height of greater than 35 feet is proposed upon a parcel included within the CRA legal description where such parcel is depicted as within a target zone in the attached Exhibit A and is located within unincorporated Seminole County, Florida.~~

~~Sec. 30.1503. Application review and approval procedure.~~

~~The provisions of Chapter 40, Site Plan Approval shall govern.~~

~~The applicant shall submit architectural renderings of the proposed building and a color palette for the exterior of the proposed building simultaneously with the site plan.~~

~~Underlying PUD or PCD zoning districts, and/or Developments of Regional Impact (DRIs) may require additional procedures as required by the Land Development Code of Seminole County and State Law.~~
~~(Ord. No. 06-77, 11-7-06).~~

~~Sec. 30.1504. Building height limits.~~

~~Building heights exceeding thirty-five (35) feet shall be permitted subject to the limitations shown in Exhibit A and the provisions of this Part.~~

~~Sec. 30.1505. Setbacks.~~

~~1. (a) Except as provided in (b) below, structures abutting US 17-92 shall be set back a minimum of twenty-five (25) feet. Where a corner lot is adjacent to US 17-92, the setback from a side street shall also be a minimum of twenty-five (25) feet. However, where a lesser setback from US 17-92 is permitted pursuant to (b) below, the minimum setback from the side street shall be equal to the setback from US 17-92.~~
~~(b) Buildings fronting a public or private street, including but not limited to US 17-92, may be permitted with no minimum setback with the approval of the Planning Manager. Such approval shall be based on sight visibility at intersections, vehicular access, stormwater management, public safety, and efficient use of public facilities. Where the proposed setback is between zero (0) and twenty-five (25) feet, the following features are permitted within the setback area provided they do not overhang or encroach into the public right-of-way:~~
~~(a) Outdoor cafes where seating is located in front of the primary building facade;~~
~~(b) Awnings;~~
~~(c) Canopies;~~
~~(d) Arcades.~~
~~2. The following setbacks from single family residential uses apply for buildings of greater than thirty-five (35) feet in height:~~
~~TABLE INSET:~~

~~Height (feet)~~	~~Setback~~
~~36--45~~	~~50'~~
~~46--55~~	~~80'~~
~~greater than 55~~	~~110'~~

~~For purposes of this section, incremental measurements between feet will be rounded to the nearest whole number.~~

~~The required setback for a building greater than thirty-five (35) feet in height from a single family residential use shall be measured from the common property line.~~
~~(Ord. No. 06-77, 11-7-06).~~

~~Sec. 30.1506. Lakefront development.~~

~~1. *Building Separation.* On parcels of two (2) acres or greater which front on a lake, each building shall have a maximum footprint of twenty thousand (20,000) square feet. Separate buildings on a single parcel shall be separated by a distance equal to the average height of all buildings on the property.~~

~~The area(s) between buildings shall provide a clear and unobstructed view between the water and the US 17-92 right-of-way. Facilities or equipment, including but not limited to pool enclosures, mechanical equipment, and service areas shall not be located between the buildings.~~
~~2. *Setbacks.* Structures on property adjacent to a lake shall be located outside of 100-year floodplain or wetland areas. In addition, the following setbacks from the ordinary high water elevation on any lake shall apply:~~

~~TABLE INSET:~~

~~Height (feet)~~	~~Setback~~
~~36--45~~	~~50'~~
~~46--55~~	~~80'~~
~~greater than 55~~	~~110'~~

~~For purposes of this section, incremental measurements between feet will be rounded to the nearest whole number.~~
~~(Ord. No. 06-77, 11-7-06).~~

~~Sec. 30.1507. Buffering.~~

~~For properties abutting an existing single family residential use, or abutting property in a single family residential zoning classification or residential land use designation; Section 30.1232. Active/passive buffer setback design standards shall apply. However, the Planning Manager has authority to waive up to fifty (50) percent of such standard, if she or he determines that the adjacent residential properties are adequately protected.~~
~~(Ord. No. 06-77, 11-7-06).~~

~~Sec. 30.1508. Open space.~~

~~The following standards apply, except as provided for in Section 30.1230, landscaping of parking areas.~~

~~1. Parcels of less than five (5) acres shall not be required to provide open space.~~

~~2. For parcels of five (5) acres or greater, minimum open space shall be fifteen (15) percent of the gross site area.~~

~~3. Open space areas shall be accessible for use as active/passive recreation.~~

~~4. Open space area shall not be fenced and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~

~~5. Open space areas may include stormwater retention ponds subject to Section 30.1344, and shall include at least two (2) of the following features:~~

~~(a) Outdoor patio/cafe seating areas;~~

~~(b) Pedestrian plazas/kiosk areas;~~

~~(c) Water features with sitting areas;~~

~~(d) Continuous walkways linking buildings to one another.~~

~~(Ord. No. 06-77, 11-7-06).~~

~~Sec. 30.1509. Building design.~~

~~Buildings shall be compatible with existing buildings on the parcel and abutting parcels, and shall include common design elements as follows:~~

~~1. *Building Details.* The following components shall be incorporated within all building facades facing residential uses:~~

~~(a) *Awnings, canopies, arcades.* Awnings, canopies or arcades shall be required over all doors, windows and other transparent elements. The height of the awnings, canopies or arcades shall be between eight (8) feet and twelve (12) feet, and shall be a minimum of four (4) feet in depth. Such elements may not encroach into the setback.~~

~~(b) *Cornices.* A cornice shall be provided on the side of a building facing a residential use and/or US 17-92 at a minimum of twelve (12) feet above the sidewalk or at a height similar to the cornice on an abutting property, but in no case shall the cornice exceed thirty-five (35) feet.~~

~~(c) *Front Entrance.* Non-residential buildings shall have a front entrance for pedestrians from the street-side of the building to the building interior. For buildings that are open to the public, this entrance shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish to emphasize their front entrances.~~

~~(d) *Building Facade.* Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from twelve (12) feet to sixteen (16) feet at grade, whichever applies to the proposed development. No more than twenty (20) feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the street. All buildings, excluding single family detached homes, shall utilize at least three (3) of the following design features along all elevations of the building:~~

~~(a) Divisions or breaks in materials (materials shall be drawn from a common palette)~~

~~(b) Window bays~~

~~(c) Separate entrances and entry treatments, porticoes~~
~~(d) Variation in roof lines~~
~~(e) Awnings~~
~~(f) Dormers~~
~~(g) Gables~~
~~(h) Recessed entries~~
~~(i) Covered porch entries~~
~~(j) Cupolas~~
~~2. *Storefront Character.* Buildings shall provide the following architectural features on the building frontage exterior:~~
~~(a) Corner lots shall contain corner building entrances.~~
~~(b) Regularly spaced and similar-shaped windows with window hoods or trim for each story within a building.~~
~~(c) Blank walls shall not occupy over fifty (50) percent of any building side and shall not exceed twenty (20) linear feet without being interrupted by a window or entry, or other fenestration element.~~
~~3. *Windows and Transparency.* The following provisions shall be met for all non-residential buildings:~~
~~(a) The ground floor of all street-facing, park-facing, and plaza-facing structures, and facades facing a residential use, shall have windows covering a minimum of forty (40) percent and a maximum eighty (80) percent of the ground floor of each storefront's linear frontage. Mirrored glass, obscured glass, and glass block cannot be used in meeting this requirement, although energy-saving window tinting with a minimum of forty (40) percent light transmittance shall be permitted. Display windows may be used to meet this requirement, but the window glass must be transparent and the display structure(s) shall be convertible to result in regular windows.~~
~~(b) Opaque materials behind displays that hide the interiors of buildings are prohibited unless the window display volume is filled with changeable display merchandise.~~
~~(c) Display windows shall be lit at night.~~
~~(d) The lower edge of a ground floor window shall be no more than two and one-half (2.5) feet above finished floor level. The upper edge shall be no more than six and one-half (6.5) feet above finished floor level. Reflective glass is prohibited.~~
~~4. *Stepbacks.* Stepbacks shall be provided in a building to provide for air and light at the street level on the side of a building along a street as follows:~~
~~(a) At the cornice between twelve (12) and thirty-five (35) feet, a step-back of at least ten (10) feet.~~
~~(b) At a level between the 4th and 10th floors, an additional step-back of at least ten (10) feet, or multiple step-backs which total a minimum of at least ten (10) feet.~~
~~5. *Exterior Lighting on Buildings.* Exterior lighting shall be directed at the building itself without illuminating other areas of the site.~~
~~6. *Massing.* Buildings taller than forty-five (45) feet in height shall display at least one (1) of the following designs for the top of the building: step backs at the top floor, a prominent projecting cornice, or a roof with a form such as a curve, slope, or peak. The Planning Manager may approve alternative designs for the top of the building.~~

~~7. *Parking Garage.* Structured parking decks and surface parking shall be located on portions of the site not abutting residential zoned property. Perimeter landscaping for parking garages shall be the same as for surface parking lots. However, no perimeter landscaping shall be required for any portion of the parking garage frontage that incorporates other ground floor uses. Interior landscaping requirements for surface parking lots may be met in parking garages by providing hanging baskets, landscape planters and/or flower boxes around the exterior of the first three (3) levels of the parking garage structure, such that the amount of landscaping shall be approximately equal to that required for interior landscaping for a surface parking lot of equal capacity. Parking structures that permit access from US 17-92 or internal streets shall comply with the following requirements:~~

~~(a) Direct pedestrian access from parking garages to each adjacent street shall be provided.~~

~~(b) Except for vehicle entrances as described below, the ground floor shall be developed with enclosed commercial or civic floor space to a minimum building depth of thirty (30) feet along the entire length of the structure on each adjacent street, unless separated from the street by another building, parking lot and/or landscaped open space with a minimum depth of thirty (30) feet.~~

~~(c) Vehicle entrances to parking structures shall be a maximum of forty-eight (48) feet in width and shall be separated from other vehicle access to and from the structure or other parking structures on the same side of the block by a minimum distance of four hundred (400) feet.~~

~~8. *Outdoor Seating for a Cafe or Restaurant.* Where outdoor seating is provided adjacent to a street, the following requirements shall be met:~~

~~(a) A public sidewalk shall be provided along the street;~~

~~(b) Tables shall not encroach into the sidewalk; and~~

~~(c) There shall be an open and accessible area, not blocked by tables, connecting the sidewalk to the front door.~~

~~9. *Building Color.* The dominant color of the exterior of proposed buildings shall be an earthtone color. The following colors are prohibited: aquamarine, bright or hunters orange, chartreuse, cherry or "fire engine" red, chrome yellow, all day-glo colors, purple, turquoise, fluorescent colors. Permitted earthtone colors shall include, but are not limited to the following: almond, bluegrass, brick, burgundy, cedar beige, chamois, cobblestone, cordovan, cream, driftwood gray, Monterey pine, peacock green, puce, rose quartz, topaz. Other colors within the above earthtone color scheme may also approved by the Planning Manager.~~

~~Sec. 30.1510. Street design.~~

~~Street design shall provide cross access for small scale redevelopment (up to five (5) acres) and large scale redevelopment (five (5) acres and greater).~~

~~1. *Cross Access Easements.* A system of joint use driveways and cross access easements shall be established wherever feasible along US 17-92, and the building site shall incorporate the following:~~

~~(a) A continuous service drive or cross access extending the entire length of each parcel served to provide for driveway separation consistent with access management classification system and standards.~~

~~(b) Stub-outs and other design features to make it visually obvious that the abutting properties may be tied in to provide cross access via a service drive;~~
~~(c) A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever feasible.~~
~~2. *Internal Street Design (large scale development).* Large scale development having internal streets intended to encourage pedestrian use shall be designed to the following standards:~~
~~(a) Existing or new streets, whether public or private, shall divide the site into blocks. Block lengths shall be between two hundred (200) and five hundred (500) feet. For blocks longer than five hundred (500) feet, pedestrian midblock crossings are required.~~
~~(b) New internal streets shall be designed as outlined in the following chart:~~
~~TABLE INSET:~~

~~Required Elements of Internal Street Design~~	
~~Number of Travel Lanes~~	~~2, two-way~~
~~Width of Travel Lanes~~	~~12'~~
~~Parking Lane~~	~~Both sides, every block~~
~~Parking Lane Width~~	~~7'~~
~~Sidewalks~~	~~Both sides, every block~~
~~Sidewalk Width~~	~~11'~~
~~Sidewalk Uses~~	~~Furniture*, walking, cafes~~
~~Planting Strip Width~~	~~None (wide sidewalk adjacent to parking lane)~~
~~Urban Landscape~~	~~At a minimum, a 36" diameter pot by 24" high shall be provided for every 20 feet of building frontage. The potted plant shall be twice as high as the height of the pot. Low growing, flowering annuals shall also be planted at the top of the pot.~~
~~Landscaping~~	~~Street trees in wells~~
~~Traffic Calming~~	~~Bulb-outs, pavement texture, raised crosswalks~~
~~* Furniture includes those features associated with a street that are intended to enhance the street's physical character and use by pedestrians, including benches, bus shelters, trash receptacles, planting containers, pedestrian lighting, and kiosks.~~	

~~EXHIBIT A~~
~~TARGET ZONE MAPS~~

PART 75. CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

Sec. 30. 1601. Purpose.

The purpose of this Section is to implement the concepts of Crime Prevention through Environmental Design (CPTED) by incorporating the principles of natural

surveillance, natural access control, and territorial reinforcement into new development, infill, and redevelopment.

Sec. 30. 1602. Applicability

The design standards established in this Section shall be applicable to all new development in the Mixed Development District (MXD), Part 43. Within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) districts, compliance with these standards may serve as evidence that the proposed development offers a greater benefit to the County than a similar project in conventional zoning, and therefore may be considered by the Board of County Commissioners in approving a PUD or PCD. Regarding development sites in other zoning districts, Seminole County shall provide CPTED-related comments as requested by applicants on any project under review by the Development Review Committee (DRC).

Sec. 30. 1603. General Building Standards

(a) Pedestrian amenities shall be provided next to areas used by the public including but not limited to shade trees, public open space, water features, sitting areas and mass transit stops.

(b) At least 50 percent of the ground level of the principal façade(s) shall be constructed of transparent materials. Such materials shall be evenly distributed across the front of the building.

(c) Drive-through windows and queuing lanes shall be placed in the side or rear yard of the parcel on which they are located. Drive-through windows and queuing lanes shall be located no closer than 50 feet to properties developed in or zoned for residential use. Speaker systems shall not be aimed toward such properties, and noise levels created by the speaker systems shall not exceed 25 db as measured at the property line. Queuing lanes shall incorporate natural surveillance techniques. Adjacent landscaping shall not exceed 2 feet in height.

(d) Chain link fences may not front or be visible from any public right-of-way except during construction. Such construction fencing shall be removed prior to issuance of a certificate of occupancy. Where permanent fencing is provided, it shall be decorative fencing for the purposes of implementing CPTED principles. The following are examples of approved CPTED fencing:

(e) Unpainted or unfinished block fences or walls shall be prohibited. All sides of buildings, walls, or block fences visible from a public right-of-way or any adjacent parcel must be architecturally finished (i.e. brick, stucco, or textured concrete masonry units) and maintained.

(f) Doors, windows, public art, and other architectural features shall be used to break large wall planes into smaller components. No more than 30 percent of any continuous front façade shall remain unembellished where such façade is oriented toward public rights-of-way and visible at ground level.

(g) Outdoor light fixtures must light all public use areas adjacent to the building (e.g. entryway, courtyards, parking lots, etc.) to an illumination level of 0.5 to 1.0 foot candle. Light spillage onto any adjacent property shall not exceed 0.2 foot-candle, as measured at the property line. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.

(h) Exterior garbage receptacles, dumpsters, open storage areas and/or mechanical equipment shall be screened from view from public rights-of-way and residential properties with opaque material that is similar to or compatible with the materials used on the nearest façade of the principal structure. All receptacles shall be illuminated up to 1 foot-candle with an energy efficient light source and vandal-resistant housing. These features of a development

site shall be located at least 25 feet from any property zoned or otherwise approved for residential use. As a part of new construction or major renovations on the site, any existing features of this type shall be incorporated into the main structure(s).

(i) Rooftop equipment, excluding vents and stairwell access, shall be screened from view at ground level by use of parapet walls or architecturally compatible screens.

(j) Continuous sidewalks shall be provided along the entire length of street frontage, and shall be aligned with and connected to that of adjacent and contiguous properties.

(k) For properties with multiple tenants and/or multiple structures on-site, pedestrian circulation shall be provided between tenants and/or structures through the use of a sidewalk or other suitable pedestrian connection, not less than 6 feet wide and where applicable, shall align with and connect to that of adjacent and contiguous properties. Sidewalk paving or other pedestrian connections, where applicable, must continue uninterrupted across the mouth of all curb cuts.

(l) Retention ponds shall be maintained, landscaped and/or must contain special site features, such as fountains or reflecting pools.

(m) The entrance to all service bays for automotive repair and service business must be oriented away from view of any arterial or collector roadway(s) and residentially zoned properties. All automotive repair and service shall take place within the fully enclosed area of the building in which such use is located.

(n) All buildings shall have pedestrian access oriented toward the public sidewalk adjacent to the street.

(o) Illuminated tubing which outlines a building, fence or other similar structure or part thereof shall be prohibited.

(p) The numerical address of each building shall be clearly displayed in characters at least 6 inches in height, made of reflective material, and easily observable from the public right-of-way. All addresses shall be illuminated during hours of darkness.

Sec. 30. 1604. Parking Standards

(a) Vehicle access shall have minimal impact on pedestrian circulation. Sidewalk paving shall continue uninterrupted across the mouth of all curb cuts. Decorative pavers, other textured material, or similar permanent delineations

shall be used across the mouth of all curb cuts to provide a pedestrian conveyance.

(b) Where a parking structure is located within 25 feet of the street right-of-way, the façade adjacent to the street shall provide commercial, retail, and/or office space at ground level.

(c) Parking structures shall provide landscaping adjacent to those areas which are visible from the street right-of-way and shall provide and maintain planter boxes in those areas adjacent to residential development. Additionally, such structures over 45 feet in height shall increase the required street setback by 1 foot for each 1 foot of height.

(d) A minimum of 80 percent of all surface parking for commercial properties shall be located in the side or rear yard of the property. All surface parking for other non-single-family residential properties shall be located in the rear or side yard of the property. CPTED techniques shall be incorporated in the design and security of all parking areas (i.e., visibility, access and security).

Sec. 30. 1605. Lighting

New construction and redevelopment shall include lighting for open or surface parking, covered (garage/parking structure) parking, on street parking, the associated sidewalks and grounds, garbage receptacles, and all pedestrian/open/public areas. Lighting design shall follow the "Recommended Illumination" table from the Illumination Engineering Society, IES Lighting Handbook, 2000 or most recent edition.

Required Minimum Illumination		
	Horizontal (pavement or ground level)	*Vertical (5' above ground)*
Public Space	1-5 fc	0.5-0.8 fc
Parking Facilities		
open parking	3 fc	0.3 fc
covered parking	6 fc	6 fc
sidewalks & grounds	6 fc	0.6 fc
Fast Food Restaurants		
parking lot, sidewalks	3 fc	3 fc
drive-up windows	6 fc	3 fc
Convenience Stores		
parking lots	6 fc	1.2 fc
sidewalks, refuse areas	3 fc	1.2 fc
storefront exit	5 fc	1.2 fc

Required Minimum Illumination		
	Horizontal (pavement or ground level)	*Vertical (5' above ground)*
fc = footcandle Source: IES Lighting Handbook 2000		

Sec. 30. 1606. Landscaping, Buffers, And Screening

(a) Perimeter buffering, including buffering adjacent to streets, shall comply with Sec. 30.1286(a), 30.1286(b), 30.1286(c), and/or 30.1290 as applicable. However, regardless of other requirements, there shall at minimum be a CPTED-compliant fence, as described in Section 30.1603(d), adjacent to residential development, zoning, or future land use.

(b) Buffers shall be required along the perimeter of all off-street parking areas, and shall meet the following criteria:
- Minimum width shall be 8 feet.
- Landscaping shall consist of 2 canopy trees per 100 feet, having a minimum of 2 inches diameter at breast height; and 4 shrubs per 100 feet, a minimum 3 feet in height.
- In addition to other landscaping, there shall be a continuous hedge around all paved areas to impede pedestrian access to unauthorized parts of the site.
- Trees shall be trimmed to maintain visibility below 6 feet. Hedges shall be trimmed to maintain a maximum height of 2 feet.
- All plants shall be thorny or dense varieties as approved by the Planning & Development Director, for the purpose of maintaining security and access control.

(c) All portions of each site that are not devoted to building or paving shall be landscaped. No more than 30 percent of the landscaped area may be grassed. The balance shall be landscaped in shrub and ground covers.

(d) All landscaping must be maintained in good order and all applicants for new construction or major renovation shall provide a schedule of maintenance for the installed landscaping.

Sec. 30. 1607. CPTED Sign Standards

The following sign standards shall apply to new signs and are intended to establish a coordinated graphic program that provides for occupant identification and directional communication, while allowing the creation of unique and informative signs that give a distinct and aesthetically pleasing flavor. These

guidelines are not intended to prohibit unusual signs that may enhance the character of the building, or reflect the nature of the business. All signs shall comply with Section 30.1247.

(a) Outdoor advertising signs are prohibited. Only signs that advertise the business conducted, services rendered, occupant names/symbols, or primary goods sold on the site upon which the sign is erected will be permitted. Signs existing prior to the effective date of this LDC shall be subject to the provisions of Section 30.1246.

(b) No sign on a parcel adjacent to or within 300 feet of a residence shall be illuminated from 11:00 p.m. to 7:00 a.m., except where the premises that the sign advertises is open for business. At no time shall the light from a sign be directed towards a residence.

(c) Ground signs for single occupancy parcels shall be limited to a maximum of 50 square feet in dimension per sign face. Such ground signs are limited to a maximum height of 10 feet.

(d) Ground signs for multiple occupancy parcels which are entitled to one sign under Sec. 30.1243 shall be limited to a maximum of 100 square feet in dimension per sign face. Such ground signs are limited to a maximum height of 15 feet.

(e) If a multiple occupancy parcel is entitled to more than one ground sign under Sec. 30.1243, then all allowable ground signs may be combined into a single ground sign not to exceed 150 square feet per sign face. Such ground signs are limited to a maximum height of 15 feet.

(f) Pylon signs for multiple occupancy parcels which are entitled to one sign under Sec. 30.1243 shall be limited to a maximum of 100 square feet in dimension per sign face. Such pylon signs are limited to a maximum height of 17 feet.

(g) The surface area of all shapes, letters, numbers, symbols or illustrations shall not exceed 25 percent of the awning or canopy sign surface. Only awnings and canopies constructed of opaque material may be illuminated.

(h) Wall signs shall not exceed more than 1 square foot per one 1 linear foot of building frontage facing a public street. No wall sign shall extend more than 12 inches out from the wall to which it is attached nor shall it extend more than 18 inches into the public right-of-way.

(i) Multi-family residential dwelling identification signs shall not exceed 15 feet in height.

(j) Non-commercial art murals shall be exempt from this Section.

Sec. 30. 1608. Transit Stop Provisions

Wherever possible, new development shall be designed to maximize the efficiency of mass transit. The developer shall coordinate with the transit provider to determine if the site warrants transit stop improvements such as easement dedication or transit shelters. These improvements may be considered for justification for the reduction of up to 10 percent of required parking.

Sec. 30. 1609. Curb Cuts/Access Management

Requests for additional curb cuts, for existing development, shall only be considered in instances of public safety issues. In cases where such a curb cut is approved, the applicant shall be solely responsible for any off-site or site specific improvements which are necessary to facilitate the design of the driveway or curb cut, including but not limited to signalization, turn lanes, and acceleration or deceleration lanes. These transportation improvements are in no instance creditable against transportation impact fees.

Section 4. Amendments to Chapter 35, Subdivision Regulations. Chapter 35 of the Land Development Code of Seminole County is amended as follows:

Sec. 35.43. Required submittals for preliminary plan.

Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated.

(c) *Other submittals.*

(6) *Pedestrian, bicycle and vehicular linkage information.* This information shall be provided in graphic and textual form and will describe the following:

(E) Any portion of these required submittals may be waived by the Planning Division upon finding that one (1) or more of the following conditions exist; provided, however, that a waiver of submittal requirements will not act to waive the review of impacts of the proposed subdivision on pedestrian, bicycle and vehicular linkages and such linkage requirements shall be evaluated:

(v) The proposed subdivision is part of a larger ~~PUD~~ PD in which pedestrian, bicycle and vehicular plans were approved as part of the preliminary or final development plan.

Section 5. Severability. Excepting Part 67, if any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such section, paragraph, sentence, clause, phrase or word may be severed from this ordinance and the balance of this Ordinance shall not be affected thereby.

Section 6. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Land Development Code and that the word “Ordinance” may be changed to "section," "part" or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that sections 5, 6, and 7 shall not be codified.

Section 7. Effective Date. This Ordinance shall become effective upon filing a copy of this ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this ___ day of ___, 2009.

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

By:_____

BOB DALLARI, CHAIRMAN

Seminole County
ECONOMIC IMPACT ANALYSIS
Mixed Development-Planned Development Ordinance

Date:	6/09/09	**Department/Division:**	Planning and Development/ Planning Division
Contact:	Jeff Hopper	**Phone:**	407-665-7377
Action:	Amendment of the Land Development Code to establish regulations to permit and set criteria for mixed use development; and to create a single Planned Development (PD) district to replace existing Planned Commercial Development (PCD) and Planned Unit Development (PUD) districts.		
Topic:	MXD-PD Ordinance		

Describe Project/Proposal

The proposed amendments to the County's Land Development Code (LDC) are intended to promote redevelopment primarily along the US 17-92 corridor but possibly in other areas as well with the appropriate future land use amendment(s). The US 17-92 corridor is an established Community Redevelopment Area (CRA) in Seminole County. The proposed LDC amendments provide for additional building heights and increased development intensities as compared to existing conventional zoning on subject properties. These amendments are intended to provide an economic incentive to help spur redevelopment along the US 17-92 corridor.

Also included in the proposed amendments is a unified Planned Development (PD) district which will: (a) clarify that planned developments should be innovative projects that exceed the public benefits of conventional zoning; and (b) modify the review process to address design and compatibility issues in greater detail before a project receives preliminary approval from the Board of County Commissioners.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

The direct economic impacts associated with the proposed LDC amendments are expected to be strongly positive. The ability to achieve greater building heights and increased development density/intensity will provide an incentive to redevelop by enabling greater returns per unit of land area, all else being equal. The new regulations will make certain forms of development feasible that would not have ordinarily occurred under current standards (e.g., vertically mixed use buildings with street-level retail and upper floor residential uses). The proposed amendments are not expected to create the need for additional County staff to process applications.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

By generating new economic activity and higher property values, the proposed mixed use development regulations are expected to be beneficial to property owners within the MXD zoning classification. Adjacent property owners should likewise be positively influenced through elevating property values and through design criteria intended to shield adjacent owners from external impacts. It should also be noted that no property will be assigned the MXD classification without an application approved by the property owner, and the more traditional types of development will still be permitted under existing zoning.

Identify Any Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

Eventual development within the US 17-92 CRA should take advantage of additional height allowances and zoning intensities provided in the proposed amendments. Building at greater heights and intensities is expected to produce substantial positive indirect impacts in the form of spending by firms that do business with the new development and through the creation of new businesses and residences along the US 17-92 corridor.

Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS*
Mixed Development-Planned Development Ordinance

Date:	6/09/09	**Department/Division:**	Planning and Development/ Planning Division
Contact:	Jeff Hopper	**Phone:**	407-665-7377
Action:	Amendment of the Land Development Code to establish regulations to permit and set criteria for mixed use development; and to create a single Planned Development (PD) district to replace existing Planned Commercial Development (PCD) and Planned Unit Development (PUD) districts.		
Topic:	MXD-PD Ordinance		

Describe Project/Proposal

The proposed amendments to the County's Land Development Code (LDC) are intended to promote redevelopment primarily along the US 17-92 corridor but possibly in other areas as well with the appropriate future land use amendment(s). The US 17-92 corridor is an established Community Redevelopment Area (CRA) in Seminole County. The proposed LDC amendments provide for additional building heights and increased development intensities as compared to existing conventional zoning on subject properties. These amendments are intended to provide an economic incentive to help spur redevelopment along the US 17-92 corridor.

Also included in the proposed amendments is a unified Planned Development (PD) district which will: (a) clarify that planned developments should be innovative projects that exceed the public benefits of conventional zoning; and (b) modify the review process to address design and compatibility issues in greater detail before a project receives preliminary approval from the Board of County Commissioners.

Estimated Economic Impact on Individuals, Businesses, or Government

Impacts to individuals and businesses may result from complying with these proposed changes to the land development regulations. In complying with the new regulations regarding mixed use development, developers will be required to make increased investments in building design/appearance, and also in landscaping to buffer the impacts of proposed development from adjoining residential uses. However, the increase in permitted building height and density, as well as the enhanced appearance of structures, may improve the economic viability of a development enough to offset those increased investments.

***Note:**

Existing development rights with respect to the types of permitted uses are based on future land use designations of the Seminole County Comprehensive Plan and zoning classifications of the Land Development Code. Aside from the requirements discussed herein, no changes in development rights will be created by this ordinance.

Seminole County recognizes that it has the responsibility and duty to both insure that public facilities are available concurrent with the impacts of development and to protect private property rights, which have vested in owners of parcels of real property.

Policy FLU 17.1, Private Property Rights Act, of the Seminole County Comprehensive Plan states: "The County shall fully implement the provisions of the Bert J. Harris, Jr., Private Property Rights Protection Act (Section 1, Chapter 95-181, Laws of Florida). Each staff recommendation relative to any land use decision shall consider the provisions of that Act and other general principles of law relating to the appropriate regulation of land without said regulation resulting in the taking of private property rights."

Proposed changes relating to planned developments will shorten and simplify the development approval process and therefore should have a positive impact on individuals and businesses involved in such projects.

Impacts to government should be minimal, consisting primarily of development review functions to implement the new regulations when development proposals are received. Existing County staff have most of the skills and abilities needed to implement the regulations. Organizational issues related to training and project review are being addressed within the Planning & Development Department.

Anticipated New, Increased or Decreased Revenues

These amendments may affect revenues relating to the cost to local government of implementing new regulations; and revenues generated from business and/or individuals to comply with new regulations.

Method Used in Determining Analysis

The method of analysis involved the potential impacts from adopting the proposed amendments to the Seminole County Land Development Code, and professional expertise.

Citation

Seminole County Comprehensive Plan

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County John E. Polk Correctional Facility Expansion

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve the completion of the third floor for the jail expansion project through the following actions:
1. Authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-70 through the 2005 Sales Tax Revenue Bonds/Jail Project Fund in the amount of $3,540,573.
2. Authorize the Purchasing & Contracts Manager to execute Change Order #10 to RFP-0613-06/TLR in the amount of $3,738,353.00 with Skanska/Wharton-Smith, of Orlando, Florida.
3. Authorize the Purchasing & Contracts Manager to execute Amendment #1 to Work Order #2 under RFP-0580-06/BLH in the amount of $185,835.20 with PMA Consultants, of Orlando, Florida, and
4. Authorize the Purchasing & Contracts Manager to execute Amendment #3 to PS-0369-05/DRR in the amount of $224,329.00 with HKS Architects, Inc., of Orlando, Florida.

County-wide Ray Hooper

BACKGROUND:

RFP-0613-06/TLR provides for a qualified Construction Manager/General Contractor (Construction Manager at Risk) for the Seminole County John E. Polk Correctional Facility Expansion project. The original scope of the project included the third floor shell which was anticipated to provide 144 additional beds to be “built out” at a later time. On August 8, 2008, the Board awarded this project to Skanska/Wharton-Smith, of Orlando, Florida.

Change Order #10 will provide for the completion of the 144 additional beds on the third floor, through utilization of the accrued interest on the project bonds. Approval of this additional scope will allow the County to take advantage of the cost efficiencies that would be realized when performing work during current mobilization which will maintain project familiarity by all involved contractors, and secure advantageous pricing available within the current construction market. In addition, Amendment #1 to Work Order #2 under RFP-0580-06/BLH will provide for increased services by the Owner's Representative, and Amendment #3 to PS-0369-05/DRR will provide for increased services by the project's design Consultant.

The following is a summary of the cost for construction services under RFP-0613-06/TLR:

Original Agreement Sum	$29,517,003.00
Change Order #1	(Time Only)
Change Order #3	$45,341.00
Change Order #8	-$69,291.00

Change Order #2, 4, 5, 6, 7&9	-$5,964,787.00 (Sales Tax Recovery)
Change Order #10	$3,738,353.00
Revised Agreement Total	$27,266,619.00

The following is a summary of the cost for Owner's Representative Services of RFP-0580-06/BLH:

Original Estimated Usage	$1,195,000.00 (Work Order based)
Work Order #1	$143,828.00
Work Order #2	$1,027,173.00
Work Order #2, Amendment #1	$185,835.20
Total Work Order Cost	$1,356,836.20

The following is a summary of the cost for design services under PS-0369-05/DRR:

Original Agreement Sum	$2,500,000.00
Amendment #1	(clarification only)
Amendment #2	$187,807.00
Amendment #3	$224,329.00
Revised Agreement Total	$2,912,136.00

This is a budgeted project, and funds for the professional services will be available after included amendment in Jail Expansion Project (Account #010575.560650, CIP #00273501).

Project Budget Recap:

Expenditures to 9/30/08:	4,725,355
Project Budget FY08/09	31,489,596
Requested Amendment	3,540,573
	39,755,524

STAFF RECOMMENDATION:

Staff recommends the Board approve the completion of the third floor for the jail expansion project through the following actions:

1. Authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-70 through the 2005 Sales Tax Revenue Bonds/Jail Project Fund in the amount of $3,540,573.
2. Authorize the Purchasing & Contracts Manager to execute Change Order #10 to RFP-0613-06/TLR in the amount of $3,738,353.00 with Skanska/Wharton-Smith, of Orlando, Florida.
3. Authorize the Purchasing & Contracts Manager to execute Amendment #1 to Work Order #2 under RFP-0580-06/BLH in the amount of $185,835.20 with PMA Consultants, of Orlando, Florida, and
4. Authorize the Purchasing & Contracts Manager to execute Amendment #3 to PS-0369-05/DRR in the amount of $224,329.00 with HKS Architects, Inc., of Orlando, Florida.

ATTACHMENTS:

1. RFP-0613-06_TLR - Backup Documentation
2. Budget Forecast Analysis wo Future Interest
3. RFP-0613-06_TLR - Change Order #10 (Skanska-Wharton Smith)
4. RFP-0580-06_BLH - Work Order #2 Amendment #1 (PMA Consultants)
5. PS-0369-05_DRR - Amendment #3 (HKS Architects)
6. Budget Amendment Resolution

Additionally Reviewed By:

- [x] County Attorney Review (Ann Colby)
- [x] Budget Review (Lin Polk, Lisa Spriggs)

Budget Forecast Analysis

Jail Expansion Project

CIP #: 00273501

Forecast Period: Life-to-Date (LTD) through Completion of Third Floor

	REVENUE	EXPENSES	TOTAL
FUNDING/REVENUE (ACTUALS)			
Project Budget	35,000,000	-	35,000,000
LTD Bond Interest Earnings (Through FY 07/08)	4,482,453	-	4,482,453
Subtotal (Actuals):	**39,482,453**	**-**	**39,482,453**
ENCUMBRANCES/EXPENDITURES			
CM - Preconstruction (Skanska/Wharton-Smith)	-	(318,000)	(318,000)
CM - GMP (Skanska/Wharton-Smith)	-	(29,517,003)	(29,517,003)
CM - GMP Change Orders (Non-ODP Related)	-	23,951	23,951
Owners Representative (PMA Consultants)	-	(1,171,001)	(1,171,001)
Architecture/Engineering (HKS)	-	(2,888,807)	(2,888,807)
Other Professional Fees	-	(154,155)	(154,155)
Permitting	-	(510,947)	(510,947)
Testing & Surveying	-	(220,344)	(220,344)
Other Costs	-	(119,237)	(119,237)
Subtotal:	**-**	**(34,875,542)**	**(34,875,542)**
FORECASTED REVENUE/EXPENDITURES			
Additional Interest Earnings (Estimate)[1]	600,000	-	600,000
Sales Tax Savings (Estimate)[2]	-	338,977	338,977
Contingency Items (Estimate)	-	(600,000)	(600,000)
Subtotal (Forecasted):	**600,000**	**(261,023)**	**338,977**
THIRD FLOOR CONSTRUCTION			
CM - GMP (Skanska/Wharton-Smith)	-	(3,738,353)	(3,738,353)
Owners Representative (PMA Consultants)	-	(186,000)	(186,000)
Architecture/Engineering (HKS)	-	(225,000)	(225,000)
Other Costs (Permitting/Testing/Etc.)	-	(130,000)	(130,000)
Subtotal (Forecasted):	**-**	**(4,279,353)**	**(4,279,353)**
GRAND TOTAL:	**$ 40,082,453**	**$ (39,415,918)**	**$ 666,535**

ANALYSIS SUMMARY

Based on actual and forecasted financials, an estimated $4,945,888 will be available as of June 2010. Approximate cost to construct the third floor totals $4,279,353, leaving a final budget balance totaling approximately $666,535.

[1] Forecasted amount based on an anticipated $410,000 in FY 2008/09 and $190,000 in FY 2009/10.

[2] Sales Tax Savings (Estimate) includes all deductive change orders issued to Skanska/Wharton-Smith for owner direct purchase/sales tax recovery costs.

COST PER BED

Original Project Scope -- 288 beds at:	$	121,096	per/bed[3]
Third Floor Construction -- 144 beds at:	$	29,718	per/bed
Combined Project -- 432 beds at:	**$**	**90,636**	**per/bed**

[3] Original project scope includes cost of the building infrastructure, expansion of the booking/intake area, and renovations to the existing kitchen.

Budget Forecast Analysis Without Future Interest Shown

Jail Expansion Project

CIP #: 00273501

Forecast Period: Life-to-Date (LTD) through Completion of Third Floor

	REVENUE	EXPENSES	TOTAL
FUNDING/REVENUE (ACTUALS)			
Project Budget	36,214,951	-	36,214,951
Amendment Request (Interest Income thru May-09)	3,540,573	-	3,540,573
Subtotal (Actuals):	**39,755,524**	**-**	**39,755,524**
ENCUMBRANCES/EXPENDITURES			
CM - Preconstruction (Skanska/Wharton-Smith)	-	(318,000)	(318,000)
CM - GMP (Skanska/Wharton-Smith)	-	(29,517,003)	(29,517,003)
CM - GMP Change Orders (Non-ODP Related)	-	23,951	23,951
Owners Representative (PMA Consultants)	-	(1,171,001)	(1,171,001)
Architecture/Engineering (HKS)	-	(2,888,807)	(2,888,807)
Other Professional Fees	-	(154,155)	(154,155)
Permitting	-	(510,947)	(510,947)
Testing & Surveying	-	(220,344)	(220,344)
Other Costs	-	(119,237)	(119,237)
Subtotal:	**-**	**(34,875,542)**	**(34,875,542)**
FORECASTED REVENUE/EXPENDITURES			
Sales Tax Savings (Estimate)[1]	-	338,977	338,977
Contingency Items (Estimate)	-	(600,000)	(600,000)
Subtotal (Forecasted):	**-**	**(261,023)**	**(261,023)**
THIRD FLOOR CONSTRUCTION			
CM - GMP (Skanska/Wharton-Smith)	-	(3,738,353)	(3,738,353)
Owners Representative (PMA Consultants)	-	(186,000)	(186,000)
Architecture/Engineering (HKS)	-	(225,000)	(225,000)
Other Costs (Permitting/Testing/Etc.)	-	(130,000)	(130,000)
Subtotal (Forecasted):	**-**	**(4,279,353)**	**(4,279,353)**
GRAND TOTAL:	**$ 39,755,524**	**$ (39,415,918)**	**$ 339,606**

ANALYSIS SUMMARY

Based on actual and forecasted financials, an estimated $4,618,959 will be available as of June 2010. Approximate cost to construct the third floor totals $4,279,353, leaving a final budget balance totaling approximately $339,606.

[1] Sales Tax Savings (Estimate) includes all deductive change orders issued to Skanska/Wharton-Smith for owner direct purchase/sales tax recovery costs.

COST PER BED

Original Project Scope -- 288 beds at:	$	121,096	per/bed[2]
Third Floor Construction -- 144 beds at:	$	29,718	per/bed
Combined Project -- 432 beds at:	**$**	**90,636**	**per/bed**

[2] Original project scope includes cost of the building infrastructure, expansion of the booking/intake area, and renovations to the existing kitchen.

Prime Contract Change Order

Seminole County Jail

Date: 5/18/2009
To Owner
Seminole County

Architect's Project No:
Contract Date:
Contract Number: PR-001
Change Order Number: 010

The Contract is hereby revised by the following items:

Third Floor Build Out

CE	Description		Amount
OCR -035	Third Floor Build Out - Complete	$	3,738,353

This Change Order includes the following Clarifications, Assumptions and Conditions:

1. All pricing is based on a third floor that is virtually identical in design, use, permit code, etc. to that of the current 2nd floor plan below including all applicable design modifications thru ASI 26 & RFI's 1 - 215

2. No further upgrades to any campus wide (i.e. area's outside of Inmate Housing 3rd Floor space) mechanical, electrical, fire suppression, alarm, backup power, water service, sanitary sewage collection/ distribution service, etc. is included. It is understood by Contractor that all MEP&Fp services available to the 3rd floor are sufficient to support the intended design.

3. It is expected that all design, permitting and inspections will be consistent with the building code criteria of the 2nd floor.

4. This Change Order shall only be valid if accepted in writing on or before the date of July 17, 2009.

5. The project Substantial Completion date shall be extended to August 29, 2010.

6. This change Order shall only be valid if a Building Dept/ AHJ (Authorities Having Jurisdiction) approval to construct the complete third floor build out, which is consistent with these Clarifications, Assumptions & Conditions is received no later than September 14, 2009.

7. The following items are NOT included in this proposal: Builder's Risk Insurance & Associated Deductibles, Threshold Inspection Services, Testing Services, Impact Fees, Permitting Costs, Design Services and Owner's Representative Oversight Services

8. Due to schedule requirements all door, window & security frames/ equipment will be installed after substrate has been completed via dimpled frame/ punched opening & bolt set method.

9. This Change Order includes partial third floor build out costs previously supplied to Owner in Contractor transmitted documents OCR 35DR and OCR 67. If the Owner accepts either/ both of these previously provided proposals prior to acceptance of this Change Order, the cost of this Change Order shall be reduced in equal proportion by the amount approved (acceptance of other proposals will not affect the schedule extension being requested in this Change Order).

10. This Change Order assumes all submittals/ shop drawings will be reviewed by the design team consultants and returned within ten (10) working days of submission.

11. This Change Order assumes Owner/ Designer will approve the purchase and release of the following specific long lead materials/ equipment within ten (10) working days of an acceptable submittal: HVAC Equipment, Doors, Security Detention Equipment, Plumbing Fixtures, Masonry CMU Block

12. This Change Order includes monies to cut, remove a portion of the tilt panel at the south end of the 3rd floor and install a double door (with view panel in each leaf) in the wall leading to Mechanical Rm/ future officer area. No costs are included to relocate the 3rd floor Mechanical Rm.

Prime Contract Change Order
Seminole County Jail

The original Contract Value was	$	29,517,003
Sum of changes by prior Prime Contract Change Orders	($	5,988,737)
The Contract Value prior to this Prime Contract Change Order was	$	23,528,266
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	3,738,353
The new Contract Value including this Prime Contract Change Order will be	$	**27,266,619**
The Contract duration will be changed by		74 wrk days
The revised Substantial Completion date as of this Prime Contract Change Order is		August 29, 2010

SEMINOLE COUNTY REPRESENTATIVE SIGNATURE BELOW IS AS AUTHORIZED BY SECTION 8.153 OF THE SEMINOLE COUNTY ADMINISTRATIVE CODE:

Ray Hooper, Purchasing & Contracts Manager

WITNESSES: _____

HKS Architects
ARCHITECT

225 E. Robinson St., Orlando, FL 32801
ADDRESS
By: **Johnny Baize**
Signature: _____
Date: _____

Seminole County
OWNER

200 W. County Home Rd. Sanford, FL 32773
ADDRESS
By: **Frank Raymond**
Signature: _____
Date: _____

Skanska/Wharton-Smith JV
CONTRACTOR

111 N. Magnolia Ave. Ste 1150, Orlando, FL 32801
ADDRESS
By: **Frank Cardinal**
Signature: _____
Date: _____

PMA Consultants LLC
OWNER REP.

4901 Vineland Rd. #330, Orlando, FL 32811
ADDRESS
By: **Peter A. Markham**
Signature: _____
Date: _____

Ed Bayton: _____ Date: _____

SKANSKA

Wharton-Smith, Inc. CONSTRUCTION GROUP

Seminole County Jail
Deliverable Summary
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 6 Sitework	Adjustments	Total		Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
Division 1	General Requirements								1		35,000	98,913
01732	Selective Demolition	N / A	54,120	69,900	N / A	N / A	13,263	175,083	2	N / A	10,000	10,000
Division 2	Site Construction						0		3			
02002	FDOT Standard Specifications for Road and Bridge Construction	N / A	N / A	N / A	N / A	In 02200	0	In 02200	4	N / A	N / A	N / A
02080	Abandonment Removal and Disposal of Existing pipe removed form s	N / A	N / A	N / A	N / A	In 02200	0	In 02200	5	N / A	N / A	N / A
02100	Site Preparation	N / A	N / A	N / A	N / A	In 02200	0	In 02200	6	N / A	N / A	N / A
02140	Dewatering (During Construction)	N / A	N / A	N / A	N / A	In 02200	0	In 02200	7	N / A	N / A	N / A
02200	Earthwork	N / A	N / A	N / A	N / A	821,882	-12,934	965,824	8	N / A	N / A	N / A
02276	Temporary Erosion & Sediment Control	N / A	N / A	N / A	N / A	In 02200	0	In 02200	9	N / A	N / A	N / A
02330	Manholes	N / A	N / A	N / A	N / A	In 02200	0	In 02200	10	N / A	N / A	N / A
02361	Termite Control	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	11	N / A	N / A	N / A
02660	Water Transmission System	N / A	N / A	N / A	N / A	In 02200	0	In 02200	12	N / A	N / A	N / A
02670	Wastewater Transmission System	N / A	N / A	N / A	N / A	In 02200	0	In 02200	13	N / A	N / A	N / A
02700	Irrigation	N / A	N / A	N / A	N / A	In 02900	0	In 02900	14	N / A	N / A	N / A
02822	Security Chain-Link Fences and Gates	N / A	N / A	N / A	N / A	227,758	0	227,758	15	N / A	N / A	N / A
02840	Parking Accessories	N / A	N / A	N / A	N / A	In 02200	0	In 02200	16	N / A	N / A	N / A
02900	Landscape	N / A	N / A	N / A	N / A	75,011	0	75,011	17	N / A	N / A	N / A
02920	Sod	N / A	N / A	N / A	N / A	In 02900	0	In 02900	18	N / A	N / A	N / A
Division 3	Concrete						0		19			
03100	Concrete Formwork	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	20	In 03300	In 03300	In 03300
03200	Concrete Reinforcement	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	21	In 03300	In 03300	In 03300
03300	Cast- In- Place Concrete	2,082,764	398,880	24,690	51,140	9,680	-56,975	2,510,179	22	610,115	15,000	46,820
03301	Cast- In- Place Concrete For Site Work	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	23	In 03300	In 03300	In 03300
03350	Concrete Finishing	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	24	In 03300	In 03300	In 03300
	Prep concrete floors prior to installation of floor sealer allowance	75,461	5,990	N / A	6,126	N / A	0	87,577	25	N / A	In Base	In Base
03410	Structural Precast Concrete	454,240	252,460	N / A	N / A	N / A	0	706,700	26	184,930	In Base	In Base

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	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
03470	Tilt-Up Concrete Construction	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	27	In 03300	In Base	In Base
03530	Concrete Topping	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	28	In 03300	In Base	In Base
03600	Grouting of Utility Pipes	N / A	N / A	N / A	N / A	In 02200	0	In 02200	29	N / A	N / A	N / A
Division 4	**Masonry**						0		30			
04210	Brick Masonry	907,508	773,804	64,558	61,731	N / A	-40,000	1,787,620	31	62,660	371,094	348,685
04220	Concrete Masonry Units	In 04210	In 04210	In 04210	In 04210	In 04210	0	In 04210	32	In 04210	In 04210	In 04210
04230	Reinforced Unit Masonry	In 04210	In 04210	In 04210	In 04210	In 04210	0	In 04210	33	In 04210	In 04210	In 04210
Division 5	**Metals**						0		34			
05120	Structural Steel	287,478	91,160	20,791	79,021	N / A	99,010	585,081	35	97,076	46,663	59,048
05200	Steel Joists	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	36	N / A	N / A	N / A
05310	Steel Roof Deck	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	37	N / A	N / A	N / A
05400	Cold Formed Metal Framing	In 09260	In 09260	In 09260	In 09260	N / A	0	In 09260	38	In 09260	In 09260	In 09260
05500	Metal Fabrications	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	39	In 05120	In 05120	In 05120
05511	Metal Stairs	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	40	In 05120	N / A	N / A
05521	Pipe and Tube Railings	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	41	In 05120	In 05120	In 05120
05530	Grating	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	42	In 05120	In 05120	In 05120
05731	Custom Formed Metal Fabrications	In 05120	In 05120	In 05120	In 05120	N / A	0	In 05120	43	In 05120	In 05120	In 05120
05810	Expansion Joint Assemblies	In 09260 / 09512	In 09260 / 09512	In 09260 / 09512	In 09260 / 09512	N / A	0	In 09260 / 09512	44	N / A	N / A	N / A
Division 6	**Wood and Plastics**						0		45			
06100	Rough Carpentry	42,762	58,033	1,018	N / A	N / A	-13,707	88,106	46	N / A	21,381	29,192
06410	Custom Cabinets	In 06100	In 06100	In 06100	In 06100	N / A	0	In 06100	47	N / A	In 06100	In 06100
Division 7	**Thermal and Moisture Protection**						0		48			
07110	Damp proofing	85,266	79,657	29,655	19,152	N / A	-2,100	213,630	49	22,300		31,029
07120	Waterproofing	In 07110	In 07110	In 07110	In 07110	N / A	0	In 07110	50	In 07110	In 07110	In 07110
07210	Building Insulation	With Trades	With Trades	With Trades	With Trades	N / A	0	With Trades	51	With Trades	With Trades	With Trades
07241	EIFS - Thin Coat Class PB	In 09260	In 09260	In 09260	In 09260	N / A	0	In 09260	52	In 09260	N / A	N / A

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	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
07263	Below slab-on-Grade Vapor Retarder	In 03300	In 03300	In 03300	In 03300	N / A	0	In 03300	53	N / A	N / A	N / A
07417	Insulated Metal Wall Panels	53,960	N / A	N / A	N / A	N / A	0	53,960	54	N / A	N / A	N / A
07552	Modified Bituminous Membrane Roofing	403,617	239,183	6,304	33,988	N / A	0	683,092	55	N / A	N / A	N / A
07591	Membrane Re-roofing Preparation	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	56	N / A	N / A	N / A
07600	Flashing and Sheet Metal	Void Per RFI 15	Void Per RFI 15	oid Per RFI 15	d Per RFI 15	N / A	0	Void Per RFI 15	57	N / A	N / A	N / A
07710	Manufactured Roof Specialties	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	58	N / A	N / A	N / A
07716	Roof Expansion Assemblies	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	59	N / A	N / A	N / A
07720	Roof Accessories	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	60	N / A	N / A	N / A
07841	Through-Penetration Firestopping	With Trades	With Trades	With Trades	With Trades	N / A	0	With Trades	61	With Trades	With Trades	With Trades
07842	Fire-Resistive Joint Firestopping	In 04210 / 09260	04210 / 09260	04210 / 09260	4210 / 09260	N / A	0	In 04210 / 09260	62	In 04210 / 09260	In 04210 / 09260	In 04210 / 09260
07920	Joint Sealants	In 07110	In 07110	In 07110	In 07110	N / A	0	In 07110	63	In 07110	In 07110	In 07110
Division 8	**Doors & Windows**						0		64			
08115	Hollow Metal Doors and Frames	23,167	65,558	6,945	7,548	N / A	0	108,220	65	N / A	11,584	13,706
08211	Flush Wood Doors	In 08115	In 08115	In 08115	In 08115	N / A	0	In 08115	66	N / A	In 08115	In 08115
08311	Access Doors and Frames	1,000	1,000	1,000	N / A	N / A	0	4,000	67	N / A	500	0
08312	Security Access Doors and Frames	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	68	In 11195	In 11195	In 11195
08322	Detention Doors and Frames	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	69	In 11195	In 11195	In 11195
08331	Overhead Coiling Doors	65,963	N / A	N / A	4,266	N / A	0	70,229	70	16,860	16,122	0
08332	Overhead Coiling Counter Shutters	In 08331	In 08331	In 08331	In 08331	N / A	0	In 08331	71	N / A	In 08331	4,200
08350	Four Fold Sally Port Doors	N / A	84,196	N / A	N / A	N / A	0	84,196	72	N / A	N / A	N / A
08355	Accordion Folding Fire Doors	In 08331	In 08331	In 08331	In 08331	N / A	0	In 08331	73	N / A	In 08331	15,318
08412	Aluminum Entrance Doors	N / A	N / A	N / A	N / A	N / A	0	N / A	74	N / A	N / A	N / A
08710	Door Hardware	IN 08115	IN 08115	IN 08115	IN 08115	N / A	0	IN 08115	75	N / A	IN 08115	IN 08115
08800	Glazing	3,000	2,000	3,000	N / A	N / A	132,344	140,344	76	54,000	1,500	0
08805	Security Glazing	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	77	IN 11195	IN 11195	IN 11195
08830	Mirrors	In 08412	In 08412	In 08412	In 08412	N / A	0	In 08412	78	N / A	In 08412	In 08412
08920	Glazed Aluminum Wall Systems	139,000	N / A	N / A	N / A	N / A	0	139,000	79	70,000	N / A	N / A

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	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
Division 9	**Finishes**											
09210	Acoustical Cement Plaster						0		80			
09220	Portland Cement Plaster	In 09260	In 09260	In 09260	21,035	In 09260	-21,035	0	81	In 09260	In 09260	In 09260
09260	Gypsum Board Assemblies	In 09260	In 09260	In 09260	In 09260	In 09260	0	In 09260	82	In 09260	In 09260	In 09260
09265	Finishing of Gypsum Board	354,241	147,500	64,000	33,500	N / A	2,000	601,241	83	6,500	170,621	177,500
09300	Tile	In 09260	In 09260	In 09260	In 09260	In 09260	0	In 09260	84	N / A	In 09260	In 09260
09512	Acoustical Panel Ceilings	143,537	14,640	22,320	N / A	N / A	0	186,497	85	N / A	71,769	45,546
09651	Resilient Tile Flooring	40,358	22,980	2,810	N / A	N / A	750	79,663	86	N / A	20,179	10,050
	Seal VCT /Rubber Floors due to Moisture Testing - Allowance	56,004	21,960	399	N / A	N / A	0	93,948	87	N / A	28,002	8,705
09653	Resilient Base & Accessories	19,425	14,656	N / A	N / A	N / A	0	34,081	88	N / A	9,713	9,713
09671	Resinous Flooring	In 09651	In 09651	In 09651	In 09651	In 09651	0	In 09651	89	In 09651	In 09651	In 09651
	Sealing of epoxy floors due to moisture testing - allowance	N / A	N / A	35,789	N / A	N / A	0	35,789	90	N / A	N / A	N / A
09681	Carpet Tiles	N / A	N / A	9,367	N / A	N / A	0	9,367	91	N / A	N / A	N / A
09900	Painting For Utilities	In 09651	In 09651	In 09651	In 09651	In 09651	0	In 09651	92	N / A	In 09651	In 09651
09910	Painting	229,550	76,130	32,035	19,785	N / A	-9,800	359,045	93	23,620	52,132	64,530
09965	Sacrificial Graffiti Barrier Coatings	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	94	In 0990	In 0990	In 0990
09968	Textured Acrylic Coatings	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	95	In 0990	N / A	N / A
09970	Coating for Steel	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	96	In 0990	N / A	N / A
09985	Silicone Elastomeric Coatings	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	97	In 0990	In 0990	In 0990
Division 10	**Specialties**	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	98	In 0990	N / A	N / A
10100	Visual Display Board						0		99			
10210	Wall Louvers	2,580	N / A	N / A	N / A	N / A	0	2,580	100	N / A	1,290	1,400
10270	Access Flooring	25,300	N / A	N / A	N / A	N / A	0	25,300	101	N / A	12,650	0
10400	Signs and Graphic Elements	N / A	20,819	N / A	N / A	N / A	0	20,819	102	N / A	N / A	N / A
10520	Fire Protection Specialties	4,965	3,586	N / A	N / A	3,600	0	12,151	103	244	2,483	4,000
10530	Prefabrication Aluminum Canopies	47,279	6,705	1,523	N / A	N / A	0	55,507	104	N / A	23,640	7,980
		N / A	20,128	N / A	N / A	N / A	0	20,128	105	N / A	N / A	N / A

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	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
107560	Telephone Specialties	In 10520	In 10520	In 10520	In 10520	N / A	0	In 10520	106	N / A	In 10520	In 10520
10810	Toilet Accessories	In 10520	In 10520	In 10520	In 10520	N / A	0	In 10520	107	N / A	In 10520	In 10520
Division 11	**Equipment**						0		108			
11015	Exterior Building Maintenance Support Systems	33,904	42,174	N / A	N / A	N / A	0	76,078	109	N / A	N / A	N / A
11110	Laundry Equipment	N / A	N / A	38,417	N / A	N / A	0	38,417	110	N / A	N / A	N / A
11132	Projection Screens	In 10520	In 10520	In 10520	In 10520	N / A	0	In 10520	111	N / A	In 10520	In 10520
11133	T. V. Support Brackets	In 10520	In 10520	In 10520	In 10520	N / A	0	In 10520	112	N / A	In 10520	In 10520
11193	Detention Screens	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	113	IN 11195	IN 11195	IN 11195
11195	Detention Furnishings	758,572	402,651	16,194	1,000	N / A	-151,248	1,033,924	114	42,713	260,949	381,497
11196	Security Fasteners	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	115	IN 11195	IN 11195	IN 11195
11400	Food Service Equipment	N / A	N / A	414,926	N / A	N / A	3,986	418,912	116	N / A	N / A	N / A
	Temporary Kitchens	N / A	N / A	595,243	N / A	N / A	0	595,243	117	N / A	N / A	N / A
11451	Residential Appliances	N / A	N / A	N / A	N / A	N / A	0	N / A	118	N / A	N / A	N / A
11491	Gymnasium Equipment	6,701	N / A	N / A	N / A	N / A	-6,701	0	119	N / A	N / A	N / A
Division 12	**Furnishings**						0		120			
Division 13	**Special Construction**						0		121			
13852	Digital Addressable Fire Alarm System	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	0	In Electrical	122	N / A	In Electrical	In Electrical
13915	Fire Suppression Piping	In 13915	In 13915	In 13915	In 13915	In 13915	0	In 13915	123	N / A	In 13915	In 13915
13930	Wet Pipe Fire Suppression Sprinklers	188,070	72,685	10,250	12,515	6,640	0	306,610	124	30,800	78,635	37,019
13935	Dry Pipe Fire Suppression Sprinklers	In 13915	In 13915	In 13915	In 13915	In 13915	0	In 13915	125	N / A	N / A	N / A
Division 14	**Conveying Systems**						0		126			
14240	Hydraulic Elevators	269,890	N / A	N / A	N / A	N / A	0	269,890	127	9,930	7,241	16,509
14580	Pneumatic Tube Systems	N / A	N / A	N / A	N / A	N / A	0	44,292	128	N / A	N / A	N / A
Division 15	**Mechanical**						0		129			
	Plumbing	631,630	197,370	154,500	97,000	28,000	0	1,125,500	130	10,700	305,115	185,807
	HVAC	1,119,799	311,055	248,844	1,306,432	124,422	20,000	3,140,552	131	67,000	727,869	453,757

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	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
Division 16	Electrical						0		132			
	Electrical	1,935,353	304,864	226,814	103,254	255,158	-150,000	2,735,443	133	70,000	822,677	520,600
Division 17	Technology						0		134			
17010	Technology General Provisions	1,151,512	419,979	53,995	68,118	132,305	-75,000	1,771,334	135	29,715	508,541	391,833
17110	Pathways and Spaces for Structural Cabling System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	136	N / A	In 17010	In 17010
17120	Structured Cabling system	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	137	N / A	In 17010	In 17010
17450	Grounding and Bonding for Telecommunications Systems	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	138	N / A	In 17010	In 17010
17776	Paging System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	139	N / A	In 17010	In 17010
17783	Broadband Distribution Systems	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	140	N / A	In 17010	In 17010
17810	Security Control System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	141	N / A	In 17010	In 17010
17820	Closed Circuit Television System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	142	N / A	In 17010	In 17010
17830	Intercom System	In 17010	In 17010	In 17010	In 17010	In 17010	0	In 17010	143	N / A	In 17010	In 17010
	Walkway Canopy	N / A	N / A	N / A	N / A	128,715	0	128,715	144	N / A	N / A	N / A
	Administration Area						0	0	145		N / A	N / A
	Alternate No. 2 CCTV Monitoring	31,107	N / A	N / A	N / A	N / A	N / A	31,107	146		N / A	N / A
	Alternate No .5 T5.12 Note No. 1	21,710	N / A	N / A	N / A	N / A	N / A	21,710	147		N / A	N / A
	Value Management Allowance						-100,076	-100,076	148			

SKANSKA

Wharton-Smith, Inc CONSTRUCTION GROUP

Seminole County Jail
Deliverable Summary
February 19, 2008
Updated March 20, 2008

DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 6 Sitework	Adjustments	Total		Alternate No. 3 Third Floor Addition	Rough Order of Magnitude Build Out of 3rd Floor 12/18/08	3rd Floor Build Out Proposal Costs 5/18/09
	AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	85,949		30,198	30,198	30,198
	Subtotal Cost of Work:	**$11,696,673**	$4,205,923	$2,155,287	$1,925,611	$1,813,171	**-$368,223**	**$21,879,377**	149	**$1,409,163**	**$3,632,346**	**$2,973,356**
	BUILDING PERMIT COSTS	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	150	N / A	By Owner	By Owner
0.15%	DATA PROCESSING COST	$22,303	$8,020	$4,110	$3,672	$3,457	-$702	**$41,617**	151	$2,659	$7,133	$5,031
1.25%	SUB GUARD / SUBCONTRACTOR BONDS	$146,208	$52,574	$26,941	$24,070	$22,665	-$4,603	**$273,492**	152	$17,615	$45,404	$37,167
	OWNER'S PROTECTIVE LIABILITY INSURANCE	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	153	By Owner	By Owner	By Owner
	BUILDERS RISK INSURANCE (Alternate)	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	154	Alternate	By Owner	By Owner
0.861%	P&P BOND	$128,058	$46,048	$23,597	$21,082	$19,851	-$4,031	**$238,956**	155	$15,267	$40,954	$28,313
	GENERAL CONDITIONS	$1,597,447	$574,415	$294,354	$262,986	$247,630	-$50,289	**$2,926,542**	156	$180,000	$360,000	$315,000
3.000%	CONTINGENCY	$350,900	$126,178	$64,659	$57,768	$54,395	-$11,047	**$656,381**	157	$42,275	$363,235	Not Included
	PERMIT/ DESIGN ADJUSTMENT ALLOWANCE - (5% 3rd FL B/O)	$40,939	$14,721	$7,544	$6,740	$6,346	-$1,289	**$75,000**	158	N / A	Not Included	$167,943
0.970%	GENERAL LIABILITY INSURANCE	$144,224	$51,860	$26,575	$23,743	$22,357	-$4,540	**$269,121**	160	$17,194	$46,124	$33,526
	Subtotal w/Indirect Costs:	**$14,126,752**	$5,079,738	$2,603,065	$2,325,672	$2,189,872	**-$444,724**	**$26,360,486**	161	$1,684,172	**$4,517,815**	**$3,560,336**
	OVERHEAD & PROFIT	$741,654	$266,686	$136,661	$122,098	$114,968	-$23,348	**$1,383,926**	162	$88,419	$237,185	$178,017
	FINAL BID AMOUNT-->	**$14,868,406**	$5,346,424	$2,739,726	$2,447,770	$2,304,840	**-$468,072**	**$27,744,412**	164	$1,772,591	**$4,755,000**	**$3,738,353**
	COST PER SQUARE FOOT	$246.19	$312.22	$318.09	$948.75	$9.28	-$5.84	$322.80		$58.70	$157.46	$123.79

Skanska/Wharton-Smith JV
General Requirments Forecast

Prepared for 3rd Floor Build Out Pricing
Proposal Date 5/18/09

		Original Budget Dolalrs	Unit Measure	APR	MAY	JUN	JUL	AUG	SEP	M COSTS Cost to Complete Units	N Rate	O (M * N) Amount
GENERAL REQUIREMENTS												
Personnel Non-Labor Expenses												
01190500	Ground Transportation	$ -	L.S. Amount							0		$0
01191000	Airfare		L.S. Amount							0		$0
01191500	Hotel		L.S. Amount							0		$0
01192000	Meals		L.S. Amount		2	4	4	4		14	100	$1,400
01192500	Moving Expense		ls							0		$0
01193000	Per Diem		L.S. Amount		0.5	1	1	1		3.5	2,115	$7,403
01194000	Recognition		L.S. Amount							0		$0
Temporary Facilities												
01201000	Office Trailer Setup		L.S. Amount							0		$0
01202000	Owner/Architect Trailer		units per month							0		$0
01204000	Office Temporary Electric		units per month		0.5	1	1	1		3.5	500	$1,750
01204500	Office Temporary Water/Sewer		units per month		0.5	1	1	1		3.5	250	$875
01210500	Job Sign		L.S. Amount							0		$0
01220500	GC Office Furniture		L.S. Amount		0.5	1	1	1		3.5	105	$368
01221000	Office Supplies		units per month		0.5	1	1	1		3.5	150	$525
01221100	Drinking Water		units per month		0.5	1	1	1		3.5	150	$525
01221500	Sanitary Supplies		L.S. Amount		0.5	1	1	1		3.5	100	$350
01222000	Office Machines - Lease		units per month		0.5	1	1	1		3.5	800	$2,800
01222200	Fax Machines		units per month							0		$0
01223100	Telephone - Equip.		L.S. Amount		0.5	1	1	1		3.5	88	$308
01223200	Tele/Data Service - Install		L.S. Amount							0		$0
01223300	Telephone - Service		units per month		0.5	1	1	1		3.5	1,200	$4,200
01223500	Telephone - Owner / Architect		units per month							0		$0
01223600	Radio Communications		units per month							0		$0
01223800	Network Access Charges		units per month		0.5	1	1	1		4	55	$193
01224000	Security System - Offices		units per month		5	1	1	1		8	250	$2,000
01225000	Office Cleaning		units per month		0.5	1	1	1		3.5	75	$263
01226000	Computer and Software		units per month		0.5	1	1	1		3.5	355	$1,243
	Comp. & Software - Inst. Spare Equipment		units per month							0		$0
01226600	Project Mgt Information System		units per month		3.0	6	6	5		20	150	$3,000
01227000	Postage Charges		units per month		1	1	1	1		4	200	$800
01227200	As Builts		units per month							0		$0
01228100	Blueprints/Reproduction		units per month		0.5	1	1	1		3.5	150	$525
01228500	Progress Photos		units per month			1	1	1		3	125	$375
	Trailer Hookup									0		$0
Non-Sub 3rd Party Costs												
01311000	Equipment rentals		L.S. Amount		4	4	4	3		15	500	$7,500
01343000	Check Processing Fees		L.S. Amount			1	1	1		3	1,000	$3,000
01360000	Schedule Costs General		L.S. Amount							0		$0
Cleaning/Recycle/Disposal												
01403500	Cleaning Supplies		L.S. Units			1	1	1		3	150	$450
Jobsite Costs												
01503500	Temporary Protection		L.S. Amount			1	1	1		3	250	$750
01510500	JobsiteWatchman/Security		units per month		0.5	1	1	1		3.5	500	$1,750
01521000	Temp Signs/Traffic Signals		L.S. Amount			1	1	1		3	75	$225
01523000	Offsite Storage		L.S. Amount							0		$0
01580500	Safety Rails		L.S. Amount			1	1	1		3	450	$1,350
01584000	Fire Protection - Exinguisher		L.S. Amount							0		$0
01590500	Temporary Electric Service		units per month			1	1	1		3	9,000	$27,000
01592000	Temporary Water		units per month		0.5	1	1	1		4	200	$700
01596500	Badging system					1	1	1		3	200	$600
01620500	Small Tools and supplies		units per month							0		$0
Safety												
01600500	First Aid		L.S. Amount			1	1	1		3	150	$450
01601000	Safety Signs		L.S. Amount							0		$0
01602000	Hard Hats		L.S. Amount							0		$0
01602500	Safety Glasses		L.S. Amount							0		$0
01603500	Drug Screening		L.S. Amount			1	1	1		3	50	$150
01604000	Safety: Training		L.S. Amount							0		$0
01605000	Safety Incentives		L.S. Amount			1	1	1		3	200	$600
	Extinguishers		L.S. Amount							0		$0
Material Handling (Equip.)												

Skanska/Wharton-Smith JV
General Requirments Forecast

Prepared for 3rd Floor Build Out Pricing
Proposal Date 5/18/09

										M	N	O (M * N)
										COSTS		
		Original Budget Dolalrs	Unit Measure							Cost to Complete		
				APR	MAY	JUN	JUL	AUG	SEP	Units	Rate	Amount
01800500	Superintendent Auto Expenses (fuel)		units per month							0		$0
01802000	Project Manager Auto Expenses		units per month							0		$0
01833000	Misc Equipment Rental		units per month							0		$0
Bonds, Taxes, Insurances												
01900500	Insurance		L.S. Amount							0		$0
01911000	GC/CM Bond		L.S. Amount							0		$0
Subcontractors in Phase 150												
01200500	Office Trailer Rental		units per month		0.5	1	1	1		3.5	3,000	$10,500
01225000	Office Cleaning		units per month							0		$0
01228500	Progress Photos	See Above	units per month							0		$0
01400000	Recycle/Disposal/Dumpster		L.S. Units		10	8	8	4		30	450	$13,500
01400500	Field Toilets		units per month		0.5	1	1	1		4	425	$1,488
TOTAL GENERAL REQUIREMENTS		$ -										$ 98,913

WORK ORDER AMENDMENT

Board of County Commissioners **Amendment Number: 1**
SEMINOLE COUNTY, FLORIDA **Work Order Number: 2**

Master Agreement No.: RFP-0580-06/BLH Dated: July 11, 2006
Master Agreement Title: Owner's Representative Services for the Seminole County Jail Expansion
Project Title: **Construction Phase and General Conditions**

Consultant/Contractor: PMA Consultants, LLC
Address: 4901 Vineland Road, Suite 330
Orlando, FL 32811

ATTACHMENTS TO THIS AMENDMENT:
[ ] drawings/plans/specifications
[X] additional scope of services – Attachment "A"
[ ] special conditions
[ ] additional method of compensation

In consideration of the mutual understandings and agreements contained herein, the parties agree Work Order Number **2** dated **June 26,2008**, is amended as follows:

Through the execution of this Work Order Amendment, the CONSULTANT shall be compensated an additional ONE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND 20/100 DOLLARS ($185,835.20) to perform services under the additional scope included as Attachment "A" to this Work Order Amendment.

The total revised amount of fixed fee compensation under this Work Order shall be ONE MILLION TWO HUNDRED THIRTEEN THOUSAND EIGHT AND 20/100 DOLLARS ($1,213,008.20).

Except as herein modified, all terms and conditions of this Work Order shall remain in full force and effect for the term of this Work Order as originally set forth in said Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

PMA Consultants, LLC

By:_____
Richard J. McAfee, Managing Principal

Date:_____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Procurement Analyst)

_____
(Procurement Analyst)

By: _____
Robert Hunter, Procurement Supervisor

Date: _____
As authorized by Section 8.153 Seminole County Administrative Code.

OC #804657 **Original ON #15630**

WORK ORDER AMENDMENT

TERMS AND CONDITIONS

a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.

b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.

c) The Scope of Services attached to the cited Work Order may be modified as provided in any attached Exhibit "A" which will be incorporated by this reference.

d) The CONSULTANT/CONTRACTOR shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.

e) It is expressly understood by the CONSULTANT/CONTRACTOR that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.

f) The CONSULTANT/CONTRACTOR shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT/CONTRACTOR upon execution by the COUNTY.

PMA Consultants
Est. 1971
4901 Vineland Road, Suite 360 • Orlando, FL
Tel: 407.351.9016 • Fax: 407.351.9358

May 28, 2009

Mr. Frank Raymond
Director of Administrative Services
200 W. County Home Road
Sanford, FL 32773

Subject: *Fee Proposal for Continuation of Services*
Seminole County Corrections Expansion Project

Dear Mr. Raymond:

Per our telephone discussions we understand that the Skanska/Wharton Smith Joint Venture has proffered a proposal to finish out the third floor of the jail expansion. This proposal would move the substantial completion date out to 29 August 2010. PMA Consultants has been requested to tender a proposal for services during this extended construction phase period. Our proposal totals $185,835 as detailed below:

PMA Consultants, LLC
Seminole County Corrections Expansion

Third Floor Fit Out Proposal					
		rate	hrs / week	# of weeks	total
Rich McAfee		$228.00	0		$ -
Pete Markham	30% time	$140.00	12	19	$31,920.00
Carolyn McAfee	80% time	$ 81.40	32	19	$49,491.20
Larry Willbur	25% time	$129.00	10	19	$24,510.00
Jackie Martinez	50% time	$ 40.00	20	19	$15,200.00
URS Inspector	Full time	$94.50	38	18	$64,638.00
John J. Christie and Associates	already in budget				$ -
				subtotal	**$185,759.20**
GENERAL CONDITIONS	Office supplies, sanitary supplies, printer ink ($4.00 per week)			subtotal	**$ 76.00**
				TOTAL	**$185,835.20**

EST. 1971

We sincerely appreciate your confidence in continuing to look to PMA for these services and we look forward to continuing work with the County on this project. Please contact me at 407-351-7016 or cell number 407-758-0800, if you have any questions or require additional information.

Sincerely,

Richard J. McAfee

Richard J. McAfee, P.E.
Managing Principal

RJM/rm
cc: Rich McAfee
Jerry Neibert
Carolyn McAfee
Jennifer Cole
FILE 2882

THIRD AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT
SEMINOLE COUNTY JOHN E. POLK CORRECTIONAL FACILITY EXPANSION
(PS-0369-05/DRR)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on June 28, 2006, as amended on September 26, 2006 and on October 15, 2007, between **HKS ARCHITECTS, INC.**, whose address is 225 E. Robinson Street, Suite 405, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT," 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, CONSULTANT and COUNTY entered into the above-referenced Agreement on June 28, 2006, as amended on September 26, 2006 and on October 15, 2007, for architectural and engineering services for the John E. Polk Correctional Facility expansion; 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 22 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 2, Time for Completion, of the Agreement is hereby amended to read:

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced within thirty (30) days of execution of this Agreement by the parties and the Agreement shall terminate thirty

(30) calendar days after the execution of Final Acceptance for the construction project.

2. Section 5, Compensation and Payment, of the Agreement is hereby amended to read:

SECTION 5. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the sum of TWO MILLION NINE HUNDRED TWELVE THOUSAND ONE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($2,912,156.00). The fixed fee shall be comprised of separate fee components for each phase of this Agreement and will be billed and paid monthly as follows: (1) for pre-construction services based upon a percentage of CONSULTANT's work actually completed and accepted; and (2) for construction services, based upon a percentage of the construction work actually completed. CONSULTANT shall provide, as a condition precedent to receiving payment for any services hereunder, a schedule of services which identifies in detail the portions of its fixed fee allocated to the various Services to be provided in accordance with this Agreement. CONSULTANT shall perform all work required by the Scope of Services and the terms of this Agreement, but in no event, shall CONSULTANT be paid more than the fixed fee amount stated above, except by authorized Amendment.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

(c) In the event CONSULTANT falls behind the schedule outlined in this Agreement, no further progress payments will be made until CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved by COUNTY, or until all work has been completed

and accepted by COUNTY.

(d) Additional Services are those provided by CONSULTANT at the request of COUNTY, approved in advance by COUNTY, and not otherwise a requirement of this Agreement. Additional Services shall be paid as outlined in paragraph (e) below.

(e) CHANGES IN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION. If instructed to do so by the COUNTY, CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission, or negligence of CONSULTANT, CONSULTANT may be entitled to additional compensation as Additional Services. The additional compensation shall be computed by CONSULTANT on a revised fee quotation proposal and submitted to the REPRESENTATIVE for prior written approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by written amendment to this Agreement. In all disputes arising over the right to additional compensation, COUNTY shall reasonably determine whether substantial acceptable work has been done on documents such that changes, revisions, or preparation of additional documents result in additional compensation to CONSULTANT.

COUNTY reserves the right to change CONSULTANT's Scope of Services and CONSULTANT agrees to provide and perform such reasonable changes in services as are requested and authorized by written order by COUNTY and subject to any adjustment in compensation as set forth herein.

In the event COUNTY issues CONSULTANT a written order or directive to change the Scope of Services, and COUNTY and CONSULTANT do not arrive at a mutually acceptable change in the contractually established compensation and/or schedule at the time the written order or directive is issued, CONSULTANT shall proceed with the change in services and shall not use such lack of mutual acceptance as a basis or cause to stop

or otherwise delay the progress or completion of any of the services or work to be provided or performed by CONSULTANT pursuant to this Agreement. Any and all such changes in the Scope of Services which will result in a change in CONSULTANT's contractually established compensation or work schedule shall be confirmed by COUNTY's issuance of a written amendment to this Agreement.

(f) NO COMPENSATION FOR SERVICES REQUIRED DUE TO CONSULTANT'S ERRORS OR OMISSIONS. Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no professional services made necessary by any error, omission, or fault of CONSULTANT to provide or perform its duties, responsibilities, or obligations under this Agreement shall be compensated under this Agreement.

3. Exhibit A is amended by the addition of those additional services as described in Exhibit A, attached hereto.

4. The Purchasing and Contracts Manager is hereby authorized to execute this Amendment on behalf of the COUNTY.

5. 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.

[Balance left intentionally blank;

Attestations on page 5 of 5]

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

ATTEST:

HKS ARCHITECTS, INC.

_____
NUNZIO M. DESANTIS
Secretary

By: _____
H. RALPH HAWKINS
President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
RAY HOOPER, Purchasing and Contracts Manager

_____
Print Name

_____
Witness

Date: _____

_____
Print Name

As authorized by Section 8.153, Seminole County Administrative Code.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney
AEC/lpk
6/3/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\PS-0369 3am.doc

Attachment:
Exhibit A - Additional Scope of Services

HKS

May 11, 2009 *(Rev May 19, 2009)*

Mr. Frank Raymond, CGC
Director
Administrative Services Department
Seminole County
200 West County Home Road
Sanford, Florida 32773

Re: John E. Polk Correctional Facility Expansion
(PS – 0369 – 05 / DRR)
HKS # 10134.002

Dear Frank

HKS is pleased to provide this proposal for additional professional design services for the above referenced project. This proposal reflects the implementation of the new project scope and required changes for approximately 104 days of extended construction administration services which reflect the infill of the third floor for the housing building "Zone A" that was recently discussed at the OAC meetings.

Scope of Services

- Design modification's to reflect the infill of all trades for the third floor finish out.
- All required code infrastructure to accommodate the infill of the third floor.
- Research and implementation of recent code updates and any required changes.
- Provide for additional weekly Owner and Construction Manager group meetings during the 104 day extension.
- Provide one additional meeting which will specifically address pricing and GMP increase impact.
- Provide for additional plotting, printing and distribution.
- Provide revised drawings for Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Audio-Visual, and Security.
- Participate in plan review agency submittals and permitting for the new scope.
- Provide for implementation of new plan review agency comments.
- Provide for coordination of disciplines.
- Provide for expedited issue of the drawing package so as to allow un interrupted construction
- Provide for review of new project submittals.

HKS ARCHITECTS, INC. FL #AA-F000119 225 E. ROBINSON ST. SUITE 405 ORLANDO, FL 32801 407.648.9956 FAX 407.648.9976

Schedule

- Upon acceptance of this proposal and written authorization to proceed the modified drawing package for the new project will take 20 working days to complete and check.

Compensation

For the services specified above

- Services Fee Adjustment $224,349.00

- Basic services for the Construction Document Phase, Bidding / Negotiation Phase and Construction Contract Administration Phase will remain as identified in Section 1, (a), (7), (C), and (8) through (23) of our Architectural and Engineering Services Agreement.

General Provisions

- Related project expenses will be billed and reimbursed from an allowance as identified in the Architectural and Engineering Services Agreement dated 28 June, 2006. We will notify you if the expense allowance may be exceeded.
- All other terms and conditions shall be in accordance with the terms and conditions of the Architectural and Engineering Services Agreement dated 28, June, 2006.

If you are in agreement with this proposal, please sign both copies, retain one for your files and return the other to me. Once again, thank you very much for the opportunity to be of continued service to Seminole County.

Matthew T. Clear, AIA Date 5/19/09
Principal
HKS Architects, Inc.

Frank Raymond Date
Director
Administrative Services Department
Seminole County

Cc: Mr. Scott Werley
Mr. Pete Markham
Mr. Bill Stimson

2009-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Timothy Jecks	
06/03/09	
Analyst	Date
Budget Manager	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Administrative Services**
Fund: Jail Project/2005 Fund

PURPOSE: Budget Interest Income for use on third floor construction of the John E. Polk Correctional Facility.

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
32000.361100.010575		Interest on Investments	$ 280,900
32000.999997.599998		Reserve for Contingencies	$3,259,673
Total Sources			**$ 3,540,573**

Uses:

Account Number	Project #	Account Title	Amount
32000.010575.560650	00273501	Construction In Progress (Jail Expansion)	$ 3,540,573
Total Uses			**$ 3,540,573**

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:

By:

Maryanne Morse, Clerk to the
Board of County Commissioners

Bob Dallari,
Chairman

Date:

Date:

Entered by County Finance Department

Date: