SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA TUESDAY, OCTOBER 09, 2007 COUNTY SERVICES BUILDING BCC CHAMBERS - ROOM 1028 1101 EAST FIRST STREET SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Awards and Presentations

- 1. **Resolution** Proclaiming October 10th, 2007 as "Put the Brakes on Fatalities Day®" in Seminole County, "Drive As If Your Life Depends On It."
- 2. **Resolution** Proclaiming the month of October as "National Disability Awareness Month" in Seminole County.
- 3. **Resolution** Acknowledging the importance of diversity by proclaiming the month of October as "Cultural Diversity Awareness Month."
- 4. **Resolution** Proclaiming the month of October as "Domestic Violence Awareness Month."
- 5. **Presentation -** by Andrew Van Gaale and Irene Dolgner from the Seminole County Port Authority.
- 6. **Presentation** Glen Casel, Executive Director of CBC and Nancy Crawford, Executive Director of Kids House of Seminole, Inc. will present information on Children's Cabinet; a collaboration of several agencies that identify areas of need and available resources to serve children in Seminole County.

Consent Agenda

- County Manager's Consent Agenda (Items No. 7 33) County Manager Office
 - 7. Confirm appointment of Robert Allen Beach as the Business Innovation and Technology Services Director effective October 15, 2007. (Cynthia A. Coto)

Administrative Services Purchasing and Contracts

- 8. Approve Amendment #1 to PS-0147-05/BLH Master Agreement for SR 426 and Tuskawilla Road Intersection Improvements with Metric Engineering, Inc. to change the compensation of the Agreement to reflect the annual budget for this project adopted by the Public Works Department. (Ray Hooper)
- 9. Approve Amendment #2 for PS-0369-05/DRR Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion for an increase in scope of services and a Fixed Fee compensation total of \$2,687,807.00 and an increase to the project term, for a total of 34 months from the date of the Agreement with HKS Architects, Inc. (Ray Hooper)
- Approve Amendment #5 to RFP-4190-04/JVP Lease/Purchase of Computer Equipment with Pomeroy IT Solutions, Tampa, to amend the current lease contract to refinance the equipment being leased during the FY07/08 time frame for an additional twelve (12) months. (Ray Hooper)
- Award CC-2324-07/JVP in the amount of \$1,678,000.00 to Gibbs & Register, Inc. of Winter Garden, Florida for improvements to Wekiva Springs Road - Fox Valley Drive to Orange County Line. Work to include but not limited to intersection improvements, sidewalks, pedestrian bridges, and milling and resurfacing. (Ray Hooper)
- Award Master Agreement CC-2183-07/VFT SHIP Affordable Housing Construction/ Reconstruction to Vision IV Construction, Inc., Orlando, FL; Mailand Holdings LLP dba Maze Homes, Orlando, FL; Corinthian Builders, Inc., Sanford, FL; Sovanic, Inc. dba Manor Homes, Orlando, FL; and Unipark Construction Corporation, Orlando, FL (Estimated usage is \$3,500,000.00 per year). (Ray Hooper)
- Award Master Agreement CC-2184-07/VFT SHIP Affordable Housing Repair to Posey Builders Construction, Inc., Lake Monroe, FL; RLH Consulting & Management, Inc. dba R.L.H. Construction, Sanford, FL; Vision IV Construction, Inc., Orlando, FL; Unipark Construction Corporation, Casselberry, FL; and Corinthian Builders, Inc., Sanford, FL (Estimated usage is \$1,200,000.00 per year). (Ray Hooper)
- 14. Approve the negotiated rates and award PS-1903-07/BLH Master Agreement for Continuing Professional Services for Landscape Architecture and Irrigation Design Services to Miller Legg of Orlando, Florida and David Wickham and Associates, Inc. of Lake Mary, Florida (Estimated usage \$120,000.00 per year). (Ray Hooper)
- Approve the negotiated rates and award PS-2051-07/BHJ Continuing Professional Lake Management Services with Environmental Research and Design, Inc. of Orlando, FL (Estimated Usage Not To Exceed \$499,000.00 per year). (Ray Hooper)

Support Services

 Approve and authorize Chairman to execute Renewal to 25th Street (SR 46A) MVI Station Lease (Ahoy Marine). District 5 - Carey (Meloney Lung)

Business Innovation Technology Services Business Development

17. Approve and authorize the Chairman to execute a Resolution renaming Wynn Road in the Jamestown subdivision to Darlington Lane. District 1 - Dallari (Amy Curtis)

Community Services Community Assistance

18. Appoint Valarie Ford as a Target Area representative, and Workforce Central Florida as a Private Sector representative to serve on the Community Service Block Grant Advisory Board. (Kelly Metcalf)

Cooperative Extension

19. Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and the Florida Cooperative Extension Service, University of Florida Institute of Food and Agricultural Sciences to continue a collaborative working relationship. (Barbara Hughes)

Environmental Services Business Office

20. Approve release of the original Water and Sewer Maintenance Agreement with Letter of Credit #78531562 in the amount of \$5,099.00 for the project known as Magnolia Pointe. District 1 - Dallari (Bob Briggs)

Planning Engineering Inspections

21. Accept the Utility and Access Easement and Partial Abandonment and Termination of Easement located on the east side of Banana Lake Road south of CR 46A. District 5 - Carey (Hugh Sipes/Dennis Westrick)

Fiscal Services

Administration - Fiscal Services

22. Approve and authorize the Chairman to execute the EMS Trust Grant Application in acceptance of \$146,084 in grant funds from the Florida Department of Health. (Jennifer Bero)

Budget

- 23. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-93 through various funds reducing project budgets by \$307,826,313.00 in FY 2006/07 in order to reflect the carryforward of available project funds from FY 2006/07 to the FY 2007/08 Adopted Budget. (Lin Polk)
- 24. Approve and authorize the Chairman to execute a Resolution implementing Budget Change Request (BCR) #08-01 through the 2001 Infrastructure Sales Tax Fund in the amount of \$200,000.00 to move funding between two adjacent sidewalk projects. (Lin Polk)

Planning and Development Development Review

- 25. Authorize the release of the Devon Place aka Wilshire Townhomes Private Road Maintenance Bond #08813533 in the amount of \$114,656.59 for the Devon Place aka Wilshire Townhomes road improvements. District 4 - Henley (Tony Nelson)
- 26. Authorize the release of the Annebury aka Addison Place Pickering-Fuller Maintenance Bond for Streets, Curbs and Stormdrains, #022018415 in the amount of \$48,970.38 for the Annebury aka Addison Place Pickering-Fuller road improvements. District 2 - McLean (Tony Nelson)
- 27. Approve and authorize the Chairman to execute the minor plat for Hawthorne Acres located on the north side of Markham Road, west of Orange Blvd., at 6130 Markham Road, Sanford in Section 36, Township 19 S, Range 29 E (George Hawthorne, applicant). District 5 - Carey (Brian Walker)

Planning

28. Approve the request by the Lake Mary/Heathrow Festival of the Arts Committee, Applicant; for a 3-year Special Event Permit for an annual art festival to be held at 1120 - 1145 TownPark Avenue (Colonial TownPark) according to the following conditions: 1. The event shall adhere to the following schedule: November 3, 2007: 8am – 5pm, November 4, 2007: 10am – 5pm, October 31, 2008 - November 2, 2008: 8am - 10pm, November 6, 2009 - November 8, 2009: 8am - 10pm 2. The Lake Mary/Heathrow Festival of the Arts Committee shall bring an updated copy of the event's site plan to the Seminole County Planning Division for review no later than 45 days prior to the commencement of the event in 2008 and 2009. 3. Any substantial changes to the event or site plan, as deemed by the Planning Manager, shall require a new Special Event Permit. District 5 - Carey (Austin Watkins)

Public Safety

Emergency Management

29. Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Community College (SCC) and Seminole County for the use of Seminole Community College's Building J as a dependent care shelter. District 5 - Carey (Tad Stone)

Public Works Engineering

- 30. Adopt Resolution and authorize the Chairman to execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation subordinating certain utility easement rights now owned by Seminole County. District 2 McLean (Jerry McCollum)
- 31. Approve and authorize the Chairman to execute a Joint Facilitation of Public Infrastructure Agreement with Shoemaker Construction Co., Inc., in conjunction with the County Road 46A, Phase III, (Capital Improvement Project #00011401) Road Improvement Project. District 5 - Carey (Jerry McCollum)
- 32. Approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 109 on the State Road 436 and Red Bug Lake Road Interchange Project and authorize the issuance of two checks; one made payable to Bank of America in the amount of \$62,795.64 for the existing mortgage and a second check made payable to Willie Troupe in the amount of \$244,581.16 for the remainder (final agreement is \$307,376.80). Approve the issuance of a check for a not-to-exceed amount of \$14,000.00 to Willie Troupe for residential relocation expenses related to this purchase. Approve the issuance of a check for a not-to-exceed amount of \$10,000.00 to Broad and Cassel for attorney's fees related to this purchase. District 1 - Dallari, District 2 - McLean, District 4 - Henley (Jerry McCollum)

Roads-Stormwater

33. Approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County and the seven cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) for a Countywide Mosquito Control Program. (Edward Horvath)

County Attorney's Consent Agenda (Items No. 34 - 34) County Attorney's Office Litigation

34. **King Property** - Approve the proposed mediated settlement relating to Parcel Numbers 225/725/825 on the East Lake Mary Boulevard Phase IIB project. This proposed mediated settlement at \$138,077.44 includes land value, severance damage, statutory interest, statutory attorney's fees, experts' fees and cost reimbursements. Judge Galluzzo. District 5 - Carey (Bob McMillan)

• Constitutional Officers Consent Agenda (Items No. 35 - 35) Clerk's Office (Maryanne Morse, Clerk of the Court)

35. Approval of Expenditure Lists dated September 4, 10 & 17, 2007; and Payroll Approval Lists dated September 6, 2007; Approval of BCC Official Minutes dated September 11 & 12, 2007. (Dave Godwin)

Regular Agenda

- 36. _
 - Bond Counsel Legal Services Review and select a firm to provide the County with Bond Counsel Services in accordance with RFP-600233-07/TLR – Bond Counsel Legal Services. (Ray Hooper)
- 37. Protest Hearing/Employee Benefits To accept or reject the original contract award of RFP-600209-07/BJC; Employee Benefits to Professional Insurance Company (PIC) for both Voluntary Cancer and Short Term Disability Insurance. Based upon a protest filed on 9/17/07 on behalf of KMG America Corp.Inc., the Board can uphold the current award decision to Professional Insurance Company (PIC) or revoke the contract award to PIC and award to KMG America Corp. Inc. based upon the results of this hearing. (Ray Hooper)

County Manager's Briefing

- 38. Prescription Drug Card Program Staff is seeking direction from the Board regarding participation in the National Association of Counties (NACo) Prescription Drug Discount Card Program offered to member counties, to benefit those counties citizens who may be under or uninsured. (Cynthia A. Coto)
- 39. **2008 State Legislative Program** Staff is seeking Board direction confirming the legislative priorities for the 2008 State Legislative Program. (Cynthia A. Coto)
- Recess BCC Meeting until 1:30 P.M.
- Reconvene BCC Meeting at 1:30 P.M.
- Public Hearing Agenda
- Accept Proof of Publication
- Chairman's Statement of Public Hearing Rules and Procedures

Public Hearings

- 40. **Small Scale Land Use Amendment and Rezone** from PUB (Public) and SE (Suburban Estates) to OFF (Office) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.61 ± acres located at the southeast corner of the intersection of Banana Lake Road and CR 46A (Bright Horizons Daycare / Robert Rossi, applicant). District 5 Carey (Austin Watkins)
- 41. **Rezone** from RP (Residential Professional) to RP (Residential Professional) on 0.47+/- acres, located on the corner of State Road 436 and Avery Lane (Mostafa Howeedy, applicant). District 3 Van Der Weide (Herman Wright)
 - Chairman's Report
 - District Commissioner's Report 4, 5, 1, 2 and 3
 - Committee Report
 - County Manager's Report
 - County Attorney's Report
 - Items For Future Agenda Commission, Staff or Citizens

Adjourn BCC Meeting

BCC Agenda October 09, 2007 Page 7

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

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

RESOLUTION

THE BOARD OF COUNTY COMMISSIONERS ADOPTED THE FOLLOWING RESOLUTION AT THEIR REGULAR MEETING ON THE 9th DAY OF OCTOBER, A.D., 2007.

WHEREAS, October 10, 2007, has been declared "Put the Brakes On Fatalities Day®" by the National Society of Professional Engineers, joined by Federal, State and local agencies, private corporations and organizations working to reduce fatalities and address the need for improvements to our roadways, vehicles and basic driver behavior; and

WHEREAS, traffic crashes in Seminole County caused 37 fatalities in 2006; and

WHEREAS, traffic crashes cause about 43,000 fatalities each year and are the leading cause of death for people ages 6 to 33; and over half of passenger vehicle occupants killed died unbuckled; and

WHEREAS, safer driving behaviors such as the use of seat belts, not drinking and driving, obeying traffic laws and use of protective traffic safety equipment such as helmets would dramatically reduce the number of traffic-related injuries and deaths, and will enhance people's ability to protect themselves and their families from preventable and tragic permanent injuries and deaths; and

WHEREAS, the continued use of cost-effective roadway safety improvements such as all-weather signing and markings, traffic signals, skid resistant pavements, and removal of roadside hazards greatly reduce the number of traffic crashes.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, does hereby proclaim October 10, 2007, as PUT THE BRAKES ON FATALITIES DAY® in Seminole County, with the theme, "Drive As If Your Life Depends On It", and calls upon everyone to help save lives by spreading these important messages throughout Seminole County, Florida. The Seminole County Community Traffic Safety Team will be promoting driver safety on this day with various traffic safety-related activities including enforcement activities in cooperation with neighboring counties, and the Statewide Community Traffic Safety Team Coalition.

ADOPTED this 9th day of October, A.D., 2007

ATTEST:

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Resolution No. 2007-R-____

RESOLUTION

THE BOARD OF COUNTY COMMISSIONERS ADOPTED THE FOLLOWING RESOLUTION AT THEIR REGULAR MEETING ON THE 9th DAY OF OCTOBER, A.D., 2007.

WHEREAS, the Disability Advisory Council wishes to enhance awareness throughout Seminole County for individuals with disabilities, while supporting efforts to eliminate barriers to access and to workforce entry; and

WHEREAS, the vision of the Disability Advisory Council is a community where individuals with disabilities empowered with choice, dignity, personal preferences, independence, and individual strengths are acknowledged and valued; and

WHEREAS, structural and attitudinal barriers that continue to exclude persons with disabilities from access, employment, and natural environments are still present; and

WHEREAS, the Seminole County Disability Advisory Council requests that Seminole County take part in National Disability Awareness Month for the month of ctober.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Board of County Commissioners of Seminole County, Florida, do hereby proclaim the month of October, 2007, to be "National Disability Awareness Month" in Seminole County.

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court of Seminole County, Florida.

ADOPTED this 9th day of October, A.D., 2007.

ATTEST:

Maryanne Morse, Clerk to the Board of County Commissioners in and for the County of Seminole, Florida Carlton D. Henley, Chairman Board of County Commissioners

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Resolution No. 07-R-_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 9TH DAY OF OCTOBER, A.D., 2007.

WHEREAS, Seminole County is very attentive to its responsibility to foster an appreciation of cultural diversity; and

WHEREAS, in order to understand and fulfill Seminole County's customers' needs, it is essential to recognize and appreciate the different cultures, customs, and communities active within Seminole County; and

WHEREAS, Seminole County aspires to foster an involved and supportive work force that incorporates and serves all of the citizens of the County; and

WHEREAS, the most excellent ideas come from teams of people with varied backgrounds, experiences, and perspectives; and

WHEREAS, Seminole County is committed to creating a work environment that enables and encourages each individual to maximize their contributions to our diverse workforce; and

WHEREAS, diversity contributions are a positive means to improve the quality of life and enhance impartiality for all citizens; and

WHEREAS, when there is diversity and inclusion, there also exists the innovation and creativity necessary to meet all present diversity protocols and move into the future with the proper posture to continue to make Seminole County a great place to live, work, and play.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida wishes to acknowledge the importance of diversity by proclaiming October as

CULTURAL DIVERSITY AWARENESS MONTH

ADOPTED this 9th day of October, A.D., 2007.

ATTEST:

Maryanne Morse, Clerk of the Board of County Commissioners in and for the County of Seminole, State of Florida Carlton D. Henley, Chairman Board of County Commissioners

Resolution No. 2007-R

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 9TH DAY OF OCTOBER, 2007

WHEREAS, domestic violence is a major public concern for our State and Nation and is now the single largest cause of injury to women; and

WHEREAS, all persons have a basic right to feel safe from harm, especially in their homes, yet hundreds of cases of domestic violence were reported in Seminole County last year; and

WHEREAS, domestic violence affects people of all age, race, socioeconomic, education, religious and occupational segments of our society, especially the children; and

WHEREAS, children from violent homes are physically abused or seriously neglected at a rate much higher than the national average and have higher risks of alcohol and drug abuse, juvenile delinquency, cognitive and development problems as well as fear, anxiety and guilt; and

WHEREAS, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effect on the communities, schools, and workplaces of our nation; and

WHEREAS, perpetrators of domestic violence must be held accountable for their crimes which violate an individual's privacy, dignity, security, and humanity; and

WHEREAS, domestic violence represents a pattern of assault and coercive behavior that will escalate in frequency and severity if intervention does not occur; and

WHEREAS, public awareness and education about domestic violence are needed as well as uniform efforts on the part of government, health professionals, law enforcement, religious organizations, educators, and community associations to address domestic violence through prevention, intervention, and treatment for victims and perpetrators; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity to mourn those who have died because of abuse, celebrate those who have survived, and recognize the compassion and dedication of volunteers and professionals who work tirelessly to end the violence.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, hereby proclaim the month of October 2007 as Domestic Violence Awareness Month in Seminole County and urge our citizens to recognize and support efforts to bring about an end to this insidious problem within our community.

ADOPTED this 9th day of October, 2007

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ATTEST:

Maryanne Morse, Clerk to the Board of County Commissioners in and for the County of Seminole, State of Florida Carlton D. Henley, Chairman Board of County Commissioners

Item No. 5

PRESENTATION

Seminole County Port Authority

Presented by:

Andrew Van Gaale, Seminole County Port Authority Irene Dolgner, Seminole County Port Authority

Item No. 6

PRESENTATION

Children's Cabinet – A collaboration of several agencies that identify areas of need and available resources to serve children in Seminole County

Presented by:

Glen Casel, Executive Director, Community Based Care Nancy Crawford, Executive Director, Kids house of Seminole, Inc.

Item #7

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Confirm Apppointment of Business Innovation and Technology Services Director

DEPARTMENT: <u>County Manager Office</u> **DIVISION:**

| AUTHORIZED BY: | CONTACT: Janet Davis | EXT : <u>7940</u> |
|----------------|----------------------|--------------------------|
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MOTION/RECOMMENDATION:

Confirm appointment of Robert Allen Beach as the Business Innovation and Technology Services Director effective October 15, 2007.

County-wide

Cynthia A. Coto

BACKGROUND:

In accordance with Section 2.3B(1) of the Seminole County Charter, this is a request for the Board of County Commissioners to confirm the apppointment of Robert Allen Beach as the Business Innovation and Technology Services (BITS) Director at an annual salary of \$101,244.

Mr. Beach's resume is attached for the Board's review.

STAFF RECOMMENDATION:

Staff recommends that the Board confirm the appointment of Robert Allen Beach as the Business Innovation and Technology Services Director effective October 15, 2007.

ATTACHMENTS:

1. Resume

Additionally Reviewed By: No additional reviews

ROBERT ALLEN BEACH

3597 Deer Oak Circle Oviedo, Florida 32766

SUMMARY

A highly motivated and accomplished information technology executive with over fourteen years experience; a leader who is results-oriented, driven by professionalism, innovation and teamwork. A creative problem solver who has demonstrated over time the ability to identify problems, develop solutions, and lead teams to achieve the desired result. A genuine leader that can effectively communicate with both technical and non-technical personnel to ensure the goals set forth by both the organization and customer are achieved.

PROFESSIONAL EXPERIENCE

2004-Present

CITY OF OVIEDO, Oviedo, FL

Director of Information Technology, 2004-Present Responsible for providing visionary leadership and management of the City's Information Technology Department. Established organization-wide computing standards and introduced new cutting-edge technologies to Oviedo's computing, telecom, and support infrastructure. Recruited highly skilled personnel to support the day-to-day WAN/LAN, desktop, i-Series, and telecom environments and developed ongoing user training programs to educate City staff on how to best leverage the systems available to them.

- Successfully restructured existing IT staff and recruited highly-qualified individuals from private industry to form a strong and cohesive technology team.
- Outsourced City's i-Series operation to an Application Service Provider (SunGard HTE) saving the City approximately \$55,000 per year.
- Conducted citywide customer satisfaction surveys to measure effectiveness of new technology policies and procedures.
- Identified the need and managed the migration to an IP based phone system saving the City approximately \$5000 per month while providing both citizens and employees more efficient communication tools.
- Introduced the City to many new technologies and successfully implemented: enterprise document imaging system (Questys Solutions), enterprise e-mail archival and retrieval systems (GFI), digital video recordings, live webcast and television broadcast of council meetings, enterprise time & attendance systems for all City departments (Kronos), web based eGov applications (building permits, utility bill payment, occupational license, etc.), and wireless mobile computing applications for building inspectors and public works crews.
- Implemented high speed wireless connectivity in all Police squad cars and migrated to county's CAD and records management systems to allow sharing of critical police data across agencies.
- Eliminated slow frame relay based WAN connections and worked with county IT department to construct fiber optic networks to connect remote offices. This resulted in a dramatic increase in bandwidth and cost savings of over \$4500 per month.
- Empowered technology staff to make decisions, resulting in a more efficient support environment with less downtime and more user confidence in the IT staff.
- Implemented network based helpdesk application allowing users to troubleshoot their own issues
 or open a support ticket with technical staff.
- Developed an aggressive budget strategy to see that technology needs citywide were met while maintaining fiscal responsibility to the taxpayers.
- Currently working on a GIS Strategic Implementation Plan to deliver world class GIS capabilities to the City's Staff and Citizens. GIS plan will include a roadmap to the future, very detailed cost calculations and the steps that need to be taken each year to ensure a successful implementation.
- Transformed City's network from approximately 25 users to 300+ in a one year period.

TRUST INTERNATIONAL, Winter Park, FL

Cendant Corporation acquired Trust International in 2002.

Manager, Information Systems, 1993-2004

Responsible for the day-to-day operation and management of several convergent information networks and staff. Duties included planning and management of strategic projects, ensuring successful implementations of new software applications with minimal downtime, management of a technical support helpdesk, and all other administrative functions related to the Information Systems department. In addition to working directly with the Information Systems staff, this position required work with both internal and external clients.

- Created a self-sustaining technical helpdesk for external clients that resulted in a no-cost solution for the company.
- Developed and managed successful migration of all helpdesk functions to a paid service thereby eliminating recurring annual helpdesk losses.
- Aggressively managed a million dollar plus annual budget to ensure that all budgetary forecasts were met or exceeded, consistently delivering an under budget year-end balance sheet.
- Identified areas that would benefit from database technology and led a team in developing userfriendly databases to reduce overall cost and overhead.
- Spearheaded the effort to migrate the existing Novell NetWare network to Microsoft Windows 2000 to comply with set corporate standards.
- Met on a weekly basis with other management team members to discuss current issues, identify possible future problems, and create a viable solution to ensure that all problems were resolved effectively.
- Initiated weekly conference calls with the company headquarters in Frankfurt, Germany to keep informed of ongoing business and technological developments. This enabled the department to become more proactive and helped ensure high client service levels.

CERTIFICATIONS, AWARDS AND RECOGNITION

Certified Chief Information Officer. The Florida Institute of Government at Florida State University. This rigorous program is administered by The John Scott Daly Institute of Government at The Florida State University and required that its participants demonstrate excellence in local government technology management. Having graduated in the inaugural class, I am currently involved in this program by mentoring and developing future generations of technology leaders in the State of Florida.

District Director, Central East Region. Florida Local Government Information Systems Association. Elected by membership to Board of Directors for a two year term. The Central East District includes all governmental jurisdictions within Seminole, Orange, Osceola, Lake, Polk, Flagler, Volusia, Brevard, and Indian River Counties.

Partners in Excellence Award. Lanier Corporation. This award recognizes corporations and organizations whose standards of conduct, professionalism, and use of technology enables employees and its member institutions to provide the highest levels of service and care. As a recipient of the Partners in Excellence Award, Oviedo joined an elite group of companies such as Siemens/Westinghouse, Hughes Supply, Scholastic and NASA, who have all had the distinction of being selected for this honor. This year's other recipients were Geico Direct, The Care Group, the University of California Berkley, and BNSF Railway.

EDUCATION

B.S. Degree, Business Administration, University of Central Florida, Orlando, Florida Associate in Arts Degree, Valencia Community College, Orlando, Florida

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Item #8

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Amendment #1 to PS-0147-05/BLH - Master Agreement for SR 426 and</u> <u>Tuskawilla Road Intersection Improvements Professional Service with Metric Engineering, Inc.</u>

| DEPARTMENT: Administrative Services | DIVISION: Purchasing and C | <u>ontracts</u> |
|-------------------------------------|----------------------------|-------------------------|
| AUTHORIZED BY: Frank Raymond | CONTACT: Bob Hunter | EXT: <u>7119</u> |

MOTION/RECOMMENDATION:

Approve Amendment #1 to PS-0147-05/BLH - Master Agreement for SR 426 and Tuskawilla Road Intersection Improvements with Metric Engineering, Inc. to change the compensation of the Agreement to reflect the annual budget for this project adopted by the Public Works Department.

County-wide

Ray Hooper

BACKGROUND:

PS-0147-05/BLH provides for professional engineering services to improve the traffic operations at the intersection of SR 426 and Tuskawilla Road, and associated improvements on SR 426 from Tuskawilla Road to SR 417. The original Master Agreement approved by the Board on December 20, 2005, provided for a single Consultant and a Not-To-Exceed amount of \$175,000.00 for the project. On February 13, 2006, Work Order #1 for preliminary engineering on this project was executed in the amount of \$83,123.87.

Since the issuance of Work Order #1 for Phase 1 of the project, there have been significant changes to the scope that have increased the required final design costs. These scope changes include widening the westbound portion of SR 426 in addition to the eastbound portion, making on-ramp and off-ramp improvements in coordination with FDOT Turnpike, adding additional turn lanes for approved and proposed developments and adding a second right turn lane on Tuskawilla Rd as requested by Traffic Engineering. In addition, the project now requires extensive coordination between the County and FDOT District 5 and FDOT Turnpike which in turn requires additional effort by the Consultant, Metric Engineering, Inc. Staff has also determined that an expansion of services to include post design services during design and consideration for relocation of a water line now impacted by these changes would be beneficial to the successful completion of the project.

As part of the mid-year adjustments during Fiscal Year 06/07, the Public Works Department moved funds in the amount of \$169,511.00 into the design account for the project, providing a total budgeted amount of \$321,387.00 in Engineering - Construction & Design Account #077541.560680; SR426/Tuskawilla to SR 417 sub-ledger #00191646. Public Works staff is also in negotiations with the Consultant on Work Order #2 for Phase 2 of the project, and have estimated the cost for the additional design services to be approximately \$300,000.00.

In order to meet the additional requirements for the project, staff has revised the estimated value of the work to be \$500,000.00 for the project, and through multiple Work

Orders this estimated value will be subject to adopted annual budgets.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to PS-0147-05/BLH - Master Agreement for SR 426 and Tuskawilla Road Intersection Improvements with Metric Engineering, Inc. to change the compensation of the Agreement to reflect the annual budget for this project adopted by the Public Works Department.

ATTACHMENTS:

- 1. PS-0147-05_BLH Amendment 1 with Metric Engineering
- 2. PS-0147-05_BLH Awarded to Metric Engineering, Inc

Additionally Reviewed By:

County Attorney Review (Ann Colby)

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT S.R. 426 AND TUSKAWILLA ROAD INTERSECTION IMPROVEMENTS (PS-0147-05/BLH)

THIS FIRST AMENDMENT is made and entered into this _____ day of ______, 20____ and is to that certain Agreement made and entered into on February 2, 2006 between METRIC ENGINEERING, INC., whose address is 2269 Lee Road, Winter Park, Florida 32789, 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".

WITNESSETH:

WHEREAS, CONSULTANT and COUNTY entered into the above-referenced Agreement on February 2, 2006, for consultant services regarding S.R. 426 and Tuskawilla Road intersection improvements; 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 23 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 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on a "Time Basis Method." CONSULTANT shall be compensated in accordance with the rate scheduled attached as Exhibit "C". The total annual amount of compensation paid to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for consultant services for S.R. 426 and Tuskawilla Road intersection improvements.

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.

METRIC ENGINEERING, INC.

By:_____ WILLIAM V. ANDERSON Vice-President

Date:_____

Secretary

ATTEST:

(CORPORATE SEAL)

i

ATTEST:

BOARD OF COUNTY COMMISSIONERS

By:___

CARLTON HENLEY, Chairman

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.

Date:_____

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

County Attorney

AEC:jjr 9/19/07 P:\Users\jroyal\Purchasing 2007\Agreements\PS-0147-05-1st Amd.doc

> PS-0147-05/BLH Metric Engineering, Inc. Page 2 of 2

CONSULTANT SERVICES AGREEMENT (PS-0147-05/BLH)BY CULL S.R. 426 AND TUSKAWILLA ROAD INTERSECTION IMPROVEMENTS DEPUTY CLERK

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

THIS AGREEMENT is made and entered into this _2_ day of <u>July</u>, 20<u>06</u>, by and between METRIC ENGINEERING, INC., duly authorized to conduct business in the State of Florida, whose address is 2269 Lee Road, Winter Park, Florida 32789, hereinafter called the "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 called the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide professional services with regard to the S.R. 426 and Tuskawilla Rod Intersection improvements in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the CONSULTANT is competent and qualified to furnish professional services to the 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, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT 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. This Agreement standing alone does not authorize the performance of any work or require

the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years and, at the sole option of COUNTY, 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 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.

AUTHORIZATION FOR SERVICES. Authorization for per-SECTION 3. formance of professional 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. A sample Work Order is attached Each Work Order shall describe the services hereto as Exhibit "B". required, state the dates for commencement and completion of work and The Work Orders will be establish the amount and method of payment. issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work

Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on a "Time Basis Method". CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". The total amount of compensation paid to the CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00).

SECTION 6. REIMBURSABLE EXPENSES. 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 "Notto-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the Project.

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. The CONSULTANT shall perform all work required by the Work

Order but, in no event, shall the CONSULTANT 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, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT 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. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said 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 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," the CONSULTANT 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.

(e) For Work Orders issued on a "Time Basis Method" with a Notto-Exceed amount, the CONSULTANT 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.

(f) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the

CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(g) Payments shall be made by the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Public Works Department 520 W. Lake Mary Boulevard, Suite 200 Sanford, Florida 32773

(h) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONSULTANT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable

to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT 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 the CONSULTANT. 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 the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences 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 the CONSULTANT'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 the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The CONSULTANT 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 the CONSULTANT under this Agreement. The CONSULTANT 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 the 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 the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONSULTANT'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 the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the

failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the 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 the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT 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, the CONSULTANT 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 the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT 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 the COUNTY in either it's 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 the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the 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 the 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. The CONSULTANT 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. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 the CONSULTANT, 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, the 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) The CONSULTANT 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 the COUNTY.

(b) The CONSULTANT 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 CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the 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 the CONSULTANT, 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, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the 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 the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section.

The CONSULTANT shall furnish the COUNTY with a Certifi-(1)cate 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). 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 the cancellation or restriction of coverage. Until such time as insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT 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 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, the CONSULTANT 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 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 the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

(c) <u>SPECIFICATIONS</u>. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT 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) The CONSULTANT'S insurance shall cover the CONSULTANT 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. The CONSULTANT 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 the CONSULTANT 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) The CONSULTANT'S insurance shall cover the CONSULTANT 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.

The minimum limits to be maintained by the (B) CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

| | | LIMIT | rs | | |
|---------|-----------|-------|----|----------------|--|
| General | Aggregate | | | Times rence | |
| | | | | | |

\$1,000,000.00

Limit

Personal & Advertising Injury Limit

\$1,000,000.00 Each Occurrence Limit

The CONSULTANT shall Professional Liability Insurance. (3)carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

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

OCCURRENCE BASIS. The Workers' Compensation Policy and the (e) 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 either be on an occurrence basis, or, 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.

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

SECTION 20. 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONSULTANT 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 the COUNTY protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest 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 THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT 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 the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the 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 the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT 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 the CONSULTANT in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT 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. CONSULTANT 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, the CONSULTANT 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 the CONSULTANT.

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, with return receipt requested, addressed to the party for whom it is intended at the place last specified and 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 520 W. Lake Mary Blvd., Ste 200 Sanford, FL 32773

For CONSULTANT:

Metric Engineering, Inc. 2269 Lee Rd. Winter Park, FL 32789

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the 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 the COUNTY.

Date:

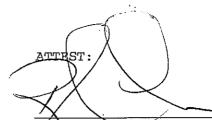
ATTEST:

Secretary

(CORPORATE SEAL)

METRIC ENGINEERING, INC.

llem V. Condern By WITLITAM V. ANDERSON Vice-President - 0 Ę



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

For use and reliance of Seminole County only.

Approved as to form and legal sufficiency///

County Attorney

country Accorney

AC/lpk 11/9/05 11/29/05 ps-0147

3 Attachments: Exhibit "A" - Scope of Services Exhibit "B" - Sample Work Order Exhibit "C" - Rate Schedule BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: CARLTON HENLEY, Chairman,

2-2-06 Date:___

As authorized for execution by the Board of County Commissioners at their <u>Dec. 20</u>, 20<u>06</u> regular meeting.

STATE ROAD 426 AND TUSKAWILLA ROAD INTERSECTION IMPROVEMENTS

OBJECTIVE:

The purpose of this project is to improve the traffic operations at the intersection of SR 426 and Tuskawilla Road, and the associated improvements on SR 426 from Tuskawilla Road to SR 417.

The COUNTY completed a Benefit-Cost Analysis for this intersection in July 2005, as attached in this Request for Proposal. That analysis determines that the potential improvements as identified in the report would produce significant benefits to the motoring public. It further recommends that this project should move forward with the design. In this contract, the CONSULTANT shall complete a Preliminary Engineering Study with final recommendations using the information in the attached report, and provide final design of the recommended improvements.

SCOPE OF SERVICES:

This project will include the following three phases:

Phase 1 - Preliminary Engineering

- Phase 2 Final Design and Environmental Permitting
- Phase 3 Post Design Services

All work for this project should be within the existing ROW. The general scope for each phase of the project is outlined as follows:

Phase 1 - Preliminary Engineering

The CONSULTANT shall provide all necessary professional services to conduct a Preliminary Engineering Study and prepare a Technical Memorandum documenting the study results and final recommendations for the intersection of SR 426 and Tuskawilla Road.

The CONSULTANT shall use the information contained in the Benefit-Cost Analysis and provide further in-depth study tasks to evaluate the effectiveness of the proposed improvements. The CONSULTANT shall coordinate with and obtain approval from the Florida Department of Transportation and Florida's Turnpike Enterprise of proposed improvements to this transportation facility.

The COUNTY expects to receive sufficient information and data, with appropriate professional recommendations, to pursue project design, environmental permitting, public advertisement and subsequent construction of this project based on this study.

Phase 2 - Final Design and Environmental Permitting

The CONSULTANT shall provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, and bid documents, for the recommended improvements to the intersection of SR 426 and Tuskawilla Road, as shown in the Preliminary Engineering Technical Memorandum.

Phase 3 - Post Design Services

The CONSULTANT shall provide post design services in connection with the design and construction of the improvements to the intersection of SR 426 and Tuskawilla Road.

The COUNTY will issue work orders on an as needed basis. These services may include plan updates during construction, permit updates, shop drawing reviews, survey update, and any other services as requested by the COUNTY to successfully complete construction.

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| Board of County Commissioners SEMINOLE COUNTY, FLORID | A Work Order Number: |
|--|---|
| Master Agreement No: Contract Title: Project Title: | Dated: |
| 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 |
| TIME FOR COMPLETION: | |
| | |
| Work Order Amount: | |
| | |
| IN WITNESS WHEREOF, the parties hereto have mad | e and executed this Work Order on this day of |
| , 20, for the purposes stated he | - |
| , zo, tor the purposes stated no | CTHIS SECTION TO BE COMPLETED BY THE COUNTY |
| | CTHIS SECTION TO BE COMPLETED BY THE COUNTY |
| ATTEST: | CTHIS SECTION TO BE COMPLETED BY THE COUNTY |
| | · · · · · · · · · · · · · · · · · · · |
| | By:,President |
| ATTEST: , Secretary | By:,President |
| ATTEST: | By:,President Date: |
| ATTEST: , Secretary | By:,President |
| ATTEST: , Secretary (CORPORATE SEAL) | By:,President Date: BOARD OF COUNTY COMMISSIONERS |
| ATTEST: , Secretary | By:,President Date: BOARD OF COUNTY COMMISSIONERS |
| ATTEST: , Secretary (CORPORATE SEAL) <u>VITNESSES:</u> | By:,President Date: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| ATTEST: , Secretary (CORPORATE SEAL) <u>VITNESSES:</u> | By:,President Date: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Peter W. Maley, Contracts Supervisor |
| ATTEST: , Secretary (CORPORATE SEAL) | By:,President Date: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| ATTEST: , Secretary (CORPORATE SEAL) <u>VITNESSES:</u> Seminole County Contracts Analyst, print name) | By:,President Date: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Peter W. Maley, Contracts Supervisor Date: As authorized by Section 330.3, Seminole |
| ATTEST: , Secretary (CORPORATE SEAL) <u>WITNESSES:</u> | By:,President Date: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Peter W. Maley, Contracts Supervisor Date: |
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| ATTEST: , Secretary (CORPORATE SEAL) <u>VITNESSES:</u> Seminole County Contracts Analyst, print name) | By:,President Date: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA By: Peter W. Maley, Contracts Supervisor Date: As authorized by Section 330.3, Seminole |

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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 payment 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. 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.
 - (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.
- 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.

Work Order - Contracts, Rev 2 11/10/03

Page 2 of 2

EXHIBIT C

METRIC ENGINNERING, INC.

Average Wage Rates (July, 2005) ACTUAL Wage Rates

| Position | Rate | · · | Current Rate | Average Wage Rate* | |
|------------------------|-------|---------|-----------------|--------------------------|------------|
| Project Manager | · . | · . | | | |
| Joseph A. Yarid | 50.00 | 0.800 | 40.00 | | |
| William V. Anderson | 55.80 | 0.200 | 11.16 | | |
| | | 1.000 | ,51.16 | , 51.93 | |
| Senior Engineer | | | A . | x | |
| Hamze Samara | 44.35 | 0.500 | 22.18 | | |
| Brian Fuller, | 44.35 | 0.500 | 22.18 | | |
| , , , | | 1.000 | 44.35 | 45.02 | |
| Engineer | | | | | |
| Joseph Simmons | 35.90 | 0.750 | 26.93 | | • |
| Chandra Raman | 33.65 | 0.250 | 8.41 | | |
| | | 1.000 | 35.34 | 35.87 | |
| Senior Designer | | | | | |
| Robert Trott | 25.35 | 0.800 | 20.28 | | |
| Pamela Riley | 31.10 | 0.200 | 6.22 | | |
| | | 1.000 | 26.50 | 26.90 | |
| | • | , î | · , † | Ŧ | |
| Designer | | | | | |
| Harold McKnight | 22.80 | 0.500 | 11.40 | | - . |
| Brent Gillette | 24.04 | 0.500 | 12.02 | | |
| | | 1.000 | ' 23.42 ' | . 23.77 | |
| | | | | | |
| Engineering Technician | | | | | |
| Ivannia Bok | 20.20 | 0.350 | 7.07 | • . | |
| Brian Derais | 22.95 | 0.350 | 8.03 | | |
| Christian Bercea | 16.00 | 0.300 | 4.80 | | |
| | | 1.000 / | 19.90 | 20.20 · | |
| Clerical | | | | | • |
| Theresa Carter | 25.00 | 0.200 | 5.00 | | |
| Tina Hamilton | 16.00 | 0.800 | 12.80 | | |
| · · · · | | 1.000 | 17.80 | 18.07 | |

* Metric Engineering, Inc. provides raises effective July 1st of each year. The above average wage rates include a 1.5% increase over the anticipated 12-month project beginning January 2006.

METRIC ENGINEERING, INC. 2005 RATE CALCULATIONS

PS-0147-05/BLH

Preliminary Engineering and Final Design for SR 426 and Tuskawilla Road Intersection Improvements Seminole County

| Desition / Employee | Hourly Rate | Multinlion | Billing | |
|------------------------|----------------|------------|----------|---------|
| Position / Employee | <u></u> | Multiplier | Rate | |
| Project Manager | 51.93 | 2.8540 | - 148.20 | |
| Senior Engineer | 45.02 | 2.8540 | 128.47 | |
| Engineer | 35.87 | 2.8540 | 102.37 | |
| Senior Designer | 26.90 | 2.8540 | 76.77 | |
| Designer | 23.77 | 2.8540 | 67.84 | |
| Engineering Technician | 20.20 | 2.8540 | 57.65 | |
| Clerical | 18.07 | 2,8540 | 51.56 | / ` |
| · • • | | • | 3 | |

Note : Our current fringe and overhead multiplier is 1.5712 per the attached audit resulting in a multiplier of 2.8540 that includes an 11% profit.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Amendment #2 for PS-0369-05/DRR - Architectural and Engineering Services for</u> the John E. Polk Correctional Facility Expansion

| DEPARTMENT: Administrative Services | DIVISION: Purchasing and Contracts | | |
|-------------------------------------|------------------------------------|--------------------------|--|
| AUTHORIZED BY: Frank Raymond | CONTACT: Bob Hunter | EXT : <u>7119</u> | |

MOTION/RECOMMENDATION:

Approve Amendment #2 for PS-0369-05/DRR Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion for an increase in scope of services and a Fixed Fee compensation total of \$2,687,807.00 and an increase to the project term, for a total of 34 months from the date of the Agreement with HKS Architects, Inc.

County-wide

Ray Hooper

BACKGROUND:

PS-0369-05/DRR provides Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion.

In December 2006, the schematic design phase for the project was estimated by the Construction Manager at Risk, Skanska/Wharton-Smith, and estimating consultant, CMI, for HKS Architects, Inc. These estimates ranged from \$33 million for dormitory space, intake/release and support facilities to \$44 million for a complete build out with kitchen, laundry, medical, and administrative space. The project was scaled back to stay within the allotted \$28 million for construction of 432 beds and intake/release. Support functions such as food, laundry, medical, and administrative space were left for future phases or additional funding to the project.

In March 2007, a presentation was made to Cindy Coto, County Manager; Don Fisher, Deputy County Manager; and Steve Howard, Director of Administrative Services. This presentation confirmed that the construction cost for the project could not exceed \$28 million, and that support functions would not be initiated at this time. This confirmation occurred concurrently with the announcement of the property tax rollback.

In May 2007, the Sheriff's staff determined that a 432 new bed facility could not be operated effectively without the additional support facilities. Staff investigated several options, and determined the best option to be the addition of 288 beds, a reduction in the size of a new intake/release facility, the re-model of the existing kitchen and laundry space to accommodate the additional 288 beds, limited re-modeling of the administrative space, and to designate other existing space for future use, such as medical services. The backup documentation includes the proposal from HKS Architects, Inc. for additional design services and a copy of the Meeting Report for the Design Development Re-Design.

The additional design services proposal received from HKS Architects, Inc. for the design development re-design was initially for \$403,350.00, but staff was able to successfully negotiate this amount downward to \$187,807.00. This re-design also requires the addition of two months to the Agreement term, and will meet the immediate needs to relieve jail overcrowding, support the addition of 288 beds, and remain within the approved budget. This is a budgeted project and funds are available in Jail Project/2005 - Construction in Progress, Jail Expansion 2006 (account #010575.560650; sub-ledger #00273501.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #2 for PS-0369-05/DRR Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion for an increase in scope of services and a Fixed Fee compensation total of \$2,687,807.00 and an increase to the project term, for a total of 34 months from the date of the Agreement with HKS Architects, Inc.

ATTACHMENTS:

- 1. PS-0369-05 Amendment 2 with HKS Architects, Inc.
- 2. PS-0369-05 Amendment 2 Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

SECOND AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT SEMINOLE COUNTY JOHN E. POLK CORRECTIONAL FACILITY EXPANSION (PS-0369-05/DRR)

THIS SECOND 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 September 26, 2006, 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".

WITNESSETH:

WHEREAS, CONSULTANT and COUNTY entered into the above-referenced Agreement on June 28, 2006, as amended September 26, 2006, 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 shall terminate seventy (70) days

PS-0369-05 - 2nd Amendment HKS Architects, Inc. Page 1 of 5 after final payment has been made to CONSTRUCTION MANAGER-AT-RISK upon completion of the Project, or not to exceed thirty-four (34) months from the date of this Agreement, whichever occurs first. However, this Section is subject to the following provisions which shall survive termination of this Agreement under this Section: All call-back inspections identified in Section 1 above and all indemnification obligations, warranties, and guarantees required hereunder. Time is of the essence concerning performance of all obligations of CONSULTANT to COUNTY under this Agreement.

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 SIX HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVEN AND NO/100 The fixed fee shall be comprised of separate DOLLARS (\$2,687,807.00). 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 CONSULTANT shall provide, as a condition work actually completed. 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.

> PS-0369-05 - 2nd Amendment HKS Architects, Inc. Page 2 of 5

(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.

CHANGES IN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION. (e) Ιf 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 The fee shall be agreed upon before commencement of any approval. 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 CONSULTANT's result in а change in contractually established compensation or work schedule shall be confirmed by COUNTY's issuance of a written amendment to this Agreement A

(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 deleted in its entirety and a new Exhibit A, attached hereto, is substitute therefor.

4. 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.

(End of Agreement - Signature Page Follows)

PS-0369-05 - 2nd Amendment HKS Architects, Inc. Page 4 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

(CORPORATE SEAL)

MARYANNE MORSE

By:_____ H. RALPH HAWKINS President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

By:_

Date:_____

CARLTON HENLEY, Chairman

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

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

County Attorney

AEC:jjr 09/20/2007 P:\Users\jroyal\Purchasing 2007\Agreements\PS-0369-05-2nd Amd.doc

> PS-0369-05 - 2^{na} Amendment HKS Architects, Inc. Page 5 of 5

EXHIBIT "A"

TO AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR PROFESSIONAL SERVICES

Scope Of Services

SECTION 1 GENERAL

The nature, character, COUNTY'S objective, and proposed services are described as follows:

The COUNTY desires the CONSULTANT to provide complete Architectural and Engineering services necessary to prepare schematic designs, site plans, programming, construction administration, and final construction plans and specifications for the intake, laundry, kitchen, medical and visitation areas of the John E. Polk Correctional Facility Expansion (referred to herein as the "Project").

The CONSULTANT shall provide complete professional services for the preparation of the site plans and construction plans and specifications (compatible with existing systems and structure), including but not limited to: architectural, interior design, landscape architecture, civil engineering, mechanical engineering, electrical engineering, structural engineering, environmental permitting, security systems, fire alarms, traffic/transportation consulting, environmental testing, signage and graphics, acoustical systems design, and cost estimating services necessary for successful construction.

To the extent any provisions of the Exhibit "A" conflict with the terms of the Agreement between the COUNTY and CONSULTANT, the provisions of the AGREEMENT shall take precedence.

SECTION 2 CONSULTANT SERVICES

The CONSULTANT'S Services consist of those described in the Agreement, and as supplemented herein.

PROGRAMMING/ DEVELOPMENT SITE SERVICES

Refine Project Goals and Objectives

A Project Advisory Committee (PAC) will be established to initiate the facility programming process and to participate throughout the process in guiding the Project Team's efforts. The COUNTY's designated representative shall be the point of contact for the CONSULTANT and have the authority and responsibility to transmit instructions, and interpret and define the PAC's input and participation pertinent to the role of the PAC.

1. The CONSULTANT, through meetings, with County staff, will identify all space needs; and identify more completely all objectives. CONSULTANT will review and update the forecasts developed in any study or plan; a clarification of the various components to be included in the proposed facility; and review and recommendations of the space standards that will guide the programming process.

2. The CONSULTANT shall provide programming services consisting of consultation to establish and document the design objectives, limitations and criteria, flexibility and expandability, site requirements, development of preliminary budget for the Work based on programming and scheduling studies, and security criteria for the Project.

3. At the completion of the Programming Phase, provide a cost estimate based on Square footage using narratives and other Programming Phase deliverables.

Develop Space Standards

1. Expand upon the space standards, including utilizing personnel as a basis for forecasting spatial requirements, as well as preparation of space guidelines for departments that are less staff-intensive and more equipment-oriented. Refinement of the space standards shall be consistent with the American Correctional Association (ACA) and Florida Model Jail Standards (FMJS).

2. Develop prototypical space layouts for the various sections within the Project.

Traffic, Transportation, and Parking Assessment

Identify parking requirements for employees, visitors, and Correctional Facility vehicles through the year 2020. Identify the number of person trips generated by employees and visitors relative to the Project through an initial survey instrument. Through this analysis, an estimate will be made of future parking requirements. This information will assist the COUNTY, as well as other local officials, in their determination of roadway improvement priorities relative to long-range development plans, as well as additional parking requirements needed at the PROJECT site.

Develop Detailed Operational and Architectural Program

Develop a detailed spatial program for the new facility components that will reflect the year 2020 personnel and operational requirements. Apply both departmental and building gross factors to the net square footage to determine the total square footage requirements for the Project or components.

Component Role: Each component of the Project will be defined according to its mission and relationship with other Project components. This will be defined in

both verbal and graphic terms.

- Functional Description: Each function to be included within the Project will be described according to management philosophy, physical relationships to other components, mission, security concept, and general staffing guidelines.
- Spatial Allocations: Each individual space to be included in the Project components will be defined according to net and sectional gross factors. Tables will be prepared for all spaces disaggregated by Project component that quantifies the amount of space for each area within the Project.
- Functional Relationships/Adjacencies: With the development of net and gross square footage requirements, functional relationship diagrams will be prepared that illustrates the proposed relationships of all spaces within the Project. These diagrams will provide an organizational structure for the Project design and will establish the required "building footprint".
- Space Schematics/Flow Diagrams: consisting of diagrammatic studies and pertinent descriptive text for human, vehicular and material flow patterns that include circulation patterns for the public, the incarcerated, and staff.

Existing Facilities Surveys

These surveys shall consist of researching, assembling, reviewing and supplementing the information for the Project involving alterations and additions to existing facilities or determining new space usage in conjunction with new building program and including: Photography, Field Measurements, and Review of existing data.

At the end of performance of the tasks of this section, a detailed Operational and Architectural Program will be completed. The Operational and Architectural Program will ultimately provide the design team with the required information to initiate the design of each component of the Project. All tasks required of this section shall be fully completed on or before September 14, 2006. The CONSULTANT will present three (3) options to allow the COUNTY to select which portions of the overall Jails' needs identified in the program can be constructed within the budget.

Design Review Services

As conceptual, schematic, design development and construction documents are prepared by the CONSULTANT, the CONSULTANT will carefully review these documents to confirm compliance with the operational objectives of the COUNTY as expressed through the operational intent and architectural space program.

Site Development Services

The CONSULTANT shall perform Site Analysis and Selection that consist of the following: identification of potential site(s), on-site observations, traffic and transportation systems and parking studies, topography analysis, analysis of deed, zoning and other legal restrictions, overall site analysis and evaluation, and comparative site studies.

Site Development and Planning

This shall consist of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs based on the following: land utilization, structures placement, facilities development, development phasing, site related traffic and transportation systems and circulation and parking, utilities systems, surface and subsurface conditions, ecological requirements, deeds, zoning and other legal restrictions, and landscape concepts and forms.

Detailed Site Utilization Assessment

This shall consist of detailed site analyses, based on the approved conceptual site development design including the following: land utilization, structures placement, facilities development, development phasing, traffic and transportation systems and circulation and parking, utilities systems, surface and subsurface conditions, soil report, vegetation, slope analysis, ecological requirements, deeds, zoning and other legal restrictions, and landscape concepts and forms.

On-site Utility Assessment

This shall consist of established requirements and preparing initial designs of the following: electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, communication systems, and telecommunications, CATV, and lightning protection. Coordination with Florida Power and Light concerning their Performance Contracting Program is necessary.

Off-site Utility Assessment

This shall consist of the following: confirmation of location, size and adequacy of utilities serving the site, determination of requirements for the connections to utilities.

Site Testing

CONSULTANT shall advise the COUNTY of all site testing which the CONSULTANT deems necessary to satisfactory perform its obligations under this agreement. Upon COUNTY'S concurrence, the CONSULTANT shall undertake the performance of all such necessary and approved site testing. Testing outside of that provided in the Scope of Services will be considered as an additional service.

Threshold Inspection

CONSULTANT shall provide a structural inspection plan for use by County's threshold inspector. The threshold inspector shall send regular reports to the CONSULTANT, County Building Official, Owner's Representative, CONSTRUCTION MANAGER-AT-RISK and County Representative. The threshold inspector shall comply with all applicable state and local codes and or dinances.

COMPLIANCE

The CONSULTANT shall revise all drawings, specifications, and other documents prepared by CONSULTANT pursuant to this Agreement when such revisions are required by reasonable interpretations of current, or, prior to starting Construction Documents due to any enacted or revised federal, state, or local codes, laws or regulations, including but not limited to those relating to accessibility for disabled persons. Specifically, CONSULTANT (prior to start of Construction Documents) shall comply with reasonable interpretations of the Americans with Disabilities Act, the Florida Accessibility Code and their promulgating regulations if revisions are adopted after completion of Design Development and those revisions impact the design, the CONSULTANT shall be compensated as an additional service to correct the design to comply with the revisions.

B. SCHEMATIC DESIGN PHASE

GENERAL REQUIREMENTS

1. The CONSULTANT shall review with the County alternative approaches to design and construction of the Project.

2. Schematic design documents shall include drawings, outline specifications, and cost estimates developed in sufficient detail to indicate the exterior design of the Project, the functional relationships of all interior areas, the relationship of the Project to the site and other existing buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems. The cost estimate shall be itemized to include all major categories of the Work.

3. In consultation with the COUNTY, the CONSULTANT shall determine and evaluate the general requirements of the Project, the scope of work, space and architectural requirements, impacts of the established construction budget, the total project time schedule, availability and location of utilities, and the requirements of applicable approving authorities.

4. The CONSULTANT shall provide an evaluation of the program, schedule, and construction budget, each in terms of the other.

5. The CONSULTANT shall meet with the COUNTY to present and review the Schematic Design documents along with alternative approaches to the design documents of this Project. The meeting location shall be as directed by the COUNTY. Timely approval of the schematic design submittal shall be made and obtained before final payment for that phase of work may be issued and before proceeding with the Design Development Phase.

REQUIRED DOCUMENTS

1. Architectural design services during the Schematic Design Phase shall respond to program requirements and consist of:

- A. Site plans, including parking areas.
- B. Building floor plans.
- C. Building sections and elevations.
- D. Development of dimensions, areas, and volumes.
- E. Selection of building systems and materials.
- F. Perspective sketches, if required.
- G. Study models, if required.
- H. Preliminary exiting plan and code analysis (Basis of Design).
- I. Floor plans and building sections i ndicating area/occupancy separations & rated walls.
- J. Identify circulation patterns for the public, staff, and the incarcerated.
- K. Identify holding areas for inmates and circulation patterns including sallyport.
- Civil design services during the Schematic Design Phase shall consist of consideration of alternate materials and systems and development of conceptual design solutions for:
 - A. On-site utility systems.
 - B. Off-site utility work assessment.
 - C. Fire protection systems.
 - D. Drainage systems.
 - E. Paving.
 - F. Environmental Level 1 assessment issues
 - G. New and existing roadways
 - H. Right of way/ setback requirements
- 3. Structural design services during the Schematic Design Phase shall consist of recommendations regarding basic structural materials and systems, preliminary analyses, establishment of design criteria and loads, development of conceptual design solutions, and narrative descriptions covering the following:
 - A. The recommended structural system.
 - B. Alternate structural systems.
- 4. Mechanical design services during the Schematic Design Phase shall consist of evaluation of alternate systems and equipment, including life cycle cost analysis, and development of conceptual design drawings and narrative descriptions covering the following:
 - A. HVAC systems and equipment
 - B. Approximate space requirements for HVAC systems and equipment
 - C. Energy conservation concepts.
 - D. Energy/fuel sources.
 - E. Plumbing fixtures and equipment.
 - F. Fire sprinkler system.
- 5. Electrical design services during the Schematic Design Phase shall consist of evaluation of alternate systems and equipment and development of conceptual design drawings and narrative descriptions covering the following:
 - A. Power service and distribution
 - B. Lighting interior and exterior
 - C. Telephones
 - D. Fire detection and alarm systems.
 - E. Emergency and stand-by power systems.

- F. Security systems.
- G. Electronic communications-inclusive voice, data, and video networks, and CCTV and CATV.
- H. Special electrical systems.
- I. Approximate space requirements for electrical equipment and systems
- J. Cable and Fiber Optic systems
- K. Telecommunications Pathway / Distribution design
- L. Grounding / Lightning protection
- M. Elevators
- N. Electrical systems for cafeteria equipment
- 6. Landscape design services during the Schematic Design Phase shall consist of a preliminary list of plants, systems and equipment, and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives, environmental determinants, and water conservation.
- 7. Interior requirements established during the Schematic Design Phase shall consist of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment in order to establish:
 - A. Partition locations.
 - B. Furniture and equipment layouts.
- 8. Narrative descriptions during the Schematic Design Phase shall consist of:
 - A. Identification of potential architectural materials, systems and equipment, and their criteria and quality standards.
 - B. Investigation of availability and suitability of alternative architectural materials, systems and equipment.
 - C. Similar documentation for all other disciplines.

9. Construction cost estimate services during the Schematic Design Phase shall consist of development of a probable construction cost for the correctional facility Project based on the schematic design documents, utilizing current and historic square foot costs, or other unit costs, including an appropriate design contingency.

C. DESIGN DEVELOPMENT PHASE

GENERAL REQUIREMENTS

1. Design development documents shall include drawings and abbreviated specifications developed from the schematic design documents in greater detail to confirm or adjust, as required, all aspects of the schematic design documents and shall include a revised cost estimate reflecting the more detailed development.

2. Based on the approved schematic design documents and any adjustments

authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT shall prepare, for approval by the COUNTY, design development documents consisting of drawings and other documents to fix and describe the size and character of the correctional facility Project as to architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate.

3. The CONSULTANT shall meet with the COUNTY to present and review the design development documents. The meeting location shall be as directed by the

COUNTY. Timely approval of the design development submittal shall be made and obtained before payment may be issued and before proceeding with the Construction Documents Phase.

4. The CONSULTANT shall meet with all applicable State and local agencies, utilities, and other regulatory agencies, and shall provide the COUNTY with a list of all contacts made and a written summary of the results of those meetings.

REQUIRED DOCUMENTS

1. Architectural design services during the Design Development Phase shall consist of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, form, size and appearance of the Project including:

- A. Site plan.
- B. Building floor plans.
- C. Building sections and elevations.
- D. Typical construction details.
- E. Final materials selections.
- F. Equipment layouts.
- G. Identification and resolution of all code issues.
- H. Exiting plan and code analysis (Basis of Design).
- I. Floor plans and building sections indicating area/occupancy separations & rated walls.

2. Civil design services during the Design Development Phase shall consist of continued development of civil schematic design documents, and development of preliminary specifications to establish the final scope and preliminary details for on-site and off-site civil engineering work relative to:

A. Site access.

- B. Site fire protection (hydrant locations, fire flows, and fire truck access).
- C. Site utility connections and layout.
- D. Site drainage
- E. Site paving, curbs & gutters, and sidewalks.

3. Structural design services during the Design Development Phase shall consist of continued development of the selected structural system. Minimum information to be provided in the Design Development Phase documents shall be as follows:

- A. Basic structural system and dimensions.
- B. Final structural design criteria and loads.
- C. Foundation plan.
- D. Preliminary sizing of major structural components.
- E. Critical clearances (for coordination with other disciplines).
- F. Floor and roof framing plans.
- G. Major building sections/elevations.
- H. Preliminary structural specifications.

4. Mechanical design services during the Design Development Phase shall consist of continued development of mechanical schematic design documents, and development of preliminary specifications. Minimum information to be provided in the

Design Development Phase documents shall be as follows:

- A. Approximate HVAC equipment sizes and capacities, in schedule format.
- B. HVAC equipment locations (correlated to schedules).
- C. Main HVAC ductwork and piping systems layouts with sizes.
- D. Required chases for ductwork and piping.
- E. Identification of energy conservation methods.
- F. Temperature control system schematic diagram(s).
- G. Plumbing fixtures and equipment, in schedule format.
- H. Plumbing fixture/equipment locations (correlated to schedules).
- I. Main plumbing piping systems layouts with sizes and invert elevations.
- J. Catalogue cuts on all HVAC equipment and plumbing fixtures.
- K. Preliminary technical specifications for all materials, systems and equipment.
- L. Preliminary HVAC load calculations (both input and output).
- M. Building floor plan(s) with each thermal zone outlined.
- N. Locations of fire sprinkler system components (fire riser, anti-freeze loops, etc.).

5. Electrical design services during the Design Development Phase shall consist of continued development of electrical schematic design documents, and development of preliminary specifications. Minimum information to be provided in Design Development Phase documents shall be as follows:

- A. Lighting, power, and communications systems plans.
- B. Lightning protection / grounding
- C. Sizes, capacities and locations of major system components (transformers, panels, generators, etc.) and MDF / IDF equipment rooms.
- D. Light fixture schedule (correlated to the drawings).
- E. Catalogue cuts on all light fixtures and major equipment.
- F. Required chases and clearances for conduit and cabling.
- G. Model Energy Code compliance calculations.
- H. One-line diagrams illustrating power distribution.
- I. Life safety system components identified and located (fire alarm panel, fire alarm devices, emergency lights, exit lights, etc.).
- J. Preliminary technical specifications for all materials, systems and equipment.
- K. Elevators
- L. Electrical systems for kitchen equipment

6. Landscape design services during the Design Development Phase shall consist of continued development of landscape schematic design documents, and development of abbreviated specifications and materials lists to establish the final scope and preliminary details for landscape work, including preliminary landscaping and irrigation plans.

7. Interior design services during the Design Development Phase shall consist of continued development of interior schematic design documents, and development of abbreviated specifications to establish the final scope and preliminary details relative to:

- A. Special interior design features.
- B. Materials, finishes and colors.
- C. Furniture, furnishings and equipment selections (if applicable).

8. The Design Development Phase specifications submittal shall be a bound and indexed project manual. The specifications shall be a preliminary version of all sections that are to be included in the Construction Documents.

9. The Design Development Phase construction cost estimate shall be a detailed line item estimate thoroughly broken down to include estimated quantities for all major items of work.

D. CONSTRUCTION DOCUMENTS PHASE

GENERAL REQUIREMENTS

1. From approved/Design Development Documents, prepare and satisfactorily complete within the time allowed Construction documents and a detailed construction cost estimate for approval by the COUNTY. Thoroughly check and coordinate all drawings and specifications prior to submitting them to the COUNTY.

2. Revise the Construction Documents as may be required as a result of plan checking. The CONSULTANT must maintain maintenance of submittals w/duplicate for the COUNTY.

3. The CONSULTANT shall meet with the COUNTY and review the Construction Documents after all plan check comments have been incorporated into the Construction Documents. The meeting location shall be as directed by the COUNTY. Documents to be presented and reviewed at this meeting shall include Supplemental General Conditions, bid alternates, and the Bid Proposal Form. Approval of the Construction Documents submittal shall be obtained before proceeding with the printing of the bid documents.

4. Prior to printing the bid documents, the CONSULTANT shall ascertain all on-site utility company connection and/or permit fees, including fees to be charged by the utility company for work to be performed by the utility company.

5. Preparing and delivering to the COUNTY and CONSTRUCTION MANAGER-AT-RISK any applications for permits as identified in the Scope of Services.

REQUIRED REVIEWS & APPROVALS

1 The CONSULTANT shall provide written confirmation developed in collaboration with the COUNTY'S CONSTRUCION MANAGER-AT-RISK that approval of the Construction Documents has been obtained by all applicable governmental authorities having jurisdiction of the project.

2. The CONSULTANT shall obtain review comments from the applicable County and/or Municipal Government agencies. Review comments that either conflict with COUNTY requirements or which substantially affect the project cost shall be brought to the attention of the COUNTY for resolution.

PLAN CHECKING

The CONSULTANT shall provide sufficient (a maximum of 10 complete sets) including an electronic set of Construction Documents and calculations for review by designated plan checkers. Final Construction Documents shall be complete including all interdisciplinary coordination. Structural, mechanical and electrical calculations shall be bound and indexed. Computer calculations shall include both input and output and shall be clearly correlated to the Construction Documents. Following are the minimum

calculations required for each project (as they are applicable to the selected systems):

- A. Structural Calculations
 - Complete vertical and lateral load calculations for all aspects of the structure. Calculations shall be neatly prepared and organized so that an independent peer reviewer can check the validity of the calculations.
 - 2. Computer programs used shall be clearly identified. Both input and results shall be fully documented.
- B. Heating, Ventilating, and Air Conditioning Calculations
 - 1. HVAC load calculations (both input and output).
 - 2. Building envelope compliance calculations (Model Energy Code).
 - 3. Air handler/fan e.s.p. calculations (for all fans).
 - 4. Duct static regain calculations (if applicable).
 - 5. Pump head calculations.
 - 6. Expansion tank sizing calculations.
 - 7. General summary of central plant equipment selection criteria.

C. Plumbing Calculations

- 1. CW pipe sizing calculations.
- 2. HW pipe sizing calculations.
- 3. Gas pipe-sizing calculations (if applicable).
- 4. Roof drain pipe sizing calculations.
- 5. Miscellaneous pipe sizing calculations (compressed air, vacuum, etc.).
- 6. Water heater sizing calculations.
- 7. Sand/oil and/or grease interceptor sizing calculations.
- 8. Special equipment calculations (air compressors, vacuum pumps, water softeners, etc.).
- D. Electrical Calculations
 - 1. Model energy code compliance calculations.
 - 2. Lighting calculations (for all spaces in building).
 - 3. Feeder voltage drop calculations.
 - 4. Short circuit calculations.
 - 5. Service load calculation.
 - 6. Telecommunications building industry compliance.

2. The responsible architects and engineers, in accordance with the requirements of the State licensing shall seal drawings, specifications, and calculations submitted to the COUNTY for review.

3. The CONSULTANT shall provide written responses to all plan check comments within fourteen (14) days of receipt thereof.

4. The CONSULTANT shall incorporate appropriate solutions to all plan check comments into the Construction Documents and revise the construction cost estimate accordingly.

5. The CONSULTANT shall review and approve or take other appropriate action upon CONSTRUCION MANAGER-AT-RISK'S submittals such as Shop Drawings, Product data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken within fourteen (14) days.

E. CONSTRUCTION PHASE - ADMINISTRATION PHASE of the CONSTRUCTION CONTRACT

GENERAL REQUIREMENTS

1. The CONSULTANT shall provide construction administration services as described in the General Conditions and herein.

2 The CONSULTANT shall provide technical assistance to COUNTY personnel throughout the Construction Phase.

SITE VISITS

CONSULTANT, shall make no less than one (1) site visit a week during construction of the Project as well as at all critical stages of construction or as requested by COUNTY to determine in general if the work is proceeding in a manner indicating that the work when completed will be in accordance with the Contract Documents. Such visits shall be made when the CONSULTANT either is advised by the CONSTRUCTION MANAGER-AT-RISK or the COUNTY of critical stages in construction or when deemed necessary by the CONSULTANT. In addition the CONSULTANT shall attend all regularly scheduled or specially set meetings.

INTERPRETATIONS

The CONSULTANT will be the interpreter of the Drawings and Specifications. The CONSULTANT shall, within fourteen (14) days time, render such written interpretations as may be necessary for proper execution of the Work. All interpretations and decisions by the CONSULTANT shall be consistent with the intent of the Contract Documents. In addition to attending a regularly scheduled weekly project construction meeting the CONSULTANT agrees to up to 24 additional meetings during the Construction Phase at the request of the COUNTY.

CHANGE ORDERS

1. The CONSULTANT shall prepare Change Orders and Construction Change Directives for review and approval by the COUNTY.

2. The CONSULTANT shall issue no order to contractors that might commit the COUNTY to extra expenses, or otherwise amend the CONSTRUCION MANAGER-AT-RISK Agreement without first obtaining the approval of the COUNTY.

3. The CONSULTANT shall prepare drawings, specifications and other supporting documentation as required to facilitate changes in the Work directed by the Owner as an additional service.

4. The CONSULTANT shall review and evaluate proposals from the CONSTRUCTION MANAGER-AT-RISK regarding changes in the Work.

MINOR CHANGES IN THE WORK

The CONSULTANT shall have authority to order minor changes in the Work, which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such minor changes shall be consistent with the intent of the Contract Documents and shall be implemented only through written order.

SHOP DRAWING REVIEW

The CONSULTANT shall review shop drawings and submittals for conformance with the design concept expressed in the Contract Documents. Shop drawings and submittals shall be reviewed within fourteen (14) days of receipt thereof.

CONTRACTOR'S REQUESTS FOR PAYMENT

Based upon site observations and the CONSTRUCTION MANGER-AT-RISK'S Requests for Payment, the CONSULTANT shall review and evaluate the amounts claimed by the CONSTRUCTION MANAGER-AT-RISK. Requests for payment shall be reviewed each month at the project site with the CONSTRUCTION MANAGER-AT-RISK and the COUNTY REPRESENTATIVE.

CONTRACTOR CLAIMS

The CONSULTANT shall review and evaluate claims relating to the execution and progress of the Work. Decisions in matters relating to aesthetic effect shall be consistent with the intent of the Contract Documents. Decisions regarding performance by the CONSTRUCTION MANAGER-AT-RISK are subject to approval by the COUNTY.

AS-BUILT DRAWINGS

The CONSULTANT shall continually monitor and evaluate the progress and quality of the CONSTRUCTION MANAGER-AT-RISK as-built drawings (blueprints and electronic) set, which shall indicate the complete project as constructed, including dimensioned locations and sizes of buried utility lines. At a minimum, the CONSULTANT shall review the as-built drawings each month, prior to evaluating the CONSTRUCTION MANAGER-AT-RISK Request for Payment.

COMMISSIONING

The CONSULTANT shall attend and direct all required systems commissioning (primarily for mechanical, electrical and life safety systems).

PROJECT COMPLETION AND GUARANTEES

The CONSULTANT shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the COUNTY all records, written warranties and related documents required by the Contract Documents.

PS-0369-06-05/DRR

OPERATING & MAINTENANCE MANUALS

The CONSULTANT shall review all Operating & Maintenance manuals for compliance with the project specifications.

RECORD DRAWINGS

1. The CONSULTANT shall prepare a set of electronic CADD files on a CD containing updated architectural plans showing changes in the work issued by the architect during construction. This information will not reflect the actual as-built conditions as produced by the CONSTRUCTION MANAGER-AT-RISK. Those documents will be a separate submittal by the CONSTRUCTION MANAGER-AT-RISK.

2. The Record Drawing CADD files will be provided to the COUNTY at no additional cost.

3. When the Project has been designed with the use of CADD, the CONSULTANT shall furnish the COUNTY a final set of computer disks in CADD. The drawings on the computer disks shall not include the Architect's stamp. Each computer disk shall include a copy of all externally referenced drawings.

ERRORS AND OMISSIONS

The CONSULTANT shall assist the COUNTY and prepare drawings and specifications, which are needed to correct project deficiencies resulting from the CONSULTANT'S errors or omissions. The CONSULTANT will be responsible for additional construction costs (non-added value additional construction cost recoverable under applicable law as actual damages), which result from errors and/or omissions in the Contract Documents.

F. DESIGNS, ANALYSIS, PLANS & SPECIFICATIONS

PERMIT APPLICATIONS

Prepare and deliver applications for permits to the CONSTRUCTION MANAGER-AT-RISK and COUNTY. COUNTY shall pay all permit fees and agency review fees.

Agencies and permits shall include, but shall not be limited to:

- 1. Florida Department of Environmental Protection
 - a. Domestic Water Distribution System Connection Permit
 - b. Wastewater Collection/Transmission System Construction Permit
- 2. Florida Department of Transportation
 - a. Utility Permit
 - b. Driveway Permit and Drainage Permit
 - c. Right of Way Utilization Permit (if applicable)
- 3. Seminole County Development Review
- 4. St. John's River Water Management District Permit
 - a. Storm Water Permit
 - b. Sewer Capacity Applications
- 5. City of Sanford Site Plan Review

PS-0369-06-05/DRR

6. Others as required

LANDSCAPE AND IRRIGATION DESIGN

A. General Project Landscape and Irrigation Portion of Work including:

- 1. Setup Project CADD base sheets.
- 2. Project administration; maintain complete Project records, etc.
- 3. Attend at least six public/Project coordination meetings/hearings.

B. Conceptual Landscape and Irrigation Work including:

- 1. Prepare at least two 30 scale (30" x 42") conceptual landscape designs for the site and a brief report for concept evaluation.
- 2. Prepare at least one 30 scale (30" x 42") conceptual irrigation design for the landscaping and a brief report for concept evaluation.
- 3. Prepare rough construction cost estimates for the above conceptual landscape and irrigation designs for evaluation.

C. Preliminary Landscape and Irrigation Contract Documents including:

- 1. Prepare preliminary Contract Documents for the 30%, 60%, and 90% submittal to the County for review and comments.
- 2. Make minor revisions to the landscape and irrigation submittals required by the County for approval of these documents.

D. Final Landscape and Irrigation Contract Documents including:

- 1. Prepare final Contract Documents for the 100% submittal to the County for review and comments by COUNTY and bidding by CONSTRUCTION MANAGER-AT-RISK.
- 2. Prepare final contract specifications for inclusion in bidding documents.
- 3. Sign and seal prints of the above documents going to reviewing agencies.
- 4. Evaluate and provide recommendation on construction bids for this portion of the Project.

E. Perform Site Observations and Field Reports including:

1. Perform at least two site observations of the installed landscaping irrigation system, and, prepare field reports of observed conditions and/or corrections that need to be made.

INTERIOR DESIGN SERVICES FOR FURNITURE AND EQUIPMENT SELECTION AND SPECIFICATION

1. The general intent and purpose for the interior spaces shall be studied by the CONSULTANT for conformance with the concept of the building. Interior Design Services shall include the determination of quantities and types of furniture, equipment and accessories required by the COUNTY, through a series of work sessions with the appropriate team members and COUNTY'S representatives and to include a review and evaluation.

2. The specification of the furniture, equipment and accessories shall be developed within the budget established by the COUNTY. During the design process a statement of probable costs will be compiled to comply with the COUNTY'S budget.

3. Documents created for the Design Phase shall be coded plans and specifications, provided in notebook format, indicating location and complete description of all the furniture, equipment and accessories using brand name or equal specifications. Also included in the notebooks are the maintenance data and test data from each manufacturer for the specified items. These documents can be used by the COUNTY'S Purchasing and Contracts Division for the basis of a competitive bid package for all-interior furnishings, equipment and accessories. Evaluation or inventory of existing furniture is included. The CONSULTANT will coordinate the delivery, installation, and movement/transfer of all new and existing furniture, equipment and accessories.

COST CONSULTING SERVICES

- 1. At the completion of the Programming Phase, provide an estimate developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK based on square footage using narratives and other Programming Phase deliverables.
- At the completion of the Schematic Design Phase, provide an estimate developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK based on square footage using the Schematic Phase architectural drawings and Engineering narratives.
- 3. During the Design Development Phase, provide an estimate developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK that would include all 16 CSI divisions. This estimate would use architectural and engineering drawings, specifications, and narratives. This estimate would be prepared to coordinate with the Value Engineering (VE) session.
- 4. At the completion of the Design Development Phase, update the previous design Development Phase estimate to reflect revisions resulting from the VE session.
- 5. During the Construction Document Phase, provide an audit/critique of the CONSTRUCTION MANAGER-AT-RISK'S estimate at a mutually agreed upon point within the phase. This section does not preclude any of the cost estimates required by the Scope of Service at any other phase of the Project.

SIGNAGE AND GRAPHIC CONSULTING SERVICES

Analysis including:

- 1. Projecting Objectives inclusive of
 - a. Goals
 - b. Schedules
- 2. Make graphics standards for the existing project
- 3. Evaluating primary circulation patterns and potential problem areas, points, and ingress.
- 4. Researching all applicable codes and criteria governing the facility.

Conceptual Design

1. Preparation of conceptual design and development of a graphics program that will clearly identify, circulate, and educate through concise messages that address the following functional and aesthetic issues:

Functional

- a. Ingress/Egress
- b. Access from Parking Areas
- c. Access from Common Area
- d. Room Numbering Configurations
- e. Code Conformance
- f. ADA requirements
- g. Florida Modal Jall Standards requirements
- h. American Correctional Association requirements
- i. Durability, Maintenance

Aesthetic

- a. Consistency between current and planned Architecture and Interior Design
- b. Image
- c. Standardization of Size
- d. Typography
- e. Color and Materials

SECURITY DESIGN CONSULTING SERVICES

Analyze Project needs and produce drawings and specifications compatible with the current system and include the following:

- A. Secured access control at building entries and interior areas.
- B. Video surveillance of building interiors and access to interior secured areas.
- C. Main Control
- D. Perimeter fencing
- E. Necessary security control in inmate holding areas and circulation patterns
- F. Connectivity with existing security system.

As-Built Drawings

Review as-built drawings for submittal to regulatory agency. The as-built drawings as submitted and certified by the CONSTRUCTION MANAGER-AT-RISK'S certified Land Surveyor and reviewed by the CONSTRUCTION MANAGER-AT-RISK shall be a combination of CADD disks, and reproducible drawings.

Energy Efficiency

The CONSULTANT shall evaluate energy efficient products and systems for the application in the Project and shall coordinate with Florida Power and Light concerning their Performance Contracting Program.

Recycled Materials

The CONSULTANT shall evaluate and recommend for the use recycled building materials for the application on the Project, and shall provide a listing of recycled materials which are specified to be included in the Construction Documents.

PS-0369-06-05/DRR

Scope of Services Design Development Re-Design

- Re design of the building to reflect one new two story housing building of two 72 bed pods per floor for a total of 288 beds. To include related building support and housing support.
- Provide for a free standing new intake release building which could possibly be a pre-engineered building with minimal security enhancements (no classification or property storage will be provided).
- Reduce floor to floor heights.
- Deletion of the previously designed two story building and related programmed spaces for intake / release, property, records / classification, video visitation.
- New connector corridors will remain but be reduced in length.
- Central energy plant expansion will remain as it is, planned for future expansions.
- Bush Blvd will now remain current path. Delete previous re routing of Bush Blvd and modifications to the Animal Control parking.
- Provide for a clear level parcel of land to the south of the new 2 story building for future expansion.
- Provide for a modified perimeter fence enclosure.
- New south retention pond will remain for future expansion and be enlarged to absorb the displacement of the existing pond to the west of the existing vehicle sally port.
- Minor demolition and cosmetic renovation will be done inside the existing facility to the area vacated by the existing intake release functions.
- Provide for two (2) additional Design Development user group meetings, one of which will specifically address door function and hardware.
- Provide for additional Design Development Phase plotting, printing and distribution.
- Provide new Design Development for Architectural, Graphics, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape, Voice-Data, Interior Design, Audio-Visual, and Security.
- Provide a Design Development estimate (provided for in basic services). Task not performed yet.
- Provide for coordination of disciplines.
- Provide for additional preliminary civil / site meetings with city site plan review and related authorities to present to them the revised site plan. The site plan was previously reviewed with the original design. Wetland mitigation or meetings related to existing wetlands are not included.

Schedule

- Provided that authorization to proceed is granted immediately, it is anticipated that the design professional can have the new scope Design Development Phase ready for re submittal and owner sign-off in approximately 45 days. Structural and Engineering being the critical path due to extent of the re design.
- This re design will add approximately 45 additional days to the original agreed to project design schedule as presented in Section 1 Services and Delivery Schedule of our Architectural and Engineering Services Agreement and as indicated on the attached revised design schedule.

June 15, 2007

Mr. Scott Werley Construction Manager Facilities Maintenance Division Seminole County 205 West County Home Road Sanford, Florida 32773

Re: John E. Polk Correctional Facility Expansion (PS-0369-05 / DRR) HKS # 10134.001

Dear Scott:

Scope of Services

- Re design of the building to reflect one new two story housing building of two 72 bed pods per floor for a total of 288 beds. To include related building support and housing support.
- Provide for a fee standing new intake release building which could possibly be a pre engineered building with minimal security enhancements (no classification or property storage will be provided).
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- Bush Blvd will now remain its current path. Delete previous re routing of Bush Blvd and modifications to the Animal Control parking.

1 of 4

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- Provide for two (2) additional Design Development user group meetings, one of which will specifically address door function and hardware.
- Provide for additional Design Development Phase plotting, printing and distribution.
- Provide new Design Development for Architectural, Graphics, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape, Voice-Data, Interior Design, Audio-Visual, and Security.
- Provide a Design Development estimate (provided for in basic services). Task not performed yet.
- Provide for coordination of disciplines.
- Provide for additional preliminary civil / site meetings with city site plan review and related authorities to present to them the revised site plan. The site plan was previously reviewed with the original design. Wetland mitigation or meetings related to the existing wetlands are not included.

Schedule

- Provided that authorization to proceed is granted immediately, it is anticipated that the design professional can have the new scope Design Development Phase ready for re submittal and owner sign-off in approximately 45 days. Structural and Engineering being the critical path due to the extent of the re design.
- This re design will add approximately 45 additional days to the original agreed to project design schedule as presented in Section 1 Services and Delivery Schedule of our Architectural and Engineering Services Agreement and as indicated on the attached revised design schedule.

Compensation

For the services specified above

- Services Fee Adjustment \$187,807.00
- Expense Allowance \$ 1,000.00
- Total \$188,807.00

2 of 4

• These fees include an expense allowance for direct costs such as additional reproduction, postage and delivery, travel and long distance communication for the additional services defined herein.

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 25 June, 2006.
- All other terms and conditions shall be in accordance with the terms and conditions of the Architectural and Engineering Services Agreement dated 25, June, 2006.
- Tasks not identified above, or tasks requiring additional specialty consultants will be in addition to this proposal. Specialty consultants will not be retained without specific written authorization by Seminole County.

3 of 4

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

Principal , HKS Architects, Inc.

Scott Werley Construction Manager Facilities Maintenance Division Seminole County.

Cc: Mr. Pete Markham Mr. John Richardson Mr. Bill Stimson

Attachments:

HKS May 24, 2007 scope definition meeting report. HKS / DLR "Option – A" May 24, 2007 HKS / DLR Probable Building Costs, May 24, 2007 HKS Design Production Schedule

Date

4 of 4

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HKS

| Item No. | Discussion | Action Required By |
|------------------|--|-----------------------|
| DISCUSSION: | ······································ | |
| ATTACHMENTS: | Option A, B, C and probable construction cost | |
| PURPOSE: | Design Development Re-Design | |
| LOCATION: | Facilities Conference Room | |
| | Representing Seminole County Corrections (SCC): Ms. Penny Fleming Major Michael Tidwell Mr. David Diggs | ÷ |
| | Representing Seminole County (SC): Mr. Scott Werley Mr. Pete Markham | • |
| | Representing DLR Group (DLR): Mr. Tim Gibson | |
| PRESENT: | Representing HKS Inc. (HKS): Mr. Bill Stimson | |
| PROJECT: | Seminole County Jail | - |
| DATE OF ISSUE: | June 14, 2007 | |
| DATE OF MEETING: | May 24, 2007 | · . |
| | | |

I. General

MEETING REPORT

A. Ms. Fleming, speaking for Seminole County Sheriffs Department, informed all attendees that Major Tidwell had tendered his resignation from Seminole County effective June 1, 2007

B. Seminole County has retained David W. Diggs to replace Major Tidwell. Mr. Diggs was the previous John E. Polk Jail administrator for Seminole County for many years. He has come out of retirement.

C Mr. Diggs understands the Seminole County operations. It his preliminary desire to keep the jail expansion project moving forward and to retain decisions and directions previously sorged to. HKS / DLR are to now include him in any information exchange or announcements and invitations.

Design Discussion

11

- A. The original intent of this meeting was to present to the user and the owner a status up date on the progress of the previously agreed to re design of the Design Development Phase Package. After the original DD submission on March 28, 2007 the design professionals, the owner and user agreed that more square footage needed to be taken out of the project to respond to the owner signing a \$28 million dollar GMP with the CM. The design team was informed previously that the CM fees would be coming out of that number.
- B. At a previous meeting the user, owner, CM and design team agreed to re design the DD Phase package again to reflect a new project which will be one, three story housing building with 2 housing pods of 72 beds per floor for a total of 432 beds. No other programmed functions will be constructed at this time, except the CEP and connector corridors and reduced site work.
- C. Skanska has confirmed, with a preliminary estimate and qualification statement, that the above referenced three story housing building can be constructed within the \$28 million GMP allowance.

III Design Modifications.

- A. Major Tidwell and the user group have evaluated their operational needs and feel that in order to construct new beds that the addition of the intake - release, medical and kitchen programmed areas still needs to be brought back into the project. If beds are added, these infrastructure functions are needed.
- B. HKS / DLR re stated the budget limitations. Preliminary calculations were done to develop a housing square footage limitation. The Skanska SD estimate costs were used as they were the most accurate. SD costs for the medical, kitchen and intake – release were also used.
- C. After a lengthily discussion, it was agreed by all parties that the only way to put the above referenced programmed areas back into the project was to further reduce the housing beds.
- D. The user agreed to now have one, two (2) story housing building of two 72 bed pods per floor for a total of 288 beds. HKS informed the user that that would be close to the 2010 project need at move in. There would be no growth beds available at move in.
- E. It was further agreed that the housing building would keep it's previously agreed to floor plan but be moved a little closer to the existing facility. The intake – release would be placed in its own one story separate building. That building type can be a non secure pre engineered building with masonry side walls to 10 feet. A simple masonry bearing and bar joist building may be used instead depending on input from Skanska.
- F. Medical will be limited to the area vacated by the existing intake release when it moves out to the new building.
- G. Kitchen Laundry will limited to their existing footprints. New finishes and new equipment will be added to respond to the 2010 programmed bed count. The kitchen infrastructure will be designed and installed to accommodate future equipment when bed additions care. afforded in the future.

- H. There will be no provisions for classifications or property storage when the new intake release building is designed. A new sally port of the same size as the existing will be provided.
- I. No site work will be done to the area to the south. That area will be left open to future housing as agreed to in the master plan.
- J. Floor to floor heights will be reduced in the housing as previously agreed to.
- K. The new zone office will be omitted. That function can be directed to existing control #2. CCTV is still included in the areas to be designed.
- L. Video Visitation is also out of the project. Scott informed the team that the auto dealership on 17-92 is not available anyway.
- M. HKS / DLR had arrived at three options today based on the above and previous discussions. Option A, B and C. The user and owner selected option A.

III Action items

- A. HKS will meet with their consultants to review the decisions today.
- B. HKS will revise their DD re design proposal for Scott Werley which will respond to today's selected Option A.
- C. HKS / DLR will take Option A from today's sketch to a CADD level SD layout and schedule another meeting with the user group and their new leader.

END OF MEETING

This report is assumed to be a true and accurate account of this meeting, unless written notification to the contrary is received within ten (10) working days of the date of issue of this report.

Respectfully Submitted,

William A. Stimson, AIA Project Manager HKS Architects, Inc

cc: All Present Consultants

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #5 to RFP-4190-04/JVP - Lease/Purchase of Computer Equipment

| DEPARTMENT: Administrative Services | DIVISION: Purchasing and Cor | <u>ntracts</u> |
|-------------------------------------|------------------------------|--------------------------|
| AUTHORIZED BY: Frank Raymond | CONTACT: Betsy Cohen | EXT : <u>7112</u> |

MOTION/RECOMMENDATION:

Approve Amendment #5 to RFP-4190-04/JVP - Lease/Purchase of Computer Equipment with Pomeroy IT Solutions, Tampa, to amend the current lease contract to refinance the equipment being leased during the FY07/08 time frame for an additional twelve (12) months.

County-wide

Ray Hooper

BACKGROUND:

In 2004, the County entered into a leasing agreement that supported a three-year replacement cycle for desktops, workstations, standard and ruggedized laptops, and network equipment including servers. Printers, plotters, scanners and projectors are replaced every five years; and the mainframe IBM equipment replaced on a six-year cycle. Approximately one third of the equipment is replaced each year.

In view of the current stringent budget requirements for FY07/08 and FY08/09, staff proposes amending the current lease contract to refinance the equipment being leased during the FY07/08 time frame, for an additional 12 months National City has provided savings information if the County refinances an additional 12 months, i.e. three-year lease equipment will have the lease costs spread out over four years; National City, the third party financial entity for Pomeroy, estimates the current lease costs in FY07/08 will be \$636,986 per guarter or \$2,547,945 annually (not fiscal year). They estimate that, with refinancing, the new quarterly payments will be \$465,859 or annual payments of \$1,863,437 - a savings for FY 07/08 of approximately \$171,127 per quarter - or \$684,508 annually. Since the list of equipment is fluid (equipment is being replaced/acquired/discontinued continually), the County will retain the right to add or delete equipment from the list submitted to National City on August 16, 2007. These savings reflect if we refinance all 2,253 pieces of equipment. The County will, however, be removing from the list (not refinancing) select pieces of equipment such as critical network equipment; and other mission critical pieces as we deem necessary to keep current from time to time. The refinancing does not include extended warranty costs. Equipment being refinanced will be out-of-warranty after its original lease period expires. Based on historical trends, however, the warranty appears to be manageable internally.

Staff anticipates substantial savings by extending the existing lease and use of equipment, through refinancing an additional 12 months.

STAFF RECOMMENDATION:

Staff recommends the Board approve Amendment #5 to RFP-4190-04/JVP - Lease/Purchase of Computer Equipment with Pomeroy IT Solutions, Tampa, to amend the current lease contract to refinance the equipment being leased during the FY07/08 time frame for an additional twelve (12) months.

ATTACHMENTS:

- 1. Letter from National City
- 2. Amendment #5

Additionally Reviewed By:

County Attorney Review (Ann Colby)

National City

Date: Emailed September 5, 2007

To: Ms. Colleen Rotella, Seminole County, Florida Mr. Ray Hooper, Seminole County, Florida Ms. Paula Irby, Seminole County, Florida

From: Tom Gordon, National City Commercial Capital Company, LLC

On behalf of National City Commercial Capital Company, LLC ("National City"), I am pleased to present you with the following proposal to extend the current portfolio of technology equipment under lease between National City and Seminole County, Florida ("Seminole"). The extension will include all leases that have commenced prior to August 21, 2007 and which mature after October 1, 2007 (the "Current Lease Portfolio").

National City proposes to interrupt the lease terms of the Current Lease Portfolio and commence new lease terms effective October 1, 2007. The new lease terms will effectively extend the remaining terms of the Current Lease Portfolio by an additional 12 months, however, in some cases, in order to maintain the quarterly pay provisions in the leases, we may have added additional months to the lease amortizations. For example, if a lease schedule has 8 months remaining as of October 1, 2007, we amortized the new payments over the remaining term plus 13 additional months to achieve an even 7 quarters, or 21 month remaining term. The extended lease terms are hereinafter referred to as the "Extended Lease Portfolio".

The proposed cumulative quarterly lease payment for the Extended Lease Portfolio will be \$465,859.19. This represents a 36.7% savings over the \$636,986.18 under the Current Lease Portfolio, or \$171,126.99 per quarter. On an annual basis, the lease payment from the Extended Lease Portfolio of \$1,863,436.76 represents a net savings to Seminole are \$684,507.96, over the \$2,547,944.72 now payable under the Current Lease Portfolio.

The quarterly payments due under the Extended Lease Portfolio have been calculated using the same spread over the US Treasury Bill with similar maturity as was used in the Current Lease Portfolio, while the extended term has allowed National City to reduce the quarterly lease rate factor on a going forward basis. All of other terms and conditions relative only to the leasing and financing of the equipment as detailed in the original lease documents will remain in full force and effect during the term of the Extended Lease Portfolio. A new document, memorializing this new term, will need to be executed between the parties.

This extension proposal does not address any specific equipment related activities or costs covered under the agreement between Seminole and Pomeroy Computer Resources, Inc., including, but not limited to, the on going maintenance of the equipment. As we have discussed, your existing three year product warranties will not be affected by this extension, however the above pricing does not include any extension of the warranty or maintenance contract. Any and all equipment related services will need to be separately arranged between Seminole and any third party service provider. By signing in the space provided below you acknowledge you intent to move forward with this proposal pending documentation in final, mutually agreeable form.

We appreciate the opportunity to propose and look forward to working with you in the future. Please feel free to contact me with any questions that you might have.

Sincerely,

Tom Gordon

Tom Gordon National City Commercial Capital Company, LLC

Agreed and Accepted:

Seminole County, Florida

By:_____

Title:_____

| National City | s as of 8/21/07 | , | | | | · · · · · · · · · · · · · · · · · · · | | | | | |
|---|--|-------------------------------------|---|---------------------------|---|---------------------------------------|---|--|---|---|--|
| | Current lease equipment pymts Per Quarter as of 6/21/07 | Payments Annual as of 6/21/07 | Pymts Per Quarter - yr 4 (FY0708) | Payments Annual - yr 4 | Pymts Per Quarter - yr 5 (FY0809) | Payments Annual - yr 5 | Savings per quarter - yr 4 (FY0708) | Savings per year - yr 4 | Savings per quarter - yr 5 (FY0809) | Savings per year - yr 5 | |
| Current lease costs - 3 yr lease (all funds) | \$ 636,986 | \$ 2,547,945 | | | | | | | antangan kasangan kasangan | | |
| Extend lease 12 mos - year 4 (all funds) | | | \$ 465,859 | \$ 1,863,437 | | | \$ 171,127 | \$ 684,508 | | | |
| Extend lease 24 mos - yr 4 & 5 (all funds) | | | | | | | | | | nn an star star st Million an star st Million an star star st Million an star star star st | |
| Extend lease 24 mos - yr 4 & 5 - w/\$0 payments for | | | | | | | | | | | |
| first 12 mos (all funds) | | | | | | | | andaring ng para sa sa Magana kang para sa sa Mangana kang pang pang | | | |
| Note: | | | | | [| | | | | | |
| Nat'l City reflects ALL equipment currently leased 8/21/07 (servers/printers/plotters/projectors/cisco/pcs/laptops) | | | | | | | | | | | |
| | | | | or expiring in F | Y0708, it would | be extended to a | a 6 yr lease | | | | |
| Annual payme | | | *************************************** | Citize number | - | | | · · · · · · · · · · · · · · · · · · · | | | |
| Any interest te | ees to make th | is offer are DU | uilt into Nationa | i Gity's numbers | 5 | | 1 | | | | |

FIFTH AMENDMENT TO LEASE AGREEMENT FOR COMPUTER HARDWARE (RFP-4190-03/JVP)

THIS FIFTH AMENDMENT is made and entered into this _____ day of ______, 20____ and is to that certain Agreement made and entered into on January 13, 2004, as amended August 17, 2004, July 15, 2006, February 12, 2007, and March 13, 2007, between **POMEROY IT** SOLUTIONS, whose address is 3740 St. Johns Bluff Road South, Suite 19, Jacksonville, Florida 32224, 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".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above-referenced Agreement on January 13, 2004, as amended August 17, 2004, July 15, 2006, February 12, 2007, and March 13, 2007, for lease of computer hardware; 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 23 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 1 of the Lease Agreement is hereby amended to read:

SECTION 1. EQUIPMENT COVERED AND TERM.

(a) LESSOR agrees to lease to COUNTY for its exclusive use the Equipment listed on the attached Schedule A and described in Schedules B and C, hereafter made a part of this Lease Agreement. All leased

Equipment shall be new equipment.

(b) This Lease Agreement will become effective with respect to each piece of Equipment on the date the Equipment is installed and accepted by COUNTY, as reflected on Schedule A relating to the Equipment, and shall continue for the term specified herein unless terminated earlier as provided in this Lease Agreement. Lease payments shall commence as shown on Schedule A upon acceptance of the Agreement.

(c) Acceptance of a piece of Equipment constitutes COUNTY's acknowledgement by which COUNTY assents to possession of the Equipment. Acceptance of Equipment will be evidence by the execution of an Acceptance Certification.

(đ) The term of this Lease Agreement shall commence upon execution of the Lease Agreement by COUNTY and shall run for a term of three (3) or four (4) years with one (1) three (3) or four (4) year option, and one (1) five (5) year option for printers, to purchase from the date that each Delivery and Acceptance is executed by the COUNTY per each item, except for laptop computers, for which the term is two (2) or three (3) years from the date of Delivery and Acceptance, unless sooner terminated in accordance with the terms of this Lease Agreement. The parties recognize that COUNTY is a political subdivision of the State Government, and thus, Section 12 of this Lease Agreement is required and set forth herein. This Lease Agreement shall remain in full force and lease item is terminated or expires effect until the last At the sole option of COUNTY, leases or notwithstanding the above. portions of equipment thereof which remain open pursuant to this Agreement as of January 1, 2008, may be individually extended for one additional year at costs as listed on Exhibit D, attached hereto.

(e) For the purpose of this Lease Agreement, the term "Equipment" as used throughout this Lease Agreement shall mean the equipment identified in Schedule A and subsequent Schedules together with all replacement parts, additions, accessories, alterations, and repairs incorporated therein or affixed thereto.

(f) All right, title, and interest in and to each item of the Equipment for the original lease term shall be vested in COUNTY immediately upon its acceptance of each item of Equipment. All right, title, and interest in and to each item of the Equipment from and after the original lease term shall transfer to LESSOR unless COUNTY exercises the option to purchase the Equipment at the end of this Agreement.

(g) This Lease Agreement and its Exhibits may not be amended except by a writing executed with the same formality as this Lease Agreement.

(h) The parties agree to all the terms and conditions of this Lease Agreement and each Exhibit, including those terms, conditions, rates, and discounts as contained in the Exhibits and Schedules attached to and incorporated within this Agreement. In the event of a conflict between the terms and conditions as expressed in this Agreement and the terms and conditions as expressed in the Exhibits attached to this Agreement, those terms and conditions expressed in this Agreement shall prevail. The Equipment will not be used for personal, family, or household purposes and shall be used for governmental purposes only.

(i) Insofar as applicable, and as permitted by law, LESSOR will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation, Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest component of rental payments from gross income for the purpose of federal income taxation.

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.

POMEROY IT SOLUTIONS

| Witness | By: |
|---|---|
| Print Name Witness Print Name | Print Name Title: Date: |
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | By: CARLTON HENLEY, Chairman |
| 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 | |

Attachment: Exhibit D - Lease Extension Information

AEC:jjr 09/17/07; 9/20/07 P:\Users\jroyal\Purchasing 2007\Agreements\RFP-4190-5th Amd.doc

EXHIBIT D

Seminole County Lease Extension Information

.

All Leases Open 1/1/08 extended for 12 months

(data as of 8/21/07)

| <u>Lease#</u> | <u>Term</u> | Start Date | Maturity Date | ļ | <u>Equip. Cost</u> | nual Maturing <u>Lease Amts</u> | otal Current ments Due <u>in 2008</u> | Lea | Fotal New se Extended yments Due <u>in 2008</u> |
|---------------|-------------|------------|---------------|----|--------------------|------------------------------------|---|-----|--|
| TF14530-90 | 36 | 01/01/05 | 1/1/2008 | \$ | 71,578.20 | | \$ 1,368.39 | \$ | 1,368.39 |
| TF14530-92 | 36 | 01/01/05 | 01/01/08 | \$ | 54,852.00 | | \$ 1,603.24 | \$ | 1,603.24 |
| TF14530-93 | 36 | 03/01/05 | 03/01/08 | \$ | 82,830.55 | | \$ 4,890.36 | \$ | 3,912.29 |
| TF14530-95 | 36 | 02/01/05 | 02/01/08 | \$ | 128,489.55 | | \$ 7,176.14 | \$ | 5,740.91 |
| TF14530-91 | 36 | 03/02/05 | 03/01/08 | \$ | 82,964.00 | | \$ 4,870.41 | \$ | 3,896.33 |
| 61959000 | 36 | 06/22/05 | 06/21/08 | \$ | 156,190.99 | | \$ 26,381.82 | \$ | 23,127.55 |
| 14530101 | 36 | 06/01/05 | 06/01/08 | \$ | 190,262.00 | | \$ 30,156.43 | \$ | 26,167.38 |
| TF14530-98 | 36 | 04/01/05 | 04/01/08 | \$ | 154,283.78 | | \$ 15,883.21 | \$ | 12,706.57 |
| TF14530-97 | 36 | 04/11/05 | 04/10/08 | \$ | 33,103.51 | | \$ 3,199.23 | \$ | 2,559.38 |
| 61923000 | 36 | 07/01/05 | 07/01/08 | \$ | 140,014.64 | | \$ 25,071.69 | \$ | 22,335.83 |
| 62685000 | 36 | 08/01/05 | 08/01/08 | \$ | 162,549.37 | | \$ 35,878.65 | \$ | 28,039.13 |
| 62700000 | 36 | 08/01/05 | 08/01/08 | \$ | 190,904.69 | | \$ 41,808.51 | \$ | 31,226.29 |
| 62796000 | 36 | 08/01/05 | 08/01/08 | \$ | 108,350.94 | | \$ 24,880.97 | \$ | 17,824.81 |
| 62961000 | 36 | 08/01/05 | 08/01/08 | \$ | 77,194.79 | | \$ 17,115.84 | \$ | 12,768.36 |
| 63466000 | 36 | 08/01/05 | 08/01/08 | \$ | 92,704.41 | | \$ 20,760.08 | \$ | 14,943.78 |
| 61661000 | 36 | 09/01/05 | 09/01/08 | \$ | 138,153.46 | | \$ 36,056.43 | \$ | 26,578.91 |
| 63346000 | 36 | 09/01/05 | 09/01/08 | \$ | 89,970.72 | | \$ 21,262.38 | \$ | 15,254.02 |
| 64037000 | 36 | 09/01/05 | 09/01/08 | \$ | 21,249.94 | | \$ 5,467.11 | \$ | 4,047.10 |
| 64099000 | 36 | 09/01/05 | 09/01/08 | \$ | 221,461.36 | | \$ 55,368.24 | \$ | 41,254.71 |
| 64550000 | 36 | 09/01/05 | 09/01/08 | \$ | 65,549.00 | | \$ 17,058.85 | \$ | 12,144.50 |
| 64555000 | 36 | 10/01/05 | 10/01/08 | \$ | 46,162.00 | | \$ 13,470.28 | \$ | 9,328.97 |
| 64596000 | 36 | 12/01/05 | 12/01/08 | \$ | 81,577.40 | In 2008 | \$ 26,933.52 | \$ | 16,901.91 |
| 64716000 | 36 | 12/01/05 | 12/01/08 | \$ | 68,876.00 | \$ 2,459,273.30 | \$ 22,644.52 | \$ | 13,928.42 |
| 65290000 | 36 | 02/01/06 | 02/01/09 | \$ | 40,670.00 | | \$ 14,291.52 | \$ | 8,876.98 |
| 66561000 | 36 | 01/01/06 | 01/01/09 | \$ | 11,884.00 | | \$ 4,378.08 | \$ | 2,572.78 |
| 65264000 | 36 | 02/01/06 | 02/01/09 | \$ | 76,069.00 | | \$ 26,797.12 | \$ | 16,845.49 |

| | | | | | | | • | ~ ~ ~ ~ ~ ~ ~ ~ |
|------------|----|----------|----------|--------------------|--------------------|------------------|----|-----------------|
| 65690000 | 36 | 03/01/06 | 03/01/09 | \$ 90,183.28 | | \$ 31,661.00 | \$ | 20,614.86 |
| 64556000 | 36 | 02/01/06 | 02/01/09 | \$ 45,574.84 | | \$ 16,151.40 | \$ | 9,894.62 |
| 65688000 | 36 | 03/01/06 | 03/01/09 | \$ 222,526.25 | | \$ 77,771.44 | \$ | 51,601.36 |
| 65691000 | 36 | 03/01/06 | 03/01/09 | \$ 171,338.65 | | \$ 60,506.96 | \$ | 38,984.94 |
| 65920000 | 36 | 03/01/06 | 03/01/09 | \$ 47,975.26 | | \$ 16,954.56 | \$ | 10,847.39 |
| 69131000 | 36 | 05/01/06 | 05/01/09 | \$ 149,093.01 | | \$ 51,500.04 | \$ | 35,549.79 |
| 71114000 | 36 | 05/01/06 | 05/01/09 | \$ 40,262.43 | | \$ 14,081.28 | \$ | 9,749.38 |
| 73257000 | 36 | 06/01/06 | 06/01/09 | \$ 44,480.28 | | \$ 15,495.92 | \$ | 11,569.57 |
| 65265000 | 36 | 06/01/06 | 06/01/09 | \$ 96,965.00 | | \$ 34,757.56 | \$ | 24,152.45 |
| 70121000 | 36 | 06/01/06 | 06/01/09 | \$ 46,002.88 | | \$ 16,158.44 | \$ | 11,929.74 |
| 68528000 | 36 | 07/01/06 | 07/01/09 | \$ 38,716.96 | | \$ 13,656.72 | \$ | 10,060.72 |
| 68800000 | 36 | 07/01/06 | 07/01/09 | \$ 49,953.93 | In 2009 | \$ 17,472.44 | \$ | 13,561.81 |
| 72758000 | 36 | 07/01/06 | 07/01/09 | \$ 64,441.65 | \$ 1,244,749.29 | \$ 22,472.68 | \$ | 17,121.99 |
| 77734000 | 36 | 01/01/07 | 01/01/10 | \$ 51,096.00 | | \$ 18,034.72 | \$ | 15,590.75 |
| 74538000 | 36 | 01/01/07 | 01/01/10 | \$ 91,239.14 | | \$ 31,631.40 | \$ | 26,578.58 |
| 76566000 | 36 | 01/01/07 | 01/01/10 | \$ 24,475.00 | | \$ 8,652.88 | \$ | 7,864.85 |
| TF14530-85 | 60 | 10/01/04 | 10/01/09 | \$ 8,611.87 | | \$ 2,022.08 | \$ | 1,533.59 |
| 78808000 | 36 | 01/01/07 | 01/01/10 | \$ 66,631.34 | | \$ 23,477.56 | \$ | 21,522.05 |
| TF14530-89 | 60 | 01/01/05 | 01/01/10 | \$ 64,151.23 | | \$ 15,062.72 | \$ | 12,177.42 |
| TF14530-96 | 60 | 03/01/05 | 03/01/10 | \$ 26,478.65 | | \$ 6,217.20 | \$ | 4,968.90 |
| TF14530-99 | 60 | 05/01/05 | 05/01/10 | \$ 121,703.69 | | \$ 28,576.04 | \$ | 23,055.94 |
| 74819000 | 36 | 04/01/07 | 04/01/10 | \$ 83,203.00 | | \$ 29,326.60 | \$ | 24,888.25 |
| 75975000 | 36 | 04/01/07 | 04/01/10 | \$ 51,685.04 | | \$ 18,217.32 | \$ | 15,460.33 |
| 76210000 | 36 | 04/01/07 | 04/01/10 | \$ 63,985.94 | | \$ 22,637.80 | \$ | 19,325.28 |
| 76933000 | 36 | 04/01/07 | 04/01/10 | \$ 131,331.07 | | \$ 45,686.44 | \$ | 39,319.64 |
| 79356000 | 36 | 04/01/07 | 04/01/10 | \$ 45,202.00 | | \$ 15,993.48 | \$ | 13,511.31 |
| 80169000 | 36 | 04/01/07 | 04/01/10 | \$ 59,435.29 | | \$ 21,002.60 | \$ | 18,344.39 |
| 83603000 | 36 | 04/01/07 | 04/01/10 | \$ 44,556.93 | | \$ 15,532.76 | \$ | 13,454.95 |
| 86074000 | 36 | 04/01/07 | 04/01/10 | \$ 63,492.20 | | \$ 22,294.12 | \$ | 19,833.18 |
| 86105000 | 36 | 04/01/07 | 04/01/10 | \$ 57,391.89 | | \$ 20,034.92 | \$ | 17,882.91 |
| 86326000 | 36 | 04/01/07 | 04/01/10 | \$ 43,560.00 | | \$ 15,011.16 | \$ | 13,892.03 |
| TF14530-94 | 60 | 04/01/05 | 04/01/10 | \$ 34,067.29 | | \$ 7,999.00 | \$ | 6,610.49 |
| 64124000 | 60 | 09/01/05 | 09/01/10 | \$ 34,058.02 | | \$ 7,996.84 | \$ | 6,908.73 |
| 64134000 | 60 | 09/01/05 | 09/01/10 | \$ 1,537,763.82 | | \$ 361,067.04 | \$ | 316,081.71 |
| 90381000 | 36 | 07/01/07 | 07/01/10 | \$ 60,027.88 | | \$ 21,454.56 | \$ | 20,262.92 |
| 92427000 | 36 | 07/01/07 | 07/01/10 | \$ 28,156.00 | ln 2010 | \$ 9,967.28 | \$ | 9,418.43 |
| 96998000 | 36 | 07/01/07 | 07/01/10 | \$ 17,032.00 | \$ 3,079,562.85 | \$ 5,998.88 | \$ | 5,802.92 |
| | | | | | | | | |

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| 67966000 | 60 | 04/01/06 | 04/01/11 | \$ 62,500.26 | | \$ 14,675.08 | \$ 12,872.23 |
|----------|----|----------|----------|------------------|--------------------|--------------------|--------------------|
| 68243000 | 60 | 05/01/06 | 05/01/11 | \$ 51,982.85 | | \$ 12,205.56 | \$ 11,058.32 |
| 67967000 | 60 | 06/01/06 | 06/01/11 | \$ 64,496.94 | | \$ 15,143.88 | \$ 14,120.12 |
| 69879000 | 60 | 07/01/06 | 07/01/11 | \$ 138,765.44 | • | \$ 32,582.12 | \$ 31,018.18 |
| 72215000 | 60 | 07/01/06 | 07/01/11 | \$ 72,451.77 | ln 2011 | \$ 17,011.68 | \$ 16,529.04 |
| 72612000 | 60 | 07/01/06 | 08/01/11 | \$ 31,020.07 | \$ 421,217.33 | \$ 7,283.52 | \$ 6,585.96 |
| 66562000 | 72 | 01/01/06 | 01/01/12 | \$ 70,513.00 | | \$ 14,300.04 | \$ 13,636.58 |
| 76721000 | 60 | 01/01/07 | 01/01/12 | \$ 24,743.75 | | \$ 5,809.84 | \$ 5,498.44 |
| 79395000 | 60 | 01/01/07 | 01/01/12 | \$ 23,474.96 | | \$ 5,511.92 | \$ 5,470.56 |
| 78777000 | 60 | 04/01/07 | 04/01/12 | \$ 42,464.00 | | \$ 9,970.56 | \$ 9,678.43 |
| 80788000 | 60 | 04/01/07 | 04/01/12 | \$ 8,440.86 | | \$ 1,981.92 | \$ 1,963.98 |
| 81390000 | 60 | 04/01/07 | 04/01/12 | \$ 84,647.22 | | \$ 19,875.16 | \$ 19,380.23 |
| 90149000 | 60 | 07/01/07 | 07/01/12 | \$ 138,585.21 | ln 2012 | \$ 33,455.24 | \$ 33,324.43 |
| 92234000 | 60 | 07/01/07 | 07/01/12 | \$ 45,108.91 | \$ 437,977.91 | \$ 10,891.48 | \$ 10,763.30 |
| 92223000 | 36 | 07/01/07 | 07/01/10 | \$ 9,215.35 | | \$ 3,310.12 | \$ 2,964.77 |
| 93596000 | 36 | 10/01/07 | 10/01/10 | \$ 136,970.86 | | \$ 49,191.40 | \$ 43,950.75 |
| 96752000 | 36 | 10/01/07 | 10/01/10 | \$ 132,653.22 | | \$ 46,985.32 | \$ 43,403.47 |
| | | | | | \$ 7,642,780.68 | \$ 1,967,493.70 | \$ 1,598,100.96 |
| | | | | | | | |

| +Est Replacmnt | Costs Total | \$ \$ | 342,917.56 2,310,411.26 | - 1,598,100.96 |
|----------------|----------------|----------|-----------------------------------|-------------------|
| | Annual Savings | | | \$ 712,310.30 |

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TOTAL SAVINGS 2008-2012

\$ 1,146,205.77

| Total Current Payments Due <u>in 2009</u> | nts Due Payments Due | | Total Current Payments Due <u>in 2010</u> \$- | Lease Paym | tal New Extended nents Due 1 2010 | Total Currer Payments D <u>in 2011</u> \$- | Total Current Payments Due <u>in 2012</u> |
|--|--|--|--|---------------------|--|---|---|
| \$ 1,786.38 \$ 147.04 \$ 3,945.00 | \$ 1 \$ 1 \$ 1 \$ 2 \$ 2 \$ 1 \$ 2 \$ 1 \$ 1 \$ 1 \$ 1 \$ 3 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 1 \$ 2 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 | 978.07 1,435.23 974.08 1,563.78 3,083.69 3,176.64 639.85 1,167.92 1,029.34 3,419.72 3,368.61 9,576.27 1,207.84 9,934.18 1,440.51 3,035.32 0,941.03 9,108.38 6,996.72 6,901.91 3,928.42 8,876.98 2,572.78 6,845.49 | \$ - | 69 69 69 | 2,219.25 4,211.37 | \$ - | |

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| \$ 5,716.50 | \$ 20,614.86 | | \$ 5,153.72 |
|------------------|------------------|------------------|------------------|
| \$ 1,749.48 | \$ 9,894.62 | | \$ 2,473.65 |
| \$ 14,258.14 | \$ 51,601.36 | | \$ 12,900.34 |
| \$ 10,252.71 | \$ 38,984.94 | | \$ 9,746.23 |
| \$ 2,872.74 | \$ 10,847.39 | | \$ 2,711.85 |
| \$ 18,024.78 | \$ 35,549.79 | | \$ 17,774.90 |
| \$ 5,358.91 | \$ 9,749.38 | | \$ 4,874.69 |
| \$ 7,575.80 | \$ 11,569.57 | | \$ 5,784.78 |
| \$ 14,965.03 | \$ 24,152.45 | | \$ 12,076.22 |
| \$ 8,034.34 | \$ 11,929.74 | | \$ 5,964.87 |
| \$ 6,903.82 | \$ 10,060.72 | | \$ 5,030.36 |
| \$ 9,901.35 | \$ 13,561.81 | | \$ 6,780.90 |
| \$ 11,798.49 | \$ 17,121.99 | | \$ 8,560.99 |
| \$ 20,238.96 | \$ 15,590.75 | | \$ 15,590.75 |
| \$ 31,894.99 | \$ 26,578.58 | | \$ 26,578.58 |
| \$ 10,575.74 | \$ 7,864.85 | | \$ 7,864.85 |
| \$ 1,572.48 | \$ 1,533.59 | | \$ 1,150.19 |
| \$ 23,477.56 | \$ 21,522.05 | \$ 5,608.53 | \$ 21,522.05 |
| \$ 15,062.72 | \$ 12,177.42 | \$ 795.04 | \$ 12,177.42 |
| \$ 6,217.20 | \$ 4,968.90 | \$ 1,260.71 | \$ 4,968.90 |
| \$ 28,576.04 | \$ 23,055.94 | \$ 10,795.39 | \$ 23,055.94 |
| \$ 29,326.60 | \$ 24,888.25 | \$ 7,738.96 | \$ 24,888.25 |
| \$ 18,217.32 | \$ 15,460.33 | \$ 4,807.35 | \$ 15,460.33 |
| \$ 22,637.80 | \$ 19,325.28 | \$ 5,973.86 | \$ 19,325.28 |
| \$ 45,686.44 | \$ 39,319.64 | \$ 11,657.42 | \$ 39,319.64 |
| \$ 15,993.48 | \$ 13,511.31 | \$ 4,087.20 | \$ 13,511.31 |
| \$ 21,002.60 | \$ 18,344.39 | \$ 7,059.24 | \$ 18,344.39 |
| \$ 15,532.76 | \$ 13,454.95 | \$ 4,271.23 | \$ 13,454.95 |
| \$ 22,294.12 | \$ 19,833.18 | \$ 8,174.51 | \$ 19,833.18 |
| \$ 20,034.92 | \$ 17,882.91 | \$ 7,902.66 | \$ 17,882.91 |
| \$ 15,011.16 | \$ 13,892.03 | \$ 6,212.95 | \$ 13,892.03 |
| \$ 7,999.00 | \$ 6,610.49 | \$ 2,221.94 | \$ 6,610.49 |
| \$ 7,996.84 | \$ 6,908.73 | \$ 5,665.48 | \$ 6,908.73 |
| \$ 361,067.04 | \$ 316,081.71 | \$ 268,795.36 | \$ 316,081.71 |
| \$ 21,454.56 | \$ 20,262.92 | \$ 14,958.60 | \$ 20,262.92 |
| \$ 9,967.28 | \$ 9,418.43 | \$ 6,644.85 | \$ 9,418.43 |
| \$ 5,998.88 | \$ 5,802.92 | \$ 4,332.52 | \$ 5,802.92 |
| | | | |

| \$ 1,242.22 |
|------------------|
| \$ 11,527.97 |
| \$ 6,222.06 |
| \$ 3,865.08 |
| \$ 4,831.32 |
| \$ 9,829.91 |
| \$ 3,377.83 |
| \$ 4,586.10 |
| \$ 3,363.74 |
| \$ 4,958.29 |
| \$ 4,470.73 |
| \$ 3,473.01 |
| \$ 1,652.62 |
| \$ 5,181.55 |
| \$ 237,061.28 |
| \$ 10,131.46 |
| \$ 4,709.22 |
| \$ 2,901.46 |
| |

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| \$ | 14,675.08 | \$ 12,872.23 | \$ 14,675.08 | \$ 12,872.23 | \$ 1,061.13 | \$ 12,872.23 | |
|----|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$ | 12,205.56 | \$ 11,058.32 | \$ 12,205.56 | \$ 11,058.32 | \$ 4,103.68 | \$ 11,058.32 | |
| \$ | 15,143.88 | \$ 14,120.12 | \$ 15,143.88 | \$ 14,120.12 | \$ 6,563.26 | \$ 14,120.12 | |
| \$ | 32,582.12 | \$ 31,018.18 | \$ 32,582.12 | \$ 31,018.18 | \$ 16,472.71 | \$ 31,018.18 | |
| \$ | 17,011.68 | \$ 16,529.04 | \$ 17,011.68 | \$ 16,529.04 | \$ 9,830.26 | \$ 16,529.04 | |
| \$ | 7,283.52 | \$ 6,585.96 | \$ 7,283.52 | \$ 6,585.96 | \$ 3,804.78 | \$ 6,585.96 | |
| \$ | 14,300.04 | \$ 13,636.58 | \$ 14,300.04 | \$ 13,636.58 | \$ 14,300.04 | \$ 13,636.58 | 477.85 |
| \$ | 5,809.84 | \$ 5,498.44 | \$ 5,809.84 | \$ 5,498.44 | \$ 5,826.98 | \$ 5,498.44 | |
| \$ | 5,511.92 | \$ 5,470.56 | \$ 5,511.92 | \$ 5,470.56 | \$ 5,511.92 | \$ 5,470.56 | 1,317.74 |
| \$ | 9,970.56 | \$ 9,678.43 | \$ 9,970.56 | \$ 9,678.43 | \$ 9,970.56 | \$ 9,678.43 | 2,798.30 |
| \$ | 1,981.92 | \$ 1,963.98 | \$ 1,981.92 | \$ 1,963.98 | \$ 1,981.92 | \$ 1,963.98 | 733.21 |
| \$ | 19,875.16 | \$ 19,380.23 | \$ 19,875.16 | \$ 19,380.23 | \$ 19,875.16 | \$ 19,380.23 | 5,963.55 |
| \$ | 33,455.24 | \$ 33,324.43 | \$ 33,455.24 | \$ 33,324.43 | \$ 33,455.24 | \$ 33,324.43 | 19,051.92 |
| \$ | 10,891.48 | \$ 10,763.30 | \$ 10,891.48 | \$ 10,763.30 | \$ 10,891.48 | \$ 10,763.30 | 5,809.79 |
| \$ | 3,310.12 | \$ 2,964.77 | \$ 1,967.68 | \$ 2,964.77 | | \$ 1,482.38 | |
| \$ | 49,191.40 | \$ 43,950.75 | \$ 37,850.05 | \$ 43,950.75 | | \$ 32,963.06 | |
| \$ | 46,985.32 | \$ 43,403.47 | \$ 37,979.80 | \$ 43,403.47 | | \$ 32,552.60 | |
| \$ | 1,201,311.84 | \$ 1,484,349.70 | \$ 667,459.33 | \$ 1,062,389.07 | \$ 143,649.12 | \$ 582,283.72 | 36,152.36 |
| | | | | | | | |
| \$ | 859,401.18 | \$ 342,917.56 | 1,462,377.10 | \$ 859,401.18 | \$ 1,950,520.91 | \$ 1,462,377.10 | \$ 1,666,337.29 |
| \$ | 2,060,713.02 | \$ 1,827,267.26 | \$ 2,129,836.43 | \$ 1,921,790.25 | \$ 2,094,170.03 | \$ 2,044,660.82 | 1,702,489.65 |
| | | | | | | | 342,917.56 |
| | | \$ 233,445.76 | | \$ 208,046.18 | | \$ 49,509.21 | 2,045,407.21 |
| | | | | | | | the 2008 leases |
| | | | | | | | are maturing, so |
| | | | | | | | the \$342k replace |
| | | | | | | | matured equipmer |
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Total New Lease Extended Payments Due <u>in 2012</u>

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3,218.06 5,529.16 7,060.06 15,509.09 8,264.52 4,939.47 13,636.58 5,498.44 5,470.56 12,098.03 2,454.98 24,225.29 33,324.43 10,763.30

151,991.98

\$ 1,950,520.91 2,102,512.89

2,102,512.89

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(57,105.68)

Seminole County Lease Maturities

| | 2008 | 2009 | 2010 | 2011 | 2012 |
|--------------------|-----------------|-----------------|-----------------|------------------|------------------|
| Equipment Maturing | \$ 2,459,273.30 | \$ 1,244,749.29 | \$ 3,079,562.85 | \$ 421,217.33 | \$ 437,977.91 |

Existing Structure

| Est Pmts for replacement Equip* | 2008 | 2009 | 2010 | 2011 | | 2012 |
|---|------------------|------------------|--------------------|--------------------|-----------|--------------|
| 2008 \$2,459,273.30 = \$171,458.78/qrtr | \$ 342,917.56 | \$ 685,835.12 | \$ 685,835.12 | \$ 685,835.12 | \$ | 342,917.56 |
| 2009 \$1,244,749.29 = \$86,783.03/qrtr | | \$ 173,566.06 | \$ 347,132.12 | \$ 347,132.12 | \$ | 347,132.12 |
| 2010 \$3,079,562.85 = \$214,704.93/qtr | | | \$ 429,409.86 | \$ 858,819.72 | \$ | 858,819.72 |
| 2011 \$421,217.33 = \$29,366.97/qrtr | | | | \$ 58,733.95 | <u>\$</u> | 117,467.89 |
| | \$ 342,917.56 | \$ 859,401.18 | \$ 1,462,377.10 | \$ 1,950,520.91 | \$ | 1,666,337.29 |

Extended Structure

| Est Pmts for replacement Equip* | 2008 | | 2009 | 2010 | 2011 | | 2012 |
|---|------|------|------------|------------------|--------------------|-----------|--------------|
| 2008 | | 0 | | | | | |
| 2009 \$2,459,273.30 = \$171,458.78/qrtr | | \$ | 342,917.56 | \$ 685,835.12 | \$ 685,835.12 | \$ | 685,835.12 |
| 2010 \$1,244,749.29 = \$86,783.03/qrtr | | | | \$ 173,566.06 | \$ 347,132.12 | \$ | 347,132.12 |
| 2011 \$3,079,562.85 = \$214,704.93/qrtr | | | | | \$ 429,409.86 | \$ | 858,819.72 |
| 2012 \$421,217.33 = \$29,366.97/qrtr | | | | | | <u>\$</u> | 58,733.95 |
| | \$ | - \$ | 342,917.56 | \$ 859,401.18 | \$ 1,462,377.10 | \$ | 1,950,520.91 |

*Pmts calculated on 48 month term, 6% interest rate, quarterly pmts, with two qrtrs due in the first year, and 2 in the last

| | 2013 | | 2014 | 2015 |
|----------------|--|----------|--------------------------|-----------------|
| \$ \$ \$ | 173,566.06 858,819.72 117,467.89 | \$ \$ | 429,409.86 117,467.89 | \$ 58,733.95 |
| \$ | 1,149,853.67 | \$ | 546,877.75 | \$ 58,733.95 |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Construction Contract: CC-2324-07/JVP - Wekiva Springs Rd-Fox Valley Drive</u> Improvements

| DEPARTMENT: Administrative Services | DIVISION: Purchasing and Contracts |
|-------------------------------------|------------------------------------|
| | |

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry EXT: 7114

MOTION/RECOMMENDATION:

Award CC-2324-07/JVP in the amount of \$1,678,000.00 to Gibbs & Register, Inc of Winter Garden, Florida for improvements to Wekiva Springs Rd - Fox Valley Dr. to Orange County Line. Work to include but not be limited to intersection improvements, sidewalks, pedestrian bridges and milling and resurfacing.

County-wide

Ray Hooper

BACKGROUND:

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

This project will provide for a new 8 foot wide sidewalk installed on the north side of the roadway for approximately 2.6 miles from Sweetwater Blvd to the entrance to Wekiva Springs State Park, a 5 foot wide sidewalk installed on the south side of the roadway for approximately 0.9 miles between Hunt Club Blvd and the Orange County line, and two new pedestrian bridges on the North and South side of the roadway to be installed over Sweetwater Cove just east of Sweetwater Cove Blvd. This project will also provide for an intersection improvement to be constructed at Wekiva Springs Rd and Riverbend Boulevard/Sweetwater Boulevard to extend the length of the eastbound and westbound left turn lanes and another intersection improvement to be constructed at Wekiva Springs Rd and Sweetwater Cove Boulevard to widen the roadway and establish a better queuing area for vehicles exiting Sweetwater Cove Boulevard. In addition, the portion of roadway approximately 0.25 miles in length between Hunt Club Boulevard and the eastern entrance to First Baptist Church of Sweetwater will be milled and resurfaced to correct cross slope issues and to improve the condition of the pavement, and swales will be established in this section to improve the drainage of the roadway.

This project was publicly advertised and the County received seven (7) bids of which six (6) bids were determined to be responsive. The Review Committee consisting of Brett Blackadar, Project Engineer and William Glennon, Engineer, both of Public Works, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Gibbs & Register, Inc. in the amount of \$1,678,000.00. The completion time for this

project is 270 days for substantial plus 30 days to final for a total of 300 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for Engineering - Roads, ENG-Wekiva Springs Rd (077541.560670, CIP#00192008).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2324-07/JVP in the amount of \$1,678,000.00 to Gibbs & Register, Inc of Winter Garden, Florida for improvements to Wekiva Springs Rd - Fox Valley Dr. to Orange County Line. Work to include but not be limited to intersection improvements, sidewalks, pedestrian bridges and milling and resurfacing.

ATTACHMENTS:

- 1. CC-2324-07_JVP Award Agreement to Gibbs & Register
- 2. CC-2324-07_JVP Agenda Backup

Additionally Reviewed By:

County Attorney Review (Ann Colby)

ROAD IMPROVEMENT SERVICES AGREEMENT WEKIVA SPRINGS ROAD - FOX VALLEY DRIVE (CC-2324-07/JVP)

THIS AGREEMENT is dated as of the _____ day of ______ 20___, by and between GIBBS & REGISTER, INC., duly authorized to conduct business in the State of Florida, whose address is 232 South Dillard Street, Winter Garden, Florida 34787, hereinafter called "CONTRACTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified in Exhibit A, Technical Specifications, attached hereto, the solicitation package and any addenda thereto, and as indicated in the Contract Documents. The Work is generally described as Road Improvement: Wekiva Springs Road - Fox Valley Drive.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean **MSCW, INC.**, whose address is 4750 New Broad Street, Suite 100, Orlando, Florida 32814.

(b) "CEI" is COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services, **BERMELLO, AJAMIL & PARTNERS, INC.**, whose address is 2601 S. Bayshore Drive, Tenth Floor, Miami, Florida 33133.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within TWO HUNDRED SEVENTY (270) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within THIRTY (30) calendar days after the actual date of Substantial Completion.

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

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule. (e) In the event that the Work requires phased construction, . then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is ONE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,678,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

acknowledges that CONTRACTOR studied, (C) CONTRACTOR considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

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

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by

COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

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

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

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

(f) CONTRACTOR has given ENGINEER written notice of all

conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

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

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

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares

and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

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

(1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes

temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

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

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and

(4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

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

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract

Documents;

(6) General Conditions;

(7) Supplementary Conditions including any utilityspecific forms provided by County's Utility Division;

- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and

Complete);

- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

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

SECTION 9. LIQUIDATED DAMAGES.

COUNTY and CONTRACTOR recognize that time is essential to (a) the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the specified below, plus any Conditions within the time General extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$2,900.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may

include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

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

SECTION 10. MISCELLANEOUS.

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

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

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents. SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Public Works/Engineering 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773

For CONTRACTOR:

Gibbs & Register, Inc. 232 South Dillard Street Winter Garden, Florida 34787

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action

that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

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

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

(b) Upon a material breach of the Contract Documents related to

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

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

By:_

JOANNE G. REGISTER, Secretary

REX D. HUFFMAN, President

(CORPORATE SEAL)

(County Signature Page Follows)

Date:

Gibbs & Register Inc. CC-2324-07/JVP 16 of 34 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

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:_

CARLTON HENLEY, Chairman

Date:_____

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

County Attorney

legal sufficiency.

Attachment: Exhibit A - Technical Specifications Exhibit B - Bid Form Exhibit C - Trench Safety Act Exhibit D - American with Disabilities Act Affidavit AEC:jjr

9/19/07

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Gibbs & Register Inc. CC-2324-07/JVP 17 of 34

Exhibit A

Seminole County Board of County Commissioners Construction Contract

SCOPE OF SERVICES CC-2324-07/JVP Wekiva Springs Rd-Fox Valley Dr. Improvements

Scope of Services: Contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary to improve Wekiva Springs Rd-Fox Valley Dr. to County Line. Work to include but not limited to intersection improvements, sidewalks, pedestrian bridges and milling and resurfacing with emphasis on highly aesthetic quality finished product.

Gibbs & Register Inc. CC-2324-07/JVP 18 of 34

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: WEKIVA SPRINGS RD-FOX VALLEY DRIVE IMPROVEMENTS COUNTY CONTRACT NO. CC-2324-07/JVP

| Name of Bidder: | GIBBS & REGISTER, INC. |
|--------------------------|--|
| Mailing Address: | 232 S. DILLARD ST., WINTER GARDEN, FL. 34787 |
| Street Address: | SAME AS ABOVE |
| City/State/Zip: | SAME AS ABOVE |
| Phone Number: (407 | _)654–6133 |
| FAX Number: (407 |)654-6134 |
| Contractor License Numb | er:CGCA06294 |

TO: Purchasing and Contracts Division of Seminole County, Florida

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

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

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

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

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

Gibbs & Register Inc.BID FORMCC-2324-07/JVP00100-106/2007Wekiva Springs Rd-Fox Valley Dr. ImprovementsCC-2324-07/JVP

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

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

BID FORM

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

| TOTAL AMOUNT OF BID | \$ 1,678,000.00 | |
|---------------------|---|-----|
| | Numbers | |
| One Million Six Hu | ndred Seventy-Eight Thousand Bollars and Zero cen | ,ts |

(IN WORDS)

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

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any. Section 00150 - Trench Safety Act Form Section 00160 - Bidder Information Forms (Including W-9) Section 00300 - Non-Collusion Affidavit of Bidder Form Section 00310 - Certification of Nonsegregated Facilities Form Section 00630 - Americans with Disabilities Act Form Drug Free Workplace Form Public Entity Crimes Form

| | Gibbs & Register Inc. | |
|----------|---|----------------|
| BID FORM | CC-2324-07/JVP 20 of 34 Wekiva Springs Rd-Fox Valley Dr. Improvements | 00100-2 |
| 06/2007 | Wekiva Springs Rd-Fox Valley Dr. Improvements | CC-2324-07/JVP |

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this <u>8TH</u> day of <u>AUGUST</u>, 20<u>07</u>.

GIBBS & REGISTER, INC. (Name of BIDDER)

| (Olki | |
|--------------------|---------------------------|
| (Signature of pers | on signing this BID FORM) |
| REX D. | HUFFMAN |

(Printed name of person signing this BID FORM)

PRESIDENT (Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND EQUAL TO 5% OF TOTAL BID AMOUNT

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

BID FORM 06/2007

Gibbs & Register Inc. CC-2324-07/JVP 00100-3 Wekiva Springs Rd-Fox¹Vafiley Dr. Improvements CC-2324-07/JVP

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|----------|------|-------------------------|---|----------------------|-----------------------|
| 101-1 | LS | 1 | MOBILIZATION (8%) | | |
| | | | | 40,000. [∞] | 40,000.°° |
| 110-1-1 | LS | 1.0 | CLEARING AND GRUBBING | | |
| | | | | ෪෭෩ඁ | 85,0000 |
| 102-1 | LS | 1 | MAINTENANCE OF TRAFFIC (8%) | | ······ |
| | | | | | 30,000.∞ |
| 104-13-1 | LF | 2.800 | SILT FENCE STAKED (TYPE III) | | |
| | | | | 2.00 | 5,600.00 |
| 120-1 | CY | 822 | EXCAVATION REGULAR | | |
| | | | | 5.00 | 4,110,00 |
| 120-6 | CY . | 389 | EMBANKMENT | | |
| | | | | - 10.00 | 3,890,00 |
| 285-70-4 | SY | 1.581 | TYPE ABC-3 STABILIZATION 4" | | |
| | | | | _25.00 | 39,525.00 |
| 285-70-9 | SY | 969 | TYPE ABC-3 BASE COURSE 6" | | |
| | | | | 33.∞ | 31,977.00 |
| 327-70-1 | SY | 11.811 | MILLING EXIST ASPH PAVT (1° AVG DEPTH) | | |
| | | • | | . 4.00 | 47, 244.∞ |
| 331-2 | TN | 121 | ASPHALTIC CONCRETE TYPE S (3") | | |
| | · | | | _ 120.00 | 14,520.00 |
| 333-2-8 | TN | 707 | ASPHALTIC CONCRETE TYPE S-III | | |
| | | | · · | 105.00 | 74 235.00 |
| 337-7-3 | TN | 694 | ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (1") | | 74,235.∞ 104,100.∞ |
| | | | · · · · · · · · · · · · · · · · · · · | 150,00 | 104,100,00 |
| | | <u> </u> | | | · · · · |

Gibbs & Register Inc. CC-2324-07/JVP 22 of 34

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WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

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بالمحاود وستعرف وسترجز والمستر

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| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|----------|------|-------------------------|---|-------|-----------|
| 520-1-10 | ĻF | 598 | CONCRETE CURB & GUTTER (TYP 'F') | 2.00 | 15,548.°° |
| 522-1 | SY | 1.615 | CONCRETE SIDEWALK (4" THICK (INCLUDING COMPACTION) | 37.00 | 59,755.°° |
| 575-1-1 | SY | 4,887 | SODDING (BAHIA) | 3.00 | 14,661.00 |
| 575-1-4 | SY | 200 | SODDING (ST . AUGUSTINE) | 4,00 | 800. ° |

Gibbs & Register Inc. CC-2324-07/JVP 23 of 34

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BID FORM 00100-PAY ITEMS WORK ORDER#2

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WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY SIGNALIZATION PAY ITEMS **BID FORM**

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| ITEM NO. | UNIT | APPROXIMATE | (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-----------|------|-------------|---|---------------|----------|
| 630-1-12 | LF | 1,030 | CONDUN | 7.00 | 7, Z10.ª |
| 635-1-11 | EA | 8 | PULL AND JUNCTION BOXES | | 2,0.0 |
| | | | <u>.</u> | 350.® | Z,800.ª |
| 635-1-31 | EA | 10 | PULL AND JUNCTION BOXES (INSTALL) (PULL BOX) | | |
| | | | | 180.∞ | 1,800.° |
| 641-30 | EA | 1 | PRESTRESSED CONCRETE POLE (INSTALL) | 1,000.00 | 1,000.°C |
| 653-182 | AS | 1. | PEDESTRIAN SIGNALS (F81, LED, 2-WAY) | | |
| | | | | 1,800,00 | 1,800.°C |
| 659-107 | EA | 1 | SIGNAL HEAD AUXILIARIES (ALUMINUM PEDESTAL) | 1,100,00 | 1,100.00 |
| 660-2-102 | AS | 7 | LOOP ASSEMBLY (TYPE C. 6'x6') | | |
| | | | | හින.°° | 5,910.00 |
| 660-2-106 | AS | ***** | LOOP ASSEMBLY (TYPE F. 6'x40') | 850.00 | 5,950.00 |
| 565-11 | EA | 2 | PEDESTRIAN DETECTOR | | · |
| | | | | 180.∞ | 360.ª |
| 670-5-411 | PI | 2 | ACTUATED SOLID STATE CONTROLLER ASSEMBLY(MODIFIED | | 1,050.00 |
| 690-20 | EA | 2 | REMOVE PEDESTRIAN SIGNAL ASSEMBLY | | , |
| | | | | 35.00 | 70.00 |
| 690-70 | EA | 2 | REMOVE PEDESTRIAN DETECTOR ASSEMBLY | 35.00 | 70,00 |

Gibbs & Register Inc. CC-2324-07/JVP 24 of 34

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

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| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|-----------|------|-------------------------|---|----------|---------------|
| 700-40-1 | EA | 6 | SIGN. SINGLE POST (LESS THAN 12) | - 180,00 | 1,080.00 |
| 700-46-21 | ÉA | 3 | SIGN, EXISTING (RELOCATE) (SINGLE POST) | | |
| 706-3 | EA | 72 | | -/35,00 | 405.00 |
| / 00-3 | EA | 12 | RETRO-REFLECTIVE PAVMT MARKERS (RED/WHITE) | <u> </u> | 288.00 |
| 706-3 | EA | 123 | RETRO-REFLECTIVE PAVMT MARKERS (YELLOW) | 4.00 | <i>4</i> 92.∞ |
| 710-90 | LS | 1 | PAINTED PAVEMENT MARKINGS (FINAL SURFACE) | 5,520° | 5,500.00 |

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Gibbs & Register Inc. CC-2324-07/JVP 25 of 34

BID FORM 00100-PAY ITEMS WORK ORDER#2

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WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

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| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|------------|------|-------------------------|---|--------|----------|
| 711-4 | EA | 26 | DIRECTIONAL ARROWS, THERMOPLASTIC | | |
| | | | | 40.00 | 1,040.00 |
| 711-33 | LF | 748 | TRAFFIC STRIPE SKIP (WHITE) | | |
| | | | | - 1.00 | 748.00 |
| 711-34 | LF | 440 | TRAFFIC STRIPE SKIP (YELLOW) | | |
| | | | | - 1.00 | 440.00 |
| 711-35-61 | LF | 6,366 | TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (6") | | |
| | | | | /.∞ | 6,366.00 |
| 711-35-121 | LF | 492 | TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (12") | | |
| | | | • • | - 1.50 | 738.00 |
| 711-35-181 | LF | 161 | TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (24") | | |
| | | | | 2,00 | 322.00 |
| 711-36-61 | LF | 6,369 | TRAFFIC STRIPE SOLID (THRMPLSTC)(YELLOW) (6") | | |
| | | | | 1,00 | 6,369.00 |
| 711-36-181 | LF | 839 | TRAFFIC STRIPE SOLID (THRMPLSTC) (YELLOW) (18") | | |
| | | | | 2.00 | 1,678.00 |

\$ 625,591.00

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SUB TOTAL for WORK ORDER#2: ____

BID FORM 00100-PAY ITEMS WORK ORDER#2

Gibbs & Register Inc. CC-2324-07/JVP 26 of 34

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WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

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| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|----------|------|-------------------------|---|-----------|-----------------------|
| 101-1 | LS | 1 | MOBILIZATION (8%) | | |
| | | | | (LO,000.® | 60,000.00 |
| 102-1 | LS | \$ | MAINTENANCE OF TRAFFIC (8%) | | .30,000.00 |
| 110-1-1 | LS | 1 | CLEARING AND GRUBBING | 120,5740 | 120,574,00 |
| 104-11 | LF | 173 | TURBITY BARRIER, FLOATING | 10,00 | 1,730.00 |
| 104-13-1 | LF | 4,342 | SILT FENCE STAKED (TYPE III) | Z.00 | 8,684.00 |
| 104-XX | LF | 123 | FIBER LOGS | 20.00 | 2,460.00 |
| 120-1 | CY | 2.572 | EXCAVATION REGULAR | 5.00 | 12,860.00 |
| 120-6 | CY | 1.037.4 | EMBANKMENT | 10.00 | 10,374.00 |
| 285-70-4 | SY | 386 | TYPE ABC-3 STABILIZATION 4" | 30.00 | 11,530.00 |
| 285-70-9 | SY | 260 | TYPE ABC-3 BASE COURSE 6" | 40.00 | |
| 327-70-1 | SY | 2.181 | MILLING EXIST ASPH PAVT (1" AVG DEPTH) | 6.00 | 13,086.00 |
| 331-2 | TN | 39 | ASPHALTIC CONCRETE TYPE S (3") | 120,00 | 13,086.00 4,680.00 |

Gibbs & Register Inc. CC-2324-07/JVP 27 of 34

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BID FORM 00100-PAY ITEMS WORK ORDER#384

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY ROADWAY PAY ITEMS BID FORM

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| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | | AMOUNT |
|------------|------|-------------------------|---|--------|-------------------|
| 337-7-3 | TN | 141.2 | ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (1") | 165,00 | <i>23,2</i> 98.°° |
| 430-962216 | LF | 57 | PIPE PVC (SCH 80)(NOT ENCASED)(6") | 35.0 | 1,9957∞ |
| 520-1-10 | LF | 488 | CONCRETE CURB & GUTTER (TYP F') | 26.00 | 12,688.00 |
| 522-1 | SY | 11,765 | CONCRETE SIDEWALK (4" THICK (INCLUDING COMPACTION) | 37.00 | 435,305.00 |
| 522-2 | SY | 39 | CONCRETE SIDEWALK (6" THICK (INCLUDING COMPACTION) | 50.°° | 1,950.00 |
| 575-1-1 | SY | 9,470 | SODDING (BAHIA) | 3.00 | Z8,410.∞ |

Gibbs & Register Inc. CC-2324-07/JVP 28 of 34

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WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

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| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|------------|------|-------------------------|---|----------|----------|
| 706-3 | EA | 13 | RETRO-REFLECTIVE PAVMT MARKERS (RED/WHITE) | | |
| | | | | 4.00 | 52.∞ |
| 706-3 | EA | 80 | RETRO-REFLECTIVE PAVMT MARKERS (YELLOW) | | |
| | | | | 4.00 | 320.∞ |
| 710-90 | LS | 1 | PAINTED PAVEMENT MARKINGS (FINAL SURFACE) | | |
| | | | | 1,200.00 | 1,200.00 |
| 711-4 | EA | 4 | DIRECTIONAL ARROWS, THERMOPLASTIC | | |
| | | | | 50.® | 200, °° |
| 711-35-61 | LF | 1090 | TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (6") | | · · · |
| | | - | | 1.00 | 1,090.00 |
| 711-35-121 | LF | 256 | TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (12") | | <u> </u> |
| | | | | 2,00 | 512.00 |

Gibbs & Register Inc. CC-2324-07/JVP 29 of 34

WEKIVA SPRINGS ROAD CC-2324-07/JVP SEMINOLE COUNTY SIGNING & PAVEMENT MARKING PAY ITEMS BID FORM

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| UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT | AMOUNT |
|------|-------------------------|---|--|---|
| LF | 22 | TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (24") | | |
| | | | = 2,00 | 44.00 |
| LF | 1637 | TRAFFIC STRIPE SOLID (THRMPLSTC)(YELLOW) (6") | | |
| | | | /,00 | 1,637.00 |
| LF | 140 | TRAFFIC STRIPE SOLID (THRMPLSTC) (YELLOW) (18") | | |
| | | | 2.00 | 280.00 |
| | LF LF | UNIT QUANTITY LF 22 LF 1637 | UNIT QUANTITY (PRICE WRITTEN IN WORDS) LF 22 TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (24") LF 1637 TRAFFIC STRIPE SOLID (THRMPLSTC)(YELLOW) (6") LF 140 TRAFFIC STRIPE SOLID (THRMPLSTC) (YELLOW) (18") | UNIT QUANTITY (PRICE WRITTEN IN WORDS) PRICE LF 22 TRAFFIC STRIPE SOLID (THRMPLSTC) (WHITE) (24") 2.00 LF 1637 TRAFFIC STRIPE SOLID (THRMPLSTC)(YELLOW) (6") 1.00 LF 140 TRAFFIC STRIPE SOLID (THRMPLSTC) (YELLOW) (18") 2.00 |

Gibbs & Register Inc. CC-2324-07/JVP 30 of 34

BID FORM 00100-PAY ITEMS WORK ORDER#3&4

WEKIVA SPRINGS ROAD WORK ORDER NO. 3 & 4 SEMINOLE COUNTY STRUCTURE PAY ITEMS BID FORM

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| ITEM NO. | UNIT | | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|------------|------|-------|---|-----------------|-------------|
| 110-3 , | SF | 408 | STRUCTURE REMOVAL OF EXISTING | 2.5. 92 | 10, 200 . 🔊 |
| 400-4-5 | CY | 16 | CONCRETE CLASS IV (SUBSTRUCTURE) | 3,000.00 | 48,300.92 |
| 415-1-5 | LB | 3,000 | REINFORCING STEEL (SUBSTRUCTURE) | 3.50 | 10,500.00 |
| | EA | 2.000 | PREFABRICATED STEEL TRUSS BRIDGE | 85,000. | 170,000.00 |
| 999-03 | ED | 300 | Field Office | 60.* <u>°</u> . | 18,000.00 |
| | | | | | |
| | | | | | |
| | 5 | | | | |
| | | | | | |
| | | | | | |

SUB TOTAL for WORK ORDER#384: \$ 1,052,409. **

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BID GRAND TOTAL (W/O#2,3,&4): \$ 1,678,000.

Gibbs & Register Inc. ଡିଟି:2336-07/J\/ ADI3END511#4

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

| CONTRACTING OFFICER | TITLE | OFFICER'S FULL LEGAL NAME |
|------------------------|----------------------------|---------------------------|
| * REX D. HUFFMAN | President | REX DALE HUFFMAN |
| GARY E. REGISTER | Vice-President | GARY EVANS REGISTER |
| JOANNE G. REGISTER | Secretary | JOANNE GIBBS REGISTER |
| JOANNE G. REGISTER | Treasurer | JOANNE GIBBS REGISTER |
| DOUGLAS E. THOMAS | Resident Superintendent | DOUGLAS EDWARD THOMAS |

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

BIDDER INFORMATION 06/2007

Gibbs & Register Inc. CC-2324-07/JVP 32 of 34

Exhibit C

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

NOTICE TO BIDDERS:

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

| <u>TRENCH SAFETY</u> <u>MEASURE</u> | <u>UNITS OF</u> <u>MEASURE</u> | QUANTITY | <u>UNIT</u> <u>COST</u> | EXTENDED COST |
|--|-----------------------------------|-----------------|----------------------------|---|
| SAFE SLOPES | LF | 57 | /.02 | 57.00 |
| | ***** | | | |
| | | | | |
| | | ***** | | |
| ····· | | | | |
| | | | | |
| ***** | | | | *************************************** |
| <u></u> | | | | |
| | | | | |

TOTAL\$ 57.00

REX D. HUFFMAN, PRESIDENT

Printed Name Signature

GIBBS & REGISTER, INC.

Bidder Name

AUGUST 8, 2007

Date

BID FORM 06/2007

Gibbs & Register Inc. CC-2324-07/JVP 33 of 34

00150-1

Exhibit D

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

| CONTRACTOR: | GIBBS & REGISTER, INC. | *** |
|---------------------------------|--|---------------------|
| Signature: | - Olt | _ |
| Printed Name: | REX D. HUFFMAN | - |
| Title: | PRESIDENT | - |
| Date: | AUGUST 8, 2007 | |
| Affix Corporate Seal | | |
| STATE OF FLORIDA |))) (1) | |
| COUNTY OF ORANGE |) ss) | Service States |
| | ment was acknowledged before me this 20 07_ , by REX D. HUFFMAN | 8TH day of |
| GIBBS & REGISTER, INC. | | the firm. He/She is |
| personally known to me or has p | Laurie Ce. Heat | identification. |
| NOTARY DIDL to an of | Print Name <u>LAURIE A. HEDRIC</u> Notary Public in and for the County | |
| | A, Hedrick and State Aforementioned | Ý |
| Bonded Thru Atlantic I | | , 2011 |

Gibbs & Register Inc. AMERICANS WITH DISABILITIES ACT ACT 12/26/2000 34 of 34

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

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

CC-2324-07/JVP **BID NUMBER: PROJECT TITLE:** Wekiva Springs Rd-Fox Valley Dr. **BID OPENING** August 15, 2007 at 2:00 P.M. Eastern DATE:

| | Response #1 | PAGE: 1 of 2 Response #2 | Response #3 | Response #4 |
|------------------------------|----------------------------------|-----------------------------|------------------------------|-------------------------------|
| | Response #1 | Response #2 | Response #3 | Response #4 |
| | Engineer Controls Systems, Corp. | Gibbs & Register, Inc. | Cathcart Contracting Company | Central Florida Environmental |
| ITEM DESCRIPTION | 1175 NE 125 Street, Suite 316 | 232 S. Dillard St. | 6972 Aloma Ave | 910 Belle Ave Ste.1040 |
| | North Miami, FL 33161 | Winter Garden, FL 34787 | Winter Park, FL 32972 | Winter Springs, FL 32708 |
| | Nigel La Chapelle V | Rex Huffman | John T. Cathcart, CEO | David Stalowy, President |
| | 305-895-4376 (Phone) | 407-654-6133 (Phone) | 407-629-2900 ex. 21(Phone) | 407-834-6115 (Phone) |
| | 305-895-0019 (Fax) | 407-654-6134 (Fax) | Fx. 407-677-4212 (Fax) | 407-834-6391 (Fax) |
| | | ¢4 070 000 00 | ¢4 740 070 07 | ¢4 745 740 40 |
| TOTAL AMOUNT OF BID | DISQUALIFIED | \$1,678,000.00 | \$1,742,370.27 | \$1,745,740.42 |
| Acknowledge addenda 1-4 | Yes | Yes | Yes | Yes |
| Trench Safety Act | Yes | Yes | Yes | Yes |
| Bidder Information Form | Yes | Yes | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes | Yes | Yes |
| Certification of Non- | Yes | Yes | Yes | Yes |
| Segregated Facilities Form | | | | |
| Americans w/Disabilities Act | Yes | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes | Yes |
| Public Entity Crimes Form | Yes | Yes | Yes | Yes |
| Experience of Bidder | Yes | Yes | Yes | Yes |
| Bid Bond | Yes | Yes | Yes | Yes |
| FDOT Pre-qualified or Sub | NO | Yes | Yes | Yes |

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

| BID NUMBER: CC-232 | 4-07/JVP | | |
|---------------------------------|--|---|--|
| | Response #5 | Response #6 | Response #7 |
| ITEM DESCRIPTION | JCB Construction Inc. | AJC Construction, LLC | American Persian Engineers and |
| TEM DESCRIPTION | 800 W. Gore Street Orlando, FL 32805 | 8046A Presidents Drive Orlando, FL 32809 | Construction 4436 Old Winter Garden Rd |
| | | | Orlando, FL 32811 |
| | Gratten White | Alexander Caputo | Majid Fouladi, President |
| | 407-425-9880 (Phone) 407-425-9972 (Fax) | 407-855-5572 (Phone) 407-855-4922 (Fax) | 407-522-0530 (Phone) 407-532-8332 (Fax) |
| | 407-423-3372 (FdX) | | |
| TOTAL AMOUNT OF BID | \$1,753,284.20 | \$1,835,000.00 | 1,848,437.55 |
| Acknowledge addenda 1-4 | Yes | Yes | Yes |
| Trench Safety Act | Yes | Yes | Yes |
| Bidder Information Form | Yes | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes | Yes |
| Certification of Non-Segregated | Yes | Yes | Yes |
| Facilities Form | | | |
| Americans w/Disabilities Act | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes |
| Public Entity Crimes Form | Yes | Yes | Yes |
| Bid Bond | Yes | Yes | Yes |
| FDOT Pre-qualified | Yes | Yes | Yes |

Bid Opening: August 15, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst (Posted by Jacqui Perry on August 17, 2007 at 11:20 a.m. Eastern)

Recommendation of Award: September 7, 2007 @ 11:50 a.m. –Gibbs & Register Inc.

BCC Agenda Date: October 9, 2007

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Construction Contract: Master Agreement CC-2183-07/VFT - SHIP Affordable</u> <u>Housing Construction/Reconstruction</u>

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

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor **EXT**: 7122

MOTION/RECOMMENDATION:

Award Master Agreement CC-2183-07/VFT - SHIP Affordable Housing Construction/ Reconstruction to Vision IV Construction, Inc., Orlando, FL; Mailand Holdings LLP dba Maze Homes, Orlando, FL; Corinthian Builders, Inc., Sanford, FL; Sovanic, Inc. dba Manor Homes, Orlando, FL; and Unipark Construction Corporation, Orlando, FL (Estimated usage is \$3,500,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

CC-2183-07/VFT will provide for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction on an as-needed basis at various locations throughout Seminole County.

The project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Michelle Cahill, Project Manager, Community Development; David Medley, Director, Community Services; Rob Heenan, Principal Coordinator, Community Development; Becky Heckters, Planner, Community Development; and Shelley McHaney, Planner, Community Development; reviewed the responses. Consideration was given to bid price, qualifications and experience.

Based on the responses, the Review Committee recommends award of the Master Agreement to the five (5) lowest priced, responsive, responsible bidders: Vision IV Construction, Inc.; Mailand Holdings LLP dba Maze Homes; Corinthian Builders, Inc.; Sovanic, Inc. dba Manor Homes; and Unipark Construction Corporation.

Staff conducted pre-award meetings with recommended Contractors to review the scope of services, the terms of the Agreement and the Work Order process. These meetings were used to ensure that each Contractor understood the County's expectations for work to be performed under this Agreement. The backup documentation for this agenda item includes the Bid Tabulation Sheet and the Award Agreement with Mailand Holdings LLP dba Maze Homes as an example. The term of the Agreements shall run for two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each.

Authorization for the performance of services by Contractors under these Agreements shall be in the form of written Work Orders issued, executed by the County and signed by the Contractors. The award of individual Work Orders will be based on the A + B method, with "A" measured as the square footage rate and "B" as the time for project completion. The A + B method of award gives consideration not only to the quoted price from the Contractor, but calculates the amount of time proposed for project completion as a dollar amount to complete the total quoted price for each individual project. This method was selected to minimize the inconvenience to homeowners in reference to the time that they may be displaced from their home during each project.

The work and dollar amount for each Work Order will be based on the project, and the estimated value of work is approximately \$3,500,000.00 per year through multiple work orders and is subject to adopted annual budgets.

STAFF RECOMMENDATION:

Staff recommends that the Board award Master Agreement CC-2183-07/VFT - SHIP Affordable Housing Construction/ Reconstruction to Vision IV Construction, Inc., Orlando, FL; Mailand Holdings LLP dba Maze Homes, Orlando, FL; Corinthian Builders, Inc., Sanford, FL; Sovanic, Inc. dba Manor Homes, Orlando, FL; and Unipark Construction Corporation, Orlando, FL (Estimated usage is \$3,500,000.00 per year).

ATTACHMENTS:

- 1. CC-2183-07/VFT Agenda Backup
- 2. CC-2183-07/VFT Award Agreement to Mailand Holdings LLP dba Maze Homes

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

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

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

BID NUMBER: PROJECT TITLE:

CC-2183-07/VFT SHIP Affordable Housing Construction/Reconstruction

BID OPENING DATE:

August 1, 2007 at 2:00 P.M. Eastern

| | Response #1 | Response #2 | Response #3 | Response #4 |
|---|---|--|---|--|
| ITEM DESCRIPTION | Vision IV Construction, Inc. 1401 W. Colonial Drive Orlando, FL 32804 | Mailand Holdings LLP dba Maze Homes 2715 N. Harbour City Blvd Melbourne, FL 32935 | Corinthian Builders, Inc. 2175 Marquette Avenue Sanford, FL 32773 | Sovanic, Inc. dba Manor Homes 4700 Millenia Blvd, Suite 175 Orlando, FL 32839 |
| | Jose Lugo 407-426-9022 (Phone) 407-386-7707 (Fax) | James L. Mayes 321-254-4441 (Phone) 321-254-6993 (Fax) | Richard Kovacsik 407-403-5658 (Phone) 407-322-8641 (Fax) | Francios Dionisi 407-481-8324 (Phone) 407-876-1002 (Fax) |
| TOTAL AMOUNT OF BID | \$661,400.00 | \$817,279.00 | \$1,018,500.00 | \$1,126,210.00 |
| Acknowledge addenda 1-3 | Yes | Yes | Yes | Yes |
| Trench Safety Act | Yes | Yes | Yes | Yes |
| Bidder Information Form | Yes | Yes | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes | Yes | Yes |
| Certification of Non- Segregated Facilities Form | Yes | Yes | Yes | Yes |
| Americans w/Disabilities Act | Yes | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes | Yes |
| Public Entity Crimes Form | Yes | Yes | Yes | Yes |
| Financial Statements | Yes | Yes | Yes | Yes |
| Floor Plan designs | Yes | Yes | Yes | Yes |

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

BID NUMBER: CC-2183-07/VFT Response #5 Response #6 Unipark Construction Corporation Posey Builders Construction, Inc. ITEM DESCRIPTION 300 Wilshire Blvd, Suite 200 P.O. Box 471403 Casselberry, FL 32707 Lake Monroe, FL 32747 Pedro L. Medina David Posev 407-831-5300 (Phone) 321-624-1437 (Phone) 407-831-5305 (Fax) 407-549-5278 (Fax) \$1,418,000.00 \$1,522,500.00 TOTAL AMOUNT OF BID Acknowledge addenda 1-3 Yes Yes Trench Safety Act Yes Yes Yes Yes **Bidder Information Form** Non-Collusion Affidavit Yes Yes Certification of Non-Segregated Yes Yes Facilities Form Americans w/Disabilities Act Yes Yes Drug-Free Workplace Form Yes Yes Public Entity Crimes Form Yes Yes **Financial Statements** Yes Yes Floor Plan designs Yes Yes

Bid Package Opening: August 1, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771)

Bid Opening Tabulated by Vagillia Taylor, Senior Procurement Analyst

(Posted by Vagillia Taylor on August 6, 2007 at 9:00 a.m. Eastern)

(Updated by Vagillia Taylor on August 24, 2007at 1:30 P.M. – Recommendation of Award)

(Revised by Vagillia Taylor on September 7, 2007at 3:00 P.M. – Business Name Correction & Board Date Rescheduled)

Recommendation of Award: Vision IV Construction, Inc.; Mailand Holdings LLP dba Maze Homes; Corinthian Builders, Inc.; Sovanic, Inc. dba Manor Homes; Unipark Construction Corporation

Pre-Award Meetings: August 28, 2007 9:00 am - 3:30 pm

BCC Agenda Date: October 9, 2007

CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS (CC-2183-07)

THIS AGREEMENT is made and entered into this _____ day of ______, 2007, by and between MAILAND HOLDINGS, LLP d/b/a MAZE HOMES, duly authorized to conduct business in the State of Florida, whose address is 2715 North Harbor City Boulevard, Melbourne, Florida 32935, 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".

WITNESSETH:

WHEREAS, COUNTY desires to retain the professional new construction and reconstruction services of a competent and qualified CONTRACTOR to provide for federal and state funded affordable housing projects in 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 furnish contractor services 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 CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish labor, materials, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, new construction of single family houses, including manufactured houses and multi-family units such as townhouses, as well as reconstruction Projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee (hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto and incorporated herein by reference. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each. 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 Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional construction services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project 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, the Exhibits and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR 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 CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR's compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR 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; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued 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.

(b) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement. The original invoice shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator Community Services Department 534 W. Lake Mary Blvd. 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 CONTRACTOR.

SECTION 7. RETAINAGE. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY she to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work, inspection approvals, and obtaining a certificate of occupancy required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR 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 CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(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 work is performed. Total compensation to CONTRACTOR 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 CONTRACTOR. 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 United States Department of Housing and Urban Development ("HUD"), 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences 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 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 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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. 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 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 performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, plans, and reports or any other form of written instrument or document that may result from CONTRACTOR'S services or that were created during the course of CONTRACTOR'S performance under this Agreement shall become the property of COUNTY after final payment is made to CONTRACTOR.

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) **HUD/Home Program**: If HUD/HOME Funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 Property Standards;
 (ii) §92.252 Qualifications as affordable housing:
 - rental housing;
- (iii) §92.257 Faith Based Activities;
- (iv) §92.351 Affirmative Marketing; Minority Outreach
 Program;
- (v) §92.354 Labor;
- (vi) §92.355 Lead Based Paint;
- (vii) §92.350 "Other Federal Requirements";
- (viii) §92.353 "Displacement, Relocation, and Acquisition";
- (ix) §92.354 "Labor";
- (x) §92.355 "Lead Based Paint";
- (xi) §92.356 "Conflict of Interest";
- (xii) §92.358 "Consultant Activities"; and

(xiii) §92.505(b) - "Applicability of Uniform Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(B) <u>Compliance with State and Local Laws</u>. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership" and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) 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 or 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. 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.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) <u>Other Federal and State Funding</u>. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) **Prohibition of Lobbying**. CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any elected or appointed official of the executive, legislative, or judicial branch of the government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to COUNTY all data, specifications, reports, estimates, summaries, and any and all such other information and materials 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. The CONTRACTOR 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.

If the termination is due to the failure of CONTRACTOR to (C) 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 Causes deemed not to be the fault or negligence of type or nature. CONTRACTOR may include acts of God or of the public enemy, acts of COUNTY in either it's 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 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, 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 15. 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 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. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

If subcontractors or other professional associates (a) are required in connection with the services covered by this Agreement, remain fully responsible for the services of CONTRACTOR shall subcontractors or other professional associates. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed and subject to the same insurance requirements as CONTRACTOR under this Agreement.

CONTRACTOR shall be required to post a performance bond at (b) least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) <u>General</u>. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

CONTRACTOR shall furnish COUNTY with a Certificate of (1)signed by an authorized representative of the insurer Insurance Section insurance required by this (Workers' evidencing the 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 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 this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR 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.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of a written 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 or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) <u>Insurance Company Requirements</u>. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(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 440.57, Florida Statutes, or (iii3) 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) <u>Specifications</u>. 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 Section. 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.

CONTRACTOR'S insurance shall cover CONTRACTOR for (A) liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the Compensation Insurance, without restrictive National Council on CONTRACTOR will also be responsible for procuring proper endorsements. proof of coverage from its subcontractors of every tier for liability result of a Workers' Compensation injury to the which is a subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) In addition to coverage for the Florida Workers' Compensation below. Act, where appropriate, coverage is to be included 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 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:

| \$1,000,000.00 | (Each Accident) |
|----------------|-------------------------|
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$1,000,000.00 | (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 | and and a second and | \$2,000,000.00 ¹ |
|--------------------------|---|-----------------------------|
| Personal & Advertising | Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | | \$1,000,000.00 |
| Automobile/Other Motor V | Vehicle | \$1,000,000.00 ² |

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy. ² Each occurrence.

(3) <u>Builder's All Risk Insurance</u>. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures. (C) Maximum Deductible: The policy shall have a maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) <u>Coverage</u>. 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 its officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) <u>Occurrence Basis</u>. 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) <u>Obligations</u>. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR and its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "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 materials that were not presented for consideration in COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through formal mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be agreed upon by the parties. Costs of mediation services shall be shared equally among the parties participating in the mediation.

SECTION 21. NOTICE, DESIGNATED 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, shall designate and advise CONTRACTOR 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 named in subparagraph (b) below 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) 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and 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:

SHIP/HOME Program Administrator Community Services Department 534 W. Lake Mary Blvd. Sanford, FL 32773

FOR CONTRACTOR:

Mailand Holdings d/b/a Maze Homes 2715 N. Harbor City Blvd. Melbourne, FL 32935

(c) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR 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 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 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 25. 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 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 27. 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 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, 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 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. 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.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

MAILAND HOLDINGS, LLP d/b/a MAZE HOMES

| Witness | By: |
|--|---|
| | JAMES A. MAYES, Partner |
| Print Name | - <i>i</i> |
| Witness | Date: |
| WICHESS | |
| Print Name | |
| 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. | By:CARLTON HENLEY, Chairman Date: 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 Work Order Exhibit C - Rate/Draw Schedule Exhibit D - 2006/2007 New Construction/Reconstruction and Housing Rehabilitation Specifications Exhibit E - Housing Quality, Site and Neighborhood Standards

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EXHIBIT A SCOPE OF SERVICES AFFORDABLE HOUSING NEW CONSTRUCTION/RECONSTRUCTION PROJECTS

All capitalized words and terms herein shall have the same meaning ascribed to them in the attached Agreement.

1. CONTRACTOR, whether a General, Residential, or Building Contractor, will be required to provide costs and services to build or reconstruct single-family residential homes or multi-family units (such as townhouses), for Work Orders funded by either county, state, or federal funds.

Residential, CONTRACTOR, whether а General, or Building 2. Contractor, will be required to provide costs and services to construct or reconstruct residential housing structures, including, but not limited to, single family homes; manufactured homes meeting current Florida Building Code(s) and bearing the Department of Community Affairs (DCA) insignia; and multifamily units, such as The intent of the provision is for providing affordable townhouses. housing for income eligible persons who qualify for such residential construction funded by grants or programs the COUNTY administers. Should federal funds be used, the CONTRACTOR will follow 24 CFR Part Regulations) and all federal requirements, (HOME i.e., 92 environmental reviews and, if applicable, adherence to Davis-Bacon laws, during the construction of the residence(s). If HOME funds are ever used under this Agreement, the maximum number of homes (units) to be assisted shall not exceed eleven (11) homes (units) in the aggregate work order for one (1) vendor. To the extent that federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, the Agreement shall be amended to reflect the particular funding source involved as well as the applicable statutes, regulations, and reporting identify requirements for CONTRACTOR compliance.

3. CONTRACTOR will be requested to provide cost estimates based on specifications for the desired residential construction. Such estimate will be guaranteed for ninety (90) days and confirmed in a Work Order. A Work Order will be issued as specified in the master Agreement prior to CONTRACTOR beginning work, and specifications as indicated in Exhibit D for the unit will be identified. A sample work order is displayed in Exhibit B and includes general specifications applying to Work Orders. A fixed fee Rate/Draw Schedule is displayed in Exhibit C. A sample of general specifications applicable to all Work Orders is displayed in Exhibits D and E.

4. Each Project may include trades as framers, electrical, plumbing, roofing, air conditioning and heating, tree removers, landscaping, painting, insulation, flooring, carpeting, cabinet installation, septic, well, window, vinyl siding, tile, irrigation, cleaning and other miscellaneous trades, as required.

5. CONTRACTOR will be compensated according to the schedule in Exhibit C subject to the retainage provision in the Agreement. All work performed under any Work Order shall conform to the applications set forth in Exhibits D and E to the Agreement.

Bid Form CC-2183-07 New Construction / Reconstruction

Home Descriptions:

Type 1 - 900 Square Ft. House - 2 Bedrooms / 2 Baths / Carport (Single Car) w/ Rear Storage

Type 2 - 1000 Square Ft. House - 2 Bedrooms / 2 Baths / Single Car Garage

Type 3 - 1100 Square Ft. House - 3 Bedrooms / 2 Baths / Single Car Garage

Type 4 - 1200 Square Ft. House - 3 Bedrooms / 2 Baths / 2 Car Garage

| ltem | Qty. (square ft.) | Estimated Annual Quantity (homes) | Price (per square ft.) | Total |
|--------|----------------------|---|---------------------------|---------|
| Type 1 | 900 | 1 Home | 72.75 | 65475 |
| Type 2 | 1000 | 4 Homes | 76.85 | 7685000 |
| Туре 3 | 1100 | 4 Homes | 79.96 | 879560 |
| Type 4 | 1200 | 1 Home | 21.15 | 925859 |
| | | | Total Bid Price: | 808,286 |

1. Contractors are required to submit two (2) floor plan designs per home type with their bid submittal for this solicitation. Floor plan designs are not used as a determining factor through A + B bidding process. All floor plans should included a standard front entryway, HVAC slab, 6×12 rear patio and 15 foot driveway with apron.

2. Award for this agreement will be based on <u>Total Bid Price</u>. Square foot pricing must be all inclusive (any and <u>all incidental costs necessary for the proper execution of the required</u> services) with the exception of items listed in item # 3 below.

3. Permit fees, site work, irrigation/landscaping and well, sewer and/or septic work shall be determined on a project specific basis and will be reimbursed by the County at actual cost.

4. The award process for individual <u>work orders</u> is based on a A + B bidding process (see Instruction to Bidders 00010, Section 29). Contractors will be asked to provide bids based on individual projects, and written quotes must reflect the above square footage rates. During the work order bid process, the county will select one floor plan design from the associated home type upon award. Floor design plans are not used as a determining factor through A + B bidding process.

| Board of County Commissioners SEMINOLE COUNTY, FLORIDA | WORK ORDER Work Order Number: |
|--|---|
| Master Agreement No.: Contract Title: Project Title: | Dated: |
| Contractor: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 |
| this Agreement by the parties and shall be completed with this agreement. Failure to meet the completion date n | by the CONTRACTOR shall commence upon execution of within <u>"X" (days, months, years)</u> of the effective date of nay be grounds for Termination for Default. DOLLARS (\$) |
| IN WITNESS WHEREOF, the parties hereto have made, 20, for the purposes stated her | and executed this Work Order on this day of ein. |
| ATTEST: | |
| | Ву: |
| , Secretary | , President |
| (CORPORATE SEAL) | Date: |
| ************************************** | ************************************** |
| | |
| (Procurement Analyst) | By: Robert L. Hunter, Procurement Supervisor |
| | |
| (Procurement Analyst) | Date: As authorized by Section 8.153 Seminole County Administrative Code. |
| OC # | ON # |
| Work Order Contracts, Rev 4/6/07 | 183-07/VFT Page 1 of 3 |

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR 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 payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR 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) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;

(4) the terms and conditions of the Contract Documents, including, but not limited to, the Indemnification and no damage for delay provisions of the Contract Documents.

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

(1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

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

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.
- g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.
 - (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
 - (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
 - (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

Completion until the Work is Substantially Complete. It is agreed that if this Work in not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set froth above.

- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from Contractor's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

EXHIBIT C RATE/DRAW SCHEDULE

New home construction and home reconstruction shall be completed within one hundred eighty (180) days from Notice to Proceed issuance. All scheduled draws hereunder shall be subject to the retainage provisions of Section 7 of the Agreement.

| Draw 1 | Upon Permitting | Percentage Paid: 10% |
|--------|-----------------------------|------------------------|
| Draw 2 | Upon Completion of Slab | Percentage Paid: 15% |
| Draw 3 | Upon Completion of Lintel | Percentage Paid: 15% |
| Draw 4 | Upon Dry-In | Percentage Paid: 25% |
| Draw 5 | Upon Completion of Drywall | Percentage Paid: 25% |
| Draw 6 | On Certificate of Occupancy | Percentage Paid: 10% + |

Retainage

EXHIMT D

New Home Construction/Home Reconstruction Specific Specifications

Slab & Concrete Work:

All driveways, walks, patios and slab work to be a minimum strength of 2500 psi concrete

Lintel pours & reinforced cells 3000 psi pump mix Reinforcing and visqueen as noted on plans

Exterior Finish:

Stucco over block Gable ends to be either stucco or vinyl siding

Plumbing:

All water piping to be cpvc All drains PVC Faucets to be single lever, chrome Moen or equal single lever All work included as noted on plans Universal rundle or equal fixtures in white, color fixtures extra 1- 50 gallon electric water heater Toilets to be 19" elongated Steel tub in hall bath Walk in shower with built in tiled seat in master bath Kitchen sink to be Stainless Steel 1 garbage disposal, Badger or like brand

Electrical:

150 amp single phase service

All wire to be copper except service entry cable

All switches to be white toggle

Fixtures as supplied by builder

Each bathroom to include individual GFCI receptacle

Flood lights: motion detector, not dusk to dawn type

Air Conditioning & Heating:

Duct system to be fiberglass

Supply air outlets to be curved blade ceiling diffusers with dampers and/or wall registers with dampers

One heating cooling thermostat per system

A/C will consist of 1 unit per plan; manufacture will be Carrier or equal, 12 seer minimum

Ceiling fans in living room and all bedrooms

Windows:

Windows to be single glazed clear glass, white aluminum frame, single hung units as manufactured or sold by Kinco or equal

Insulation:

EXRTA R30 ceiling insulation R11 batts in garage partition walls R11 batts in exterior stud walls of living area R4.2 ALFOIL on exterior masonry walls of living area Foam sealant in accordance with practice II

Mirrors Interior Finishes:

Window sills to be marble

Wall title in bath and shower to be either white or bone 4"x4"

Roof Shingles:

30 year architectural fungus resistant 3-tab shingles Galvanized drip edge and valley flashing Applied over 15# roofing felt and 7/16" OSB roof decking

Interior trim:

All exterior pre-hung doors to be steel. c/w 4 9/16" fingerjoint rab jambs. Front entry door to have peep hole.

Storm/screen door installed over front entry door

Interior doors to be 6 panel colonial hollow core door

Door hardware to be knob type handles in polished or antique brass finish

Baseboard 3 ¼" fingerjoint colonial Casing 2 ¼' fingerjoint colonial Exterior door knobs to be antique brass finish Drywall:

½" regular gypsum wallboard throughout
½' WR wallboard in the tub and shower tile areas
Finish in ceiling to be knockdown texture
Finish on walls to be lite orange peel texture

Paint:

Exterior paint consisting of 2 coats Behr or like paint Interior walls and ceiling to be white All trim to be white semi-gloss

Cabinets:

FHA quality or better cabinets will be as per plans. Selection from builder's samples

Counter tops to be seamless laminate from builders samples

Flooring:

FHA quality or better carpet and pad. Low nap, 1 color throughout house Ceramic title in wet areas including entry, bath rooms and kitchen from builder samples

Flooring will be installed in areas as noted on plans

Exterior Soffits and Facsia:

All exterior soffits (overhang) to be vented aluminum. Facsia to be aluminum

Garage Door:

Garage door will consist of a sectional primed steel door and automatic garage door opener

Landscaping:

Include full irrigation and automatic timer. Full Bahia sod for lot. Landscape liner and 1 ½" river rock or salt and pepper granite.

Appliances:

Appliance package includes refrigerator (minimum 18 C.F. w/ ice maker, water and ice in door) smooth top range, range hood, dishwasher, washer and dyer. All appliances need to be Energy Star Rated.

As Needed Items:

Mailbox New utility lines for water and sewer hook-up Price with and without septic tank Punch new well Handicap accessible bathroom(s) Handicap ramp at entry COMMUNITY ASSISTANCE DIVISION

COMMUNITY DEVELOPMENT OFFICE

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE

2006-2007 NEW CONSTRUCTION / RECONSTRUCTION AND HOUSING REHABILITATION SPECIFICATIONS

Specifications:



This specification is designed to cover all areas of work and takes precedence over the work write-up and any construction drawings. It should be used in conjunction with the work write up and/or architectural plans to determine the particular items/tasks for each p oject. The specificatious shown are intended to represent items of a quality level known to meet the County's requirements. While the County endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference an item by manufacturer's name and number per 24 CFR 85.36 (12) (c) (vi). Materials/products equal to those specified may be used.

Note: All products and materials listed below may be substituted with an "equal or better" product and material of "equal or lesser cost" or as required by Local, State and/or Federal codes or regulations.

All replacement items must be new unused products with full warranties.

All replacement Appliances are to have Energy Star Rating.

All refrigerators must include water and ice maker in door and be at least 18 c.f. or larger.

All Water Heaters, HVAC, to have 13 seer rating or better.

All Architectural Roofing Shingles to be 30 year life guarantee or better, lightest color available that coordinates with outside home wall color, client's choice.

All paint to be 20 year warranty or better.

All interior painting to be antique or off white, one color if painting is throughout the home.

All interior patch painting to match existing wall or ceiling color.

All outside painting color clients choice with contrasting trim to coordinate with local Homeowners Association standards.

All Carpet and Pad to be FHA 10 year quality or better, low nap one color throughout house.

All Vinyl must be sheet seamless FHA 10 year or better.

All Kitchen counters to be seamless laminate.

All Kitchen cabinets to be FHA quality or better.

All warranties on all items used in the repairs must be submitted with the request for payment. Examples: Fans, appliances, water heaters, HVAC, light fixtures, shingles, plumbing fixtures, vinyl, carpet, etc.

All workmanship guaranteed a minimum of one year after completion of job.

All roof workmanship guaranteed a minimum of one year after completion of job.

All completed Home Repairs may be reviewed by the Seminole County Program Monitor for up to three years after completion of job.

All products and materials must be installed/constructed in accordance with the manufacturers industries standards recommendations and accepted practices and workmanship.

Permits:

 All projects must have required permits. A copy of the permit must be turned in <u>before the commencement of</u> work. The scope of work and all drawings that make-up a given project/agreement must be submitted to the local building department as part of the permit documents.

Commencement of Work:

- For all rehabilitation work except emergency, the contractor, unless prohibited by inclement weather, must begin work within seven (7) days after a written Notice to Proceed has been made available the County and signed by the Community Development Office designee. Subcontractors must begin work within seven (7) days.
- A pre-construction meeting will occur within three (3) business days after the issuance of the Notice to Proceed.
- Contractor will notify the assigned rehab inspector as to commencement of work.
- All work shall be satisfactorily completed within the specified time period. If the Contractor does not complete the work within the time frame specified in the work contract, the Contractor will be responsible for the lodging costs of the homeowner beyond the contract completion date, unless the reasons for the delay are beyond the Contractor's control and the homeowner and County agree.

Completion of Work:

• At the completion of the project the contractor will inform the homeowner how to use and maintain all installed fixtures, appliances, air conditioning systems, smoke detectors, etc. The Contractor will explain all guarantees/warranties and give documentation of guarantees/warranties to the homeowner. The Contractor will also supply the County and the homeowner with a list of all subcontractors used to install major components, i.e. plumbing, electrical, air conditioning, etc., with their address(s), phone number(s) and license numbers.

Scope of Work:

 Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the proper completion of the rehabilitation of the property specified in the work write up. For reconstruction projects the Contractor will provide all engineering, design and construction plans.

Work Write Up:

• The work write up shall not take precedence over the (1) local and state building codes, (2) specifications, or (3) architectural drawings, respectively.

Drawings:

 Rehabilitation floor plans are for illustrative purposes only and may not show all work required, exact dimensions, or construction details. Contractors shall verify all dimensions prior to submission of bids.

Changes in the Write Up/Change Orders:

- Job to be completed with no change orders.
- Changes will only be permitted when the Contractor or inspector encounters unforeseen conditions, which
 impact the work and could not be initially evaluated. <u>The Contractor shall not proceed without authorization
 from the County's representative</u>. Substitution of materials, changes in the scope of work or workmanship
 required by these specifications, which may be proposed by the Contractor, shall be submitted in writing with
 any costs indicated to the Community Development Office Housing Manager for approval.
- The County reserves the right to send out to bid any change orders.

Workmanship:

• All work shall be performed in accordance with the standards of the industry and done in a professional "workmanlike manner".

Materials:

- All material shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their purchase or delivery to the job. Products and materials should be installed in accordance with manufacturer's directions and specifications.
- When "repair of existing work" is called for by the contract, the item is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.

Materials: (Continued)

Product types, sizes, colors, etc. shall be in accordance with this specification. Unless authorized by the County or its Designee, any product or material that does not match the specification sheet will be removed and replaced with the contractor absorbing all costs incurred.

Incidental Items:

Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up, that can be reasonably and legitimately inferred to, belong to the work described, or be necessary, in good practice, to provide a complete system shall be furnished and installed as though specified in every detail.

Inspection of Work:

The Contractor shall facilitate inspection of the work during normal working hoursby authorized inspectors, and the work shall be subject to inspector's acceptance.

Insurance:

Insurance coverage required by the County must be in force throughout the entire contract term. Should the Contractor fail to provide acceptable evidence of current insurance within (30) days prior to the expiration date of an insurance policy or at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of finishing the incomplete portion of a project at the time of termination.

Subcontractors:

When subcontractors are employed they shall be bound by the terms and conditions of this contract insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility for proper coordination, notification and completion of all work executed under this agreement.

Warranty:

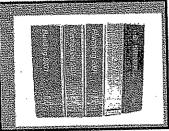
All rehabilitation, repair or reconstruction work must be warranted/guaranteed by the Contractor for a period of one (1) year. Roof work must be warranted/guaranteed by the roofing Contractor for a period of one (1) year. During the warranty period if the contractor is notified of a problem, by the homeowner or a representative of the County's staff, ten (10) working days. If the Contractor feels the problem does not fall under the requirements of the warranty or is a result of the homeowner, the contractor should notify the County's designated Inspector. The County's Community Development Office designee will make all final determinations in regard to corrective action. In the event corrections are not made within the required time limit the County reserves the right to remove the Contractor from the bid list until all corrections have been completed.

Building Codes:

All work shall be done in accordance with the current Federal, state and local, statutes, codes and ordinances. The 2004 Florida Building Codes, the Florida Fire Prevention Code, and the National Electrical Code shall apply to construction.

Clean Up:

All construction site debris will be placed in a container on a daily basis. No debris is to be left anywhere on/in the premises. All areas will be thoroughly cleaned at the completion of the project. All debris will be disposed of legally.



Pay Requests:

- The Contractor shall submit all final municipal permit inspection approvals, written warranties and owner/maintenance manuals with all final pay requests. No funds will be disbursed until all required inspections and final approvals from the Building Department have been obtained.
- Faxed pay requests will not be accepted.
- For rehabilitation projects a partial pay request may be turned in after 50% of the work has been completed and inspected. The partial payment dollar amount will not exceed 60% of the total job cost.
- Pay Requests for reconstruction projects will be issued as follows:
 - 1. 10% upon permitting
 - 2. 15% after slab pour.
 - 3. 15% after lintel completion.
 - 4. 25% after dry-in
 - 5. 25% after drywall completion
 - 6. 10% at completion after final, Certificate of Occupancy and all utilities are operational.
- Pay Requests for minor, moderate and substantial rehabilitation projects will be issued as follows: Monthly by the 15th of each month for work in place, inspected and approved by the municipality and the Community Development Office representative.

Note: Any deviations to the above payment schedule must be approved in writing by the County or its designee.



Bathtub - Gateway Bathtub, Eljer Plumbingware

Bathtubs and Showers - LascoatTM 2-Piece Tub and Shower Unit, Lasco Bathware Molded sectional. BathLockTM front installation system. Integral toiletry shelves and acrylic

Bathtubs and Showers - Ventura Enameled Steel Bathtub, Eljer Plumbingware One-piece construction for recess installations. Diagonal brace. Sound-deadening foundation pad. Straight tiling edges. Full wall flange. Slip-resistant bottom. 40-gallon capacity. 60-inch by 30-inch by 15-1/4-inch

Carpet Pad - Carpet Cushion, Leggett & Platt; 6-Pound, 7/16" Thick Ultimate, Red and Black; 8-Pound, 5/16" Thick Berberbond, Blue and Black

Ceiling Fan - With Light Kit, 52-Inch Home Depot Brand

Ceiling Mount Fixtures - Glass Globe Ceiling Light Fixture. 8-inch white dome fixture with polished brass fitter. Uses one 60 Watt bulb, sold separately. UL Listed.

Ceiling Texture - Interior Paint Ceiling Spray, Popcorn Supreme Polystyrene - Acoustical, Litex, Inc. Polystyrene.

Ceramic Decorative Tile – 4x4 American Marazzi

Composition Shingles - Fiberglass Asphalt Shingles, Timberline® Select 30, GAF "Shadow AccentTM". 12" x 36". Class A fire and wind ratings. "Dura Grip" adhesive seals Rustic, wood-shake appearance.

Cooktops - 30" Built-In Gas Cooktop, GE Appliances; No. JGP328WECWW, White

Cooktops - 30" CleanDesign Electric Cooktop, GE Appliances

Dishwashers - 6-Cycle Dishwasher, GE Appliances; Push-button controls operate with ease. QuietDesign[™] sound package or better.

Door, Exterior Steel - 6-Panel Prehung Swing Out Steel Door with peep hole, Stanley® 24gauge galvanized steel construction. Foam core. 12" lock block adds strength to lockset and deadbolt. Impact-resistant laminated glass adds to overall security. Matching caming, hinge and sill finishes. Jamb guard security plate resists forced entry. No brick mould. Fixed sill. 4-9/16" primed jamb. Triple sweep and compression weatherstripping eliminates drafts. Factory primed, ready to paint any color. Thermal-break threshold. 20-minute fire rating. 10-year limited warranty.

Door, Interior - Pre-hung Flush Lauan - Includes casing. Hollow core. Finger-jointed jamb. Ready to paint.

Door, Interior Bi-Fold, Flush - Lauan, Premdor, 1-3/8" thick. 2-door. Pre-hinged. Includes track, hardware and instructions. 80" high. Prehinged, pre-fit ready to install. Ready to paint, stain or varnish.

Door, Screen - EZ Hang Villager Metal Screen Door, Villager Series in black, bronze or white. Metal Industries 1" x 2" frame. Kick plate. Reversible hinge. Includes all hardware. Prehung.

Door, Storm, Self-Storing - Series 941, Metal Industries, Pneumatic closer and sweep. Tempered safety glass. Maintenance-free finish in Black, Bronze or, White. Push-button hardware. 1" x 2-1/8" frame size. Includes screen.

Doors, Patio, Vinyl - Better-Bilt Aluminum Products, Series 470 HP, Bronze or White, Single Glaze.

Dryer Venting - Flexible Vent Duct, Deflect-O.

Drywall Texture Patch - , Spray Texture, Spraytex

Entry Locksets - Keyed Entry Knob, Kwikset, Polished Brass, 2-3/8" backset, 1" x 2-1/4" square corner faceplate, 2-1/4" high full lip square corner strike. Keyed exterior. Turn-button on inside. Labor to include mortising of door.

Entry Locksets - Keyed Entry Lever Lockset, Lido, Kwikset . Lifetime finish and lifetime mechanical warranty. Grade 2 security. Pick resistant. Dual torque springs for increased durability and performance. No sagging. 3-step installation. Labor to include mortising of door(s).

Entry Locksets, Deadbolt – Defiant . Adjustable latch to fit 2-3/8" and 2-3/4" backset. 1" throw. Hardened steel roller. Adjustable backset. To meets or exceed ANSI (American National Standards Information) test for over 200,000 opening and closing cycles. Polished brass. Labor to include mortising of door(s).

Faucet, Kitchen - Single-Handle, Deck Spray, Delta Deck mount. 8" center set. 3-hole installation. Vegetable sprayer included. Machined brass valves. Washerless design. Lifetime warranty.

Faucet, Kitchen, Dual-Handle - American Standard Cadet . Deck mount.

Faucet, Laundry - 2-Handle, Glacier Bay Deck mount. 4" center set. Drip-free washerless cartridge. Standard 3/4" hose thread on end of spout. 12-year limited warranty.

Faucets, Tub and Shower - Single Control Tub And Shower Set, Moen . Pressure balanced. Lever handle. Includes adjustable-spray shower head, arm and flange, and diverter spout with flange. ADA compliant.

Flashing, Roof - Galvanized Metal Roof Edge, Z-Flashing, gauge per code. Valley and Roll Flashing, Southeastern Metals, Galvanized gauge per code.

Flood Light - with Photo Cell, Lights of America

Gas Ranges - 30" Gas Range, Free-Standing, Hotpoint; Lift-up cooktop with easy-clean subtop. Twin cooktop burners. Extra-large standard cleaning oven with 2 shelves. Standing pilot ignition system. Drop-down broiler drawer. Dimensions: 26-1/2" deep x 30" wide. No. RGB508PPAWH

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter and accessories, Amerimax.

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter, Amerimax

Gypsum Board - Permabase[™] Cement Board, National Gypsum w/double-wrapped edge.

Gypsum Board - USG Shectrock[®] Moisture -Resistant Gypsum Pane; 1/2" Thick, 4' x 8', Greenboard

Gypsum Board -USG Sheetrock® Drywall Panel 1/2" Thick, 4' x 8'

Insulation, -Air Infiltration Barrier, Roll - Tyvek Homewrap

Insulation, Batt - R-30 Kraft Face, 23" Wide

Insulation, Fiberglass Roll - PinkPlusTM and PinkWrapTM, Owens Corning

Lavatory Sink - Drop-In - Eljer Plumbingware, Round. Enameled steel. Self-rimming. Two soap depressions. Front overflow. Includes mounting clips.

Lavatory Sink - Oval Drop-In Lavatory Sink, Vitreous china, Self-rimming, Front overflow. Eljer Plumbingware .

Lumber:

Cedar - Western Red Cedar

Douglas Fir - Standard and Better Kiln Dried Douglas Fir

Framing, Treated - No. 2 Pressure Treated Southern Yellow Pine, .25

Southern Yellow Pine - Kiln Dried No. 2 Prime Southern Yellow Pine

Studs - 25 Gauge Steel Studs and tracks

White Wood - Kiln Dried No. 2 and Better White Wood/SPF Nominal sizes. Actual size is about 1/2" less when dry. "SPF" may be either spruce, pine or fir.

Lockset - Keyed Entry Knob Combo Pack With Deadbolt, Kwikset

Modified Bitumen - Per Code

Outdoor Security Light Fixtures - Entry and Patio Security Light, Regent Lighting; Aluminum construction with black finish. Perfect for entries, patios, pools and decks. 8500 square foot coverage. On at dusk, off at dawn operation. Mounts to standard lampholder mounting plate with adapter. Uses high pressure sodium bulb type, 70 watt, S62, medium base. Operates on 120 volt. Dimensions, 11-inch long x 8-1/2-inch high x 8-inch wide. Lifetime warranty. UL Listed for wet locations.

Paint - Interior and Exterior Enamel, Premium Plus®, Behr

Range - Electric, GE Appliances Spectra™ Free-Standing QuickClean™

Receptacle, Duplex, Residential Grade – Leviton . 125 Volts. Large head terminal screws accept up to 10-gauge copper or copper-clad wire. Quickwire push-in terminals accept up to #12 copper or copper-clad wire. All screws in place. Shallow receptacle preferred by professionals. Ivory. UL Listed.

Refrigerators - GE Appliances (side-by-side, water and ice in door hooked-up. Minimum 18 cubic feet).

Register and Grilles – Supply and Return Air Grille, Sidewall or Ceiling Register Grille, Three-Way, Stamped steel, Curved blade damper. White EDP finish. Selkirk Metalbestos.

Roofing Felt, Building Paper - 15-Pound Roofing Felt, Asphalt saturated. ASTM code approved

Roofing, Rolls, - Mineral Surface - Mineral Guard Roll Roofing, GAF Fiberglass reinforced. Meets ASTM D 3909. 2" selvage-edge overlap.

Seismic and Hurricane Ties - Simpson Strong-Tie; Galvanized finish

Shower Stall, One-Piece - LascoatTM, Lasco; One-Piece Shower Stall, LascoatTM, Lasco; Integral toiletry shelves; center drain; slip-resistant, textured bottom not listed by IAPMO or FHA.

Shower, Stall Wall Kit - American Shower And Bath

Side by Side Refrigerators - GE Appliances (side-by-side, water and ice in door hooked-up. Minimum 18 cubic feet).

Siding, Cement Fiber - Fiber Cement Lap Siding

Sink, Stainless Steel - Single Bowl - Signature Series, Elkay® .

Smoke Detector - Alarm Control Smoke Detector, Firex® with False Alarm Control[™] quiets unwanted alarms for up to 15 minutes. Battery backup. Interconnectible with up to 18 units. Quick-connect wiring harness. 5 year limited warranty.

Soffit and Fascia, Aluminum - Aluminum Vented, Amerimax, color to be white (match existing trim where other than white)

Storm Door - Ultracore[™] Dual-Vent Full-View Storm Door, Emco Specialties Triple-Track window system allows ventilation from top or bottom or both. 1" Forevertech[™] composite frame, tough as steel, hard as rock. Solid-brass handle set with separate deadbolt security. Color is molded through the door so scratches wipe clean. Forever push-button closer holds door open with the click of a button. One-piece construction keeps moisture out. Elegant brassfinished sweep ensures tight seal across entire threshold. Black, Bronze or, White.

Toilet Seat - Solid Plastic Toilet Seat, Bemis Manufacturing Lightweight.

Toilets (Water Closets) - Patriot Toilet Bowl, Eljer Plumbingware . 1.6-gallon flush. Vitreous china. Two-piece. Elongated rim. Siphon action bowl with shelf-top tank.

Tub And Shower Faucet - Single Control, Moen Clear knob. To include, shower head, arm, flange, and diverter spout.

Tub Wall, Tub Surround - 5-Piece Overlap Construction Design Tub Surround, Tall Elite; 2 towel bars and 6 shelves. Fits alcoves from 49-inches to 60-1/2-inches wide by 28-inches to 31-inches deep. Panels are easy to trim for window openings. Limited 5-year warranty. White high-gloss finish.

Vanity and Top Combos - White Vanity with Cultured Marble Top, Woodcrafters, Arkansas style. Rigid thermofoil front. Raised square panel door. Concealed 35mm European hinges. Glue and dowel construction. Full overlay frameless construction. Fully assembled. Faucet sold separately. 18" Wide x 16" Deep

Ventilated Wardrobe/Storage/Utility Shelving - Closet Maid®. One-piece vinyl coated steel construction with 1-inch spaced wires including horizontal bar for hanging items.

Vinyl Siding - Castle Ridge® Vinyl Siding, Georgia-Pacific Double 5" traditional lap profile, 12' long panels, 10" exposure, 044" thick, deep-embossed wood-grain texture to look like wood with matching trim and accessories

Wallboard - USG with fiberglass joint tape

Water Heater - Electric or gas, General Electric 40 gallons, Energy Star Rated.

Water Heater, Electric - Profile Performance[™], General Electric. 12-year warranty. Include temperature and pressure relief valve. Brass drain valve. Self-cleaning system. Stainless steel heating elements. 53 gallons per hour recovery rate. 21" diameter, 46" height. \$397 estimated annual operating costs. 0.92 energy factor. 20 R-Factor on insulated jacket. Meets or exceeds NAECA and ASHRAE requirements.

Window Sill - Marble Sill

Windows, Aluminum Series - Better-Bilt 770 Single-Hung Tilt-In Aluminum Window, Single glazed. Operating sash tilts in for easy cleaning. Designed with front flange for block type construction. Spiral balances for easy sash operation. Marine glazed. 1-inch nail fins on head and 7/8-inch jambs on sill. 1/2 screen. 2-inch frame depth. R30 AAMA certified. Continuous coverage warranty. By actual size, width x height.

1. CONCRETE

These general specifications are mandatory where applicable:

- a. No concrete shall be placed over grass, roots, or foreign material.
- b. All reinforcing shall be free of scale or coatings that reduce concrete bond.
- c. All reinforcing rods shall be deformed, except plain reinforcement shall be permitted for spirals or tendons. Reinforcement shall be permitted per ASTM Standards listed in ACI 318.

d. All concrete slabs shall be separated from existing construction by 1/4" asphalt impregnated expansion control joint.

e. Fill dirt shall be clean and free of deleterious material.

f. All materials used for concrete forms shall be removed after concrete has set. Voids in exposed concrete surfaces shall be filled with cement and dressed smooth.

g. Concrete to have a minimum strength of 2500 psi.

2. PIERS AND BASES

Piers shall be of reinforced concrete (2500 psi) minimum dimension 8" x 8" height equal to distance from bottom of joist or sill to existing ground surface.

Termite shields shall be placed on top of all piers.

Bases shall be minimum 4" thick concrete (2500 psi) 16" x 16" or larger. Bases must be set on firm soil below existing ground level. Bases shall not be set on grass, weeds, or other deleterious material.

STEPS

з.

a. Precast

Steps shall be standard size, placed over concrete slab, $4^n \ge 4'-0^n \ge 4'-0^n$ and firmly anchored.

b. Hollow Placed

Steps shall be formed in place over 8" x 16" footer. Wall thickness shall be minimum 4"; maximum rise and tread dimensions shall comply with the Florida Building Code (2004-Residential).

c. Frame

Steps shall be P.T. 2" x 12" stringer, Riser and tread dimensions shall comply with the Florida Building Code (2004-R). Bottom of stringers shall rest on concrete pads and be firmly anchored. Treads shall be installed with crown of wood up and only galvanized nails will be used.

d. Safety Rail

Rail shall be of material called for in work write-up by specialist and firmly anchored at both top and bottom using an approved method and galvanized bolts, screws or nails. Rail shall be 36". A 4" diameter sphere cannot pass through any opening up to a height of 34".

e. Other

Any other type steps not listed will be written in detail on bid specifications.

4. FOOTINGS

Footings shall be minimum 2500 psi reinforced concrete. Reinforcing steel shall be deformed, with a minimum lap of 40 bar diameters. Footing reinforcements shall have a minimum concrete coverage of 3" on bottom and sides. Form work shall be used when existing soil is not sufficiently firm to retain concrete. No concrete shall be placed over grass, roots, or foreign material.

5. FOUNDATION WALLS

Masonry walls shall be nominal 8" x 8" x 16" hollow masonry block laid with full mortar begging in a running bond, unless otherwise specified.

6. CONCRETE SLAB

All concrete slabs shall be a minimum 4" thick, 2500 psi concrete. Reinforcing shall be $6" \ge 6"$ No. 10/10 welded wire over 6 mil waterproof membrane after approved application of termite treatment. No concrete to be placed on grass, roots, or foreign material. All back fill shall be well tamped and level before placing of concrete. Top of slabs placed on existing grade shall be minimum 8" above surrounding soil. Termite treatment is required.

7. CARPENTRY-GENERAL SPECIFICATIONS

These general specifications are mandatory where applicable:

a. Framing shall be level, straight, plumb and true. Framing shall fit closely; set to line and level indicated and fastened in place rigidly. Framing members shall not be cut, notched, or bored more than 1/4 of their depth without adequate approved reinforcing. Boring shall be in the middle 1/3 of the member. Floor joists shall not be cut, notched, or bored more than 1/6 of their depth. Any such cut, notched, or bored shall not exceed 2" in diameter and shall be in the end 1/3 of span only.

b. All studs shall be 16" O.C. All exterior and load bearing stud walls shall have double top plate.

c. All exterior and bearing walls shall have minimum header design per F.B.C. for all loads over all openings. Any rough opening exceeding 5 LF in width will require solid 1/2 plywood core running continuous length of header.

d. All structural framing lumber shall be construction grade or better. Moisture content shall not exceed 19 percent at time of installation.

e. No untreated wood shall be in contact with paving, concrete or masonry within 6" of finish grade. All wood within 6" of the finished grade shall be preservative Treated.

f. Furring strips applied to masonry shall be 1" x 2" pressure treated pine.

g. All framing exposed to weather shall be nailed with galvanized nails. All exterior nailing shall use galvanized nails.

h. Minimum thickness of sill plates shall be nominal 2". Minimum, bearing for ends of joists on wood framing shall be 3-1/2". Sills in contact with masonry or concrete shall be preservative treated.

i. All new untreated exposed wood must be primed or stained within 48 hours of installation.

8. FLOOR FRAMING

a. All new or replaced floor joists shall be supported at their extreme ends by either a 2"
x 2" ledger or metal joist hanger. Toe nailing only <u>will not be acceptable</u>. No splicing of floor joist between supports will be permitted.

b. When replacing deteriorated floor joists; new joists shall be of No. 2 yellow pine or equal, pressure treated and having same dimensions as old joists.

9. EXTERIOR WALL FRAMING SPECIFICATIONS

a. Unless plywood sheathing is used, <u>new corner posts</u> on exterior wooden walls shall be diagonally braced per F.B.C. (2004 Residential/2004 Existing).

b. Top plates shall be double 2 x 4's. Plates shall be lapped at corners and lapped or anchored to principal intersecting partitions. Splices in lower member of top plate shall occur over studs and in upper member at least 4 feet away from splice in lower member.
c. Top plates for interior non-bearing partitions may be single. When top plate is parallel to ceiling or floor framing, install 2 x 4 cross blocking not more than 4 feet O.C., unless double joists are provided top and bottom.

10. NEW INTERIOR STUD WALL

A new stud wall should be built as described in specifications. Studs shall be nominal 2" x 4" on 16" centers. Sole plates shall be pressure treated if laid on masonry or concrete.

11. ROOF FRAMING-REPAIR (RAFTERS)

All damaged or deteriorated rafters shall be removed entirely. <u>No splicing of any rafter</u> <u>will be permitted</u>. When <u>rafter tails are to be replaced</u>, they shall cut back flush with exterior siding. <u>New</u> rafter tails shall be of same dimension as the old and attached to

the existing rafter by extending into the building twice the distance of the overhang and nailed to the existing rafter and nails driven through roof sheathing from top side. All saw cuts on roof framing and rafters shall be to the line and closely fitted.

12. ROOF FRAMING-GENERAL SPECIFICATIONS

a. Conventional Framing

When a ridge board is to be installed, it shall be a minimum of 1" in thickness and not less in depth than the cut ends of the rafters it joins.

<u>Ceiling joists and rafters</u> shall be nailed to each other where possible. Ceiling joists shall be continuous or joined together over a partition to provide a continuous tie across the building.

<u>Plywood sheathing shall be minimum 4'-0" x 8'-0" x 1/2" thick with butt clip between</u> <u>rafters. Solid sheathing shall be a nominal 1" x 12". Strip sheeting shall be 1" x 4" on</u> 12" centers. All end joints shall be made over rafter. <u>Adjacent end joints shall be</u> <u>staggered</u>. Sheathing supporting barge or trim rafter shall extend back onto roof minimum of 4'-0".

When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Manufactured Truss System

When called for in the Work Write-Up, a trussed roof system will be custom engineered (designed) and built for the specific house being rehabilitated. Trusses will be installed per manufacturer's specifications and properly secured to bearing walls. Overhang will match existing or be specified in Work Write-Up.

13. FLOORING-REPAIR

All damaged, loose or broken sub flooring shall be repaired or replaced before installation of a finished floor. Spot repairing of existing tongue and groove flooring shall be made so that end joints occur over a floor joist. Adjacent end joints shall be staggered. Replaced flooring shall match existing in size, quality, and finish, unless otherwise specified.

Flooring or floor covering, when repairing, shall extend into closets and storage areas. 3/4" B-C grade exterior plywood may be used as a substitute when underlayment or floor covering is to be applied.

Replace Shoe Mold

When necessary to remove existing shoe mold in order to repair damaged flooring, new shoe mold shall be installed and finished to match existing shoe mold.

14. UNDERLAYMENT

a. Underlayment shall be 3/8" B-C exterior plywood or 3/8" underlayment plywood or approved equal. No CDX with unfilled voids will be allowed.

b. Any loose flooring or boards to be securely nailed prior to underlayment installation. It shall be nailed securely in a minimum 5" square pattern with screw shank nails to prevent bulging and loose or springy areas. Seams and butts shall be made over floor joists. Plywood seams shall run at right angles to sub flooring seams whenever possible. A suitable filler (Fix-all or equal) shall be applied over seams, indentations, or other openings in the underlayment to provide a smooth surface suitable for resilient floor covering.

15. PLYWOOD FLOORING AND REPAIRS

a. Replacing with New

Replacement shall be 3/4" exterior grade plywood. End joints shall be staggered and occur over floor joist.

b. Subflooring

Sub flooring shall be the same as above, or substitute of 1" x 8" or 12" flooring, diagonal application. End joints to occur over floor joist.

16. HARDWOOD FLOORS-SAND AND VARNISH

a. Repairs

Shoe molding shall be removed and all defective hardwood flooring taken up from the subfloor using care not to rip up or break the tongues from the flooring strips or places that are intended to be retained. Then new matching flooring shall be laid in accordance with the best standard practice of the trade. The entire floor (both existing and repaired) shall then be inspected for protruding nails and any nails found to have popped out shall be countersunk. All flooring will be blind tongue nailed.

b. Refinishing

(1) After all other trades in the area are finished with their work, the flooring shall be stripped, then sanded with a heavy-duty commercial type power-driven sander. Coarse, medium, and fine grades of sandpaper shall be used to produce a uniform, even, and smooth surface. After sanding, the flooring shall be swept or be vacuum cleaned as necessary to remove all dust and dirt.

(2) Where the hardwood flooring abuts a resilient floor covering, a standard aluminum, edge strip shall be attached at the edge of the flooring with countersunk flathead screws. The aluminum edging shall be as close to the thickness of the installed flooring as possible on one side and shall taper off to a thickness of approximately 1/8" on the other side.

(3) The flooring shall then receive:

(a) If specified in Rehabilitation Report, an approved wood stain (as listed paint section)

(b) A penetrating sealer followed by two (2) coats of hard spar (marine) varnish, or a coat of polyurethane thinned with mineral spirits as a sealer, followed by two (2) coats of uncut polyurethane (min. 45% resin content).

(c) Appropriate barriers and signs shall be erected to keep people from walking on the floor until the floor finish has cured and set. Then paper shall be laid from door to door to inhibit people from walking on the floor.

(d) Shoe mold or quarter round that was removed shall be reinstalled or replaced by new clear wood molding and finished to match floor.

17. EXTERIOR FLOORING

Tongue and groove flooring for exterior porches or enclosed utility rooms shall be 1" x 4" "C" grade Long Leaf Yellow Pine. When the width of an existing wooden porch is 9'-0" or less, flooring shall extend from main body of structure to outer extremity of porch. No splicing will be permitted in any application unless the spliced flooring is 4'0 " or more in length. Adjacent end joints in runs of flooring must be staggered.

<u>EXEMPTION</u> 1" x 4" clear fir flooring applied with 6-penny finish nails set and caulked. This application can be used only when called for in Bid Specifications.

18. OAK FLOORING

Flooring shall be $25/32" \ge 2-1/4"$ end matched tongue and groove (select red oak, select white oak), <u>sanded sealed</u>, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

19. PINE FLOORING

Flooring shall be nominal 1" x 4" tongue and groove, "C" grade Long Leaf Yellow Pine, sanded, sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

20. FLOOR COVERING-TILE

Over underlayment install indicated tile using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, finished with two (2) coats of pint or varnish as designated by owner.

No self-stick tile will be accepted.

No installation of new floor tile over existing tile will be allowed.

21. FLOOR COVERING-SHEET VINYL

Over underlayment install indicated sheet vinyl using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, <u>finished with two (2) coats of pint or varnish as designated by owner</u>. Sheet vinyl shall be as manufactured by ARMSTRONG, or equal.

Sheet goods must meet Federal Specification L-F 001641, Type 3, Class 3, or MPS 4900.1, minimum wear layer thickness .010", ARMSTRONG "Builder Basic" or "Castillian," GAFSTAR "Standard," CONGOLEUM "Builderflor" or "Pacemaker," or equal.

22. FLOOR COVERING-CARPET

Carpeting and pad must be F.H.A. grade (Federal Specification UM44-C). Carpet pad, if separate, shall also meet F.H.A. specifications.

23. FLOOR COVERING-CERAMIC

Ceramic floor tile shall equal or exceed the standard grade requirements of U.S. Department of Commerce Simplified Practice Recommendation R-61-61 and Federal Specification SST-308-b. Floor tile shall be standard grade, selected by owner, set in cement mortar "tickbed" base. All ceramic floors shall be finished with ceramic cove base tile.

24. BASE AND SHOE MOLDING

a. 9/16" x 3-1/4" Clam Shell - F.J. (for painting) or clear (for staining)

- b. Vinyl Base Molding 4"
- c. Standard to match existing

d. Shoe Molding 3/4"

Finish wood molding with two (2) coats of semi-gloss paint or varnish as designated by owner.

25. WALL FINISH-PLASTER/"BLUEBOARD"

Rake cracks clean, remove loose plaster or drywall and fill holes and cracks with patching plaster, or drywall joint compound as applicable. New repair shall be struck level with surrounding surface and finished to match existing surface texture.

26. WALL FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" is the trade name for any several brands of plaster base with a high strength, high density gypsum core covered with special absorption face paper for application of vencer (1/16) to 3/32° thick) high strength plaster.

Where indicated, damaged areas are to be cut out square with centerline of existing studs or furring strips. New sections are to be fitted to butt loosely to existing base, nailed in place, taped, and new veneer coat applied level with surrounding surface.

In new construction, plaster base shall be attached to $2^{\circ} \times 4^{\circ}$ stude 16° on center, or 1° $\times 2^{\circ}$ pressure treated furring strips 16° on center, with nails or screws with 6° to 7° spacing. Sections are loosely butted; joints shall be covered with perforated tape, and filled with a quick setting scratch coat prior to application of the veneer surface.

NOTE: This construction shall not be used where normally exposed to excessive moisture humidity, or temperature.

27. WALL FINISH-DRYWALL

Sheetrock shall be taped, bedded and sanded smooth. Sheetrock may be butted to existing square-cut baseboard. Any existing baseboard, window or door trim not adaptable to butting of sheetrock, shall be reduced to square cut, removed and reinstalled, or replaced with new trim over sheetrock.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water-resistant gypsum board shall be used in wet area of bathroom, of utility room, or of exterior porch ceiling.

28. WALL FINISH-DRYWALL OVER FURRING STRIPS

Walls shall be 1/2" sheetrock (or other as called for in Write-Up), taped, bedded, sanded, installed over 1" x 2" P.T. furring strips 16" on center. Sheetrock may be butted to existing square cut baseboard. Any existing baseboard, window or door trim, not adaptable to square cut, shall be removed and reinstalled or replaced with new trim over sheetrock. 1" x 4" P.T. shall be installed along floor, and beneath and on both sides of windows. 1" x 8" P.T. shall be installed above windows, and extending 6" beyond each side of window.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water resistant gypsum board shall be used in wet are of bathroom or utility room.

29.

WALL FINISH-WALLBOARD-REPAIR

New panels or sections of similar type (wood, cane fiber, wood pulp, etc.) and same thickness, to be butted to existing panels and nailed in place nail from $6" \times 8"$. Joints to be concealed by perforated tape and joint compound. Trim or molding removed shall be reinstalled or replaced with new material of matching size and shape.

30. WALL FINISH-(Prefinished Paneling)

To be a minimum of 3/16" in thickness; dent, scratch and stain resistant surface. Installed on a clean flat surface in accordance with good standard construction practice, free of any damage on surface. Nailed <u>in the grooves</u> with colored paneling nails to mach color of groove. All joints to be tight to eliminate cracks from showing. On furred walls, strips to be 16" on centers with P.T. 1" x 2", with one (1) piece of 1" x 4" running horizontal to floor so that base can be nailed into it to keep bottom of paneling from warping. At ceiling, install horizontal 1" x 2" furring strip for nailing ceiling cove and to keep paneling from warping. Trip to be prefinished or natural wooden molding, or simulated vinyl (no fabric covered type) installed in a good construction practice, free of any damage on surface. Install with mitered cuts, tightly fitted and nailed with colored paneling nails to match molding. Flame spread rating of all paneling and trim material to be 200 or less.

31. WALL FINISH-CERAMIC TILE-THINSET

Ceramic tile shall be installed using thinnest. Trim edges with bull nose tile. Wall tile shall equal or exceed the Standard Grade requirements of the U.S. Department of Commerce Simplified Recommendation R-61-61 and Federal Specification SST-308-b. Wall tile shall be of standard grade $4" \times 4" \times 1/4$."

32. WALL FINISH-CERAMIC TILE-MASTIC

Ceramic tile shall be installed in tub area to a height of 60" above tub using mastic on M/R drywall. Trim edges with bull nose tile. Wall tile shall equal or exceed Standard Grade Requirements of the U.S. Department of Commerce. Wall tile shall be of standard grade 4" x 4" x 1/4." Include installation of one (1) towel bar and soap dish in tub area.

33. FIXTURE SET FOR BATH

a. Ceramic

Set shall include paper holder, toothbrush holder, medicine cabinet, one (1) towel bar in addition to soap dish and towel bar in tub area. All fixtures to be securely fastened to wall.

b. Chrome-plated Metal

Set shall include paper holder, toothbrush holder, medicine cabinet, and one (1) towel bar in addition to soap dish and towel bar in tub area. All metal fixtures will be securely fastened with appropriate hollow wall anchors.

34. TILE BOARD

Prefinished wall panels of 1/8" hardboard with water repellent finish and al necessary chromized aluminum, non-oxidizing, tarnish resistant rim shall be applied to wall according to manufacture's specifications. Apply to smooth clean surface.

35. CEILING FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" plaster base (1/2") shall be attached directly to wood joists and nailed 6" on center. Joints shall be covered with perforated tape and fill with quick setting scratch coat of plaster prior to application of the veneer coat (1/16" minimum).

36. CEILING FINISH-DRYWALL

If joists are 16" on center, the ceiling shall be 1/2" sheetrock tapped, bedded, and sanded smooth form painting. (If ceiling joists are 2'-0" O.C., 5/8" sheetrock must be used.) Drywall may be applied directly to existing ceiling.

3/4" to 1-1/2" cove molding shall be used only when ceiling butts to wood or paneled walls.

37. CEILING FINISH-DRYWALL OVER FURRING STRIPS

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. Sheetrock shall be installed over 1" x 3" furring strips, 12" on center.

38. DROP CEILING-DRYWALL

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. New ceiling shall be installed over appropriate dimension new ceiling joists spaced 16" on center. New ceiling joists may be fastened to existing ceiling joists or rafters to prevent sagging--spacing of any supports not to exceed 6'-0".

39. DROP CEILING-SUSPENDED

a. New

Acoustic tile ceiling suspended on exposed or concealed grid system to be installed per manufacturer's specification.

b. Repair

Damaged or stained panels to be removed. Necessary grid repairs shall match existing system. Existing panels may be use if color and texture match new panels.

40. CEILING FINISH-TILE

Ceiling tile shall be installed over 1" x 3" furring strips 12" on center Acoustical ceiling tile shall be of the interlocking type, 12" x 12" x 1/2", pattern and color as selected by the owner. Perimeter of ceiling shall be finished with manufacturer's recommended ceiling molding.

41. CEILING FINISH-REPAIR

The repaired area shall conform to the rest of the ceiling and be finished in a good "workmanlike" manner.

42. SCUTTLE HOLES

Scuttle holes shall be installed in area indicated on Work Write-Up (size 22" x 36") and trimmed to conform to ceiling surfaces.

43. WINDOW AND DOORS-REPAIR

The door or window repaired shall operate smoothly, close and lock securely, and shall be weathertight.

44. DOORS-GENERAL SPECIFICATIONS

When installing doors contractors shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces. All doors specified as new shall be complete with new hardware and new lockset - WEISER, DEXTER, or SCHLAGE only. After trimming and fitting of door, all edges shall receive same finish as sides of door. <u>Threshold and vinyl edge door stop to be included</u> on exterior doors only.

Interior doors shall be 1-3/8" flush, hollow core, lauan or beech, finish as designated by owner.

Exterior combination door shall e 1-3/4" panel lower half, with window and screen insert upper half, varnish grade, finish as designated by owner.

Door stops shall be added where necessary.

Exterior jambs shall be minimum 5/4 stock (Kerfed) jamb material, "C" Fir, or 2 x PT if used in block houses.

If trim is to be stained or varnished, it must be clear stock, not finger jointed.

Door viewer shall be 180° field of vision (min.), and be installed at a height convenient for owner above finished floor.

New exterior doors shall be primed or sealed as soon as possible after they are hung. This includes filling any gaps or holes, priming and sealing all four (4) edges.

45. WOOD SCREEN DOOR

New screen door shall have clear wood stiles, be 2-panel, 1-1/8" thick, complete with all new hardware, automatic closer and locking latch (not keyed)! Finish with two (2) coats of paint or varnish (owner's choice).

46. ALUMINUM SCREEN DOOR

Screen door shall be minimum 1" extruded-aluminum, prehung, with metal jamb, lock and closer.

47. WINDOWS GENERAL-SPECIFICATIONS

When installing new windows, contractor shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces. When installing a new type of window in an existing wooden frame, all grooves, offsets and projections on the side and head jambs and sills shall be finished flush and smooth.

Windows (aluminum awning or aluminum single hung) when specified new, shall include new aluminum screens, permanent weather stripping, positive locking device, nylon or stainless bushings, and aluminum lazing bead. New bathroom window to have obscure glass. The awning window shall have torque-bar operator. All windows and frames shall be thoroughly caulked at time of installation.

48. NEW WINDOW FRAMING

Window opening shall be framed to fit standard size windows with new casings and trim applied to match existing surfaces. Windows installed in bedrooms shall have an openable area of 24" high and 20" wide with a minimum net clear opening of 5.7 sq. ft. (Exception: Ground floor may have 5.0 sq. ft.).

49. WINDOW, WOOD-NEW SASH

New wooden sash shall be fitted to window opening so as to operate freely, lock properly, and be weathertight.

50. WINDOW SCREEN-ALUMINUM FRAME

New screens shall replace existing so as to give proper ventilation and insect prevention. Aluminum screen wire of 18×14 mesh shall be used. New latch and hangers will replace old. All old hooks and latches shall b removed and the holes filled.

51. WINDOW SCREEN-RESCREEN

a. Deteriorated screening shall be completely removed and replaced with 18×14 mesh aluminum or fiberglass screen. On wood frame window screens, all damaged or deteriorated molding shall be replaced with new matching molding. All damaged or missing hangers and hooks shall be replaced with new.

b. Rescreening of exterior porches shall be done using new 8 x 14 mesh aluminum or fiberglass screen. All damaged or deteriorated molding shall be replaced with new matching molding.

New wood molding shall be primed and then painted with semi-gloss exterior paint.

52. EXTERIOR SIDING-REPLACING/REPAIRING

New siding shall blend and conform with surrounding area. All joints shall be tight, and adjacent end joints shall be staggered a distance of at least two studs. <u>Caulk at all</u> window and door trim.

53. EXTERIOR SIDING-NEW (T-111.R.B. & B., ETC.)

Panels shall be $5/8" \ge 4'-0" \ge 8'-0"$ of pine or fir with no voids or patches on exposed surface. No 303 panels or seconds will be used. Install using 8d <u>galvanized finishing</u> nails 6" - 8" on center and 6" O.C. on panel edges.

Stain or paint per owner's request and according to Spec. No. 89-PAINTING.

54. EXTERIOR SIDING-ASBESTOS

New asbestos shingles shall be as manufactured by Johns-Manville "Ranch Grain Texture": 12" x 24" or equal. (Match existing shingles as closely as possible.) Shingles shall be applied over vapor barrier material as recommended by manufacturer. <u>Caulk</u> <u>all windows and door trim</u>.

55. EXTERIOR SIDING

a. Aluminum

New aluminum siding shall be not less than .024" thickness for wall panels and .032 for siding. Siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold.

b. Vinyl

New vinyl siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold. Siding shall be T-Lok solid vinyl siding by Mastic Corporation or approved equal. Product shall be installed by a licensed vinyl siding installer only.

56. TRIM

a. Aluminum

All door and window trim shall be covered with baked enamel coil stock (minimum .019").

b. Vinyl

All door and window trim shall be covered with vinyl stock.

57. SOFFIT AND FASCIA

a. Aluminum

Existing soffit material should be removed. Eaves shall be enclosed by installing baked enamel aluminum ventilated soffit material to underside of rafters. Enclosing the eaves shall include installation of fascia board and application of baked enamel aluminum over same. Soffit material shall be not less than .019" thickness, baked enamel aluminum. Non-structural aluminum sheets shall have a minimum thickness of .032.

b. Vinyl

Eaves shall be enclosed by installing vinyl ventilated soffit material to underside of rafters. Enclosing the eaves shall include installation of fascia board and application of vinyl over same. Vinyl shall be as manufactured by Mastic Corporation or approved equal.

58. SOFFIT AND FASCIA-FRAMED

a. Aluminum

Soffit shall be built under roof overhand and covered with baked enamel aluminum soffit material over wooden soffit framing. Aluminum soffit material shall be either ventilated, ribbed or V-groove, as selected by owner. Molding and trim shall be baked enamel aluminum. A fascia board shall be installed on rafter ends, and covered with baked enamel aluminum. Soffit shall be constructed 90° to wall, parallel to ground, and soffit supporting "look out" members shall be maximum 24" center to center.

b. Vinyl

Soffit shall be built as above and covered with vinyl as manufactured by Mastic Corporation or approved equal.

59. GUTTERS/DOWNSPOUTS

a. Aluminum

When gutters and/or downspouts are specified, aluminum gutters shall be installed over existing fascia, backstop with hangers recommended by manufacturer. Downspouts shall be place over concrete or fiberglass splash block.

b, Galvanized

Galvanized gutter and downspout installation, when specified, shall be the same as the above.

60. EXTERIOR SIDING-STUCCO

a. New Installation

All stucco work shall be installed In accordance with ASTM C 926 and C 1063.

If stucco is to be applied over frame construction, a waterproof building paper of 30 lb. asphalt saturated felt must be applied to siding. Over felt, nail 3.4 galvanized metal lath reinforcement wire 7" on center with 1" galvanized roofing nails. Over reinforcement, apply one (1) 1/2" scratch coat, one (1) 1/4" brown coat and one (1) 1/8" finish coat shall be used.

If stucco is to be applied over primed block walls a 3/8" scratch coat and a 1/8" finish coat shall be used.

Block walls with any existing paint, surface coat, or finish that would hinder proper adhesion, shall be sandblasted clean before application, and/or an approved cement bonding agent or lath applied.

b. Repair

Remove all damaged stucco. Repair or replace metal lath or wire fabric as necessary, and apply new stucco to match existing surface.

61. SPRAY CRETE

Shall be applied to clean prepared surface with a masonry bonding, if needed. Two coats machine application, troweled in, but not to be applied over wood. Second coat may have marble glitter at owner's option.

62. ROOFING-GENERAL SPECIFICATIONS

All roofing shall be installed per F.B.C. (2004 Residential). All valleys, flashings, and eaves drip shall be replaced with new F.H.A. grade metal. <u>All bare rafters shall have F.H.A. type metal edge.</u> All vents and stacks projecting through the roof <u>shall have appropriate new boots or flashing</u>. Eaves drip or gravel stop shall overlap a minimum of 3" or a clip will be installed over the joint.

All damaged or rotted sheathing boards shall be replaced with new. End joints shall be made over a rafter. Rotted portions of rafters shall be cut back to good wood and a new rafter rail scabbed-in adjacent to rotted one and extended back into the building a distance equal to 2/3 to 1/3 ratio.

No new roof will be installed over any old roofing. Sheathing supporting barge rafters shall extend back onto the roof at least 4 feet or additional supports installed no more than 2'-0" O.C.

Roofing nails shall not penetrate through roof sheathing at any open or visible spot.

When new roofing is installed, sagging portions of roof shall be braced with minimum 2" x 4" lumber from roof rafters to nearest bearing wall. Purlins or sole plates shall be used when necessary.

When a new roof is installed in conjunction with aluminum fascia, eaves drip or gravel stop, and flashing shall also be <u>aluminum</u>.

63. ROOFING-MODIFIED BITUMEN

. .

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install modified bitumen roofing material per manufacturer's specifications. Modified bitumen roofs shall carry a two-year unconditional warranty.

64. ROOFING-BUILT-UP

a. Tar and Gravel

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 4-ply, hot mopped built-up roof. Flood coat surface and cover with white river gravel.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Tar and gravel built-up roofs shall carry a five-year unconditional warranty.

b. Smooth Surface

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 3-ply fiberglass built-up roof (11-1/2" exposure) and emulsify the finished top surface per manufacturer's recommendations. Over emulsion apply a finish coat of fibered aluminum roof coating.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Smooth surface built-up roofs shall carry a two-year unconditional warranty.

65. ROOFING-METAL

Install metal starting strip on barge rafters and roof, indicated sections with five (5) Vcrimp metal roofing and F.H.A. type metal drip edge. Existing sections which are free of rust and not damaged may be used providing they are identical to the configuration of the new panels. Panels must be nailed and caulked in conformance with the manufacturer's recommendations.

66. ROOFING-STRIP SHINGLES (FIBERGLASS/ASPHALT)

Apply two layers of 15 pound asphalt felt over 19" overlap. Over felt, install 240 pound self-sealing Class "A" strip shingles per manufacturer's recommendations. Provide a 30 year pro-rated warranty certificate from the manufacturer.

67. OVERHEAD GARAGE DOOR

a. New

Shall meet F.B.C. Code wind standards.

Door shall be of steel or fiberglass, one piece or sectional as called for in Write-Up. It shall be of standard size and opening framed to fit. Installation shall include all new track, hardware, hanger brackets, and springs. New door shall have key lock and lock securely. Door shall be installed so as to be reasonably weather tight.

b. Repair

Repair shall include the replacement or repair or adjustment of existing door hardware to make door fully operational, lockable, and reasonably weather tight.

68. FASCIA/EAVES/SOFFIT-REPAIR

a. Fascia

Deteriorated fascia boards shall be replaced using like material or No. 2 pine of same dimension. When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Eaves

Deteriorated sections of eaves shall be repaired by replace rotted rafter tails, sheathing, and fascia board (if existing) with new material to match the existing wood in dimension. All rotted wood shall be cut out and removed.

c. Soffit

Deteriorated sections of soffit shall be removed and replaced with new material to match existing. Replace all deteriorated soffit screening with 18 x 14 mesh aluminum screen wire or aluminum vent strips.

69. SOFFIT-EAVES

All eaves of house/accessory building, including gable ends shall be enclosed. This shall be done by applying 3/8" exterior plywood to underside of rafters. Enclosing of eaves shall include installation of fascia board. Soffit vent shall be 18×14 mesh aluminum wire or aluminum vent strips.

70. SOFFIT-FRAMED

Soffit shall be 3/8" exterior plywood installed from end of rafter to wall of structure. Soffit shall be constructed at 90.° to wall, parallel to ground, and shall not be attached to bottom of rafters. Maximum spacing for soffit supporting "look out" members shall be 24" center to center. Soffit shall be finished at wall with molding strip and at end of rafter with a fascia board. Soffit vent shall be 18 x 14 mesh, aluminum wire, or aluminum vent strips.

71. CABINETS-VANITY

Lavatory base cabinet shall be clad with mica plastic (1/32" minimum thickness) on sides, front, doors, and drawers. Top shall be approximately 22" wide with 3" back splash, mica "curv-a-top," or wood covered with mica plastic (minimum .050" thickness). Lavatory basin shall be 18" round porcelain enamel on steel. Imitation molded marble tops may be used as substitute. <u>Vanity installation should include new center set pop-up drain, new trap and supplies, and shut-offs.</u>

72. CABINETS-MEDICINE

Shall be standard size of <u>stainless steel</u>, recessed, with minimum three (3) shelves, and <u>plate glass</u> mirror, unless otherwise specified on Work Write-Up.

73. CABINETS-KITCHEN BASE

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Base cabinets shall be plastic clad (minimum 1/32" thickness) with appropriate doors and drawers. Top of cabinet shall be approximately 25" wide with a 4" back splash covered with mica (.052" minimum thickness).

b. Repair

Repair shall include replacing all hinges and pulls with new and replacing any damaged drawer guides or slides with new. After repair, doors and drawers shall operate smoothly and close properly. All unrepairable drawers and doors will be replaced.

c. Refinish

Interior of cabinets will be repainted with washable latex enamel following accepted paint procedures. Exterior surfaces will be painted or varnished or may be covered with mica at the owner's request.

74. CABINETS-KITCHEN UPPER

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Upper kitchen cabinets shall be clad with plastic such as Formica V-32 (minimum 1/32" thickness) or equal. All doors shall be trimmed with plastic and painted inside.

b. Repair

Repair shall include replacing all hinges and pulls with new. After repair, doors will operate smoothly and close properly. All unrepairable doors will be replaced.

c. Refinish

Interior of cabinets and shelves will be painted with a washable latex enamel following accepted paint procedures. Exterior surfaces, at owner's request, will be painted, varnished or may be covered with Formica.

75. COUNTER TOP

Shall be approximately 25" wide with 4" back splash covered with mica (.052" minimum thickness) attached to base of chip board or exterior plywood--3/4" thick.

76. CLOSETS

Build a clothes closet in the indicated room by installing $2" \times 4"$ studs, 16'-0" on center from floor to ceiling. Inside dimensions to be 2'-0" by specified length. Closet shall be finished inside and out with 1/2" sheetrock and base board. Install flush, bi-fold, or bypass doors neatly trimmed out as called for in Write-Up. Include installation of a clothes shelf, hanger rod and finish flooring.

77. ELECTRICAL

When specified, the following criteria will apply:

a. New service panel shall include increasing capacity to indicated amps, proper grounding and installing lightning arrester. New service panel box shall include adequate number of circuits to avoid overloads. Label all circuits clearly.

b. All appliances shall be on separate circuits.

c. All new and existing exterior outlets and interior outlets in the kitchen, bath and laundry/utility room shall meet N.E.C.210.8 (A) 1-7 with GFCI's.

d. All exterior doors shall have an exterior light controlled from an interior wall switch.

e. Each room shall have a light controlled from a wall switch or a switched outlet.

f. No exposed wire connections will be allowed. All such joints will be properly taped and sealed in an appropriate electrical box.

g. Closet lights, when specified, shall be recessed units controlled from a wall switch.

h. New service panel locations shall be in conformance with local codes.

i. Wiring of new water heater or rewiring of existing water heater shall be in conformance with the National Electric Code (2002).

78. APPLIANCES

When called for new, shall be white or almond in color, in standard dimensions.

a. Electric Ranges

Will have standard oven, clock, and timer and shall be installed and tested for proper operation.

b. Gas Ranges

Will have standard oven, clock, timer and shall be connected to gas supply and tested for proper operation. Duplex receptacle shall be included with range when needed for range accessories.

c. Range Hoods

Shall have a light and a fan with a 2-speed motor with minimum 140 CFM minimum speed.

d. Refrigerator

Shall be installed in level position with duplex receptacle of no more than one (1) foot from unit. Minimum 18 cubic feet.

79 HEATING

a. Fuel Oil

Indicated model shall be installed and tested for proper operation. All existing flues, draft controls, thimbles, fuel lines, and stacks shall be replaced with new or provided new when needed. Where existing fuel oil stand and tank are in good operable condition, they may be used. Otherwise, provide and install new 100-gallon tank and stand. <u>Electric service to unit shall be included with blower models.</u>

b. Gas

Indicated model shall be installed in area designated and tested for proper operation. <u>No unvented gas heaters will be accepted</u>. All gas piping, appliances and connections shall meet the Florida Gas Code.

c. Electric

Heater shall be installed to meet National Electric Code (2002) and tested for proper operation.

Individual heaters shall be on separate circuits as per code.

Electric water heaters shall be installed complete with separate electric circuit. Proper wiring shall include use of No. 10 wire protected by Greenfield, bonding the hot and cold water pipes and grounding of unit.

80. APPLIANCE AND HEATING EQUIPMENT-REPAIR

All appliances such as ranges, refrigerators, range hoods, and all heating equipment shall be repaired and tested to assure safety of operation and maximum durability.

81. PLUMBING

All tubs, sinks, lavatories, and water closets, when provided new, shall be installed complete. New water lines shall be 1/2" copper, cpvc or pex joint piping per code. Where connecting copper to existing iron pipe, a dielectric union is required. All new chrome trim and fittings to include: faucets, traps, supply and return pipes, stops, diverter valve, lead and brass stubs, water closet in-and-out parts. As specified, shower rod shall be aluminum, or stainless steel screwed to wall.

Water lines, waste lines, and vents shall be of size and material approved by the Plumbing Code.

Gas water heaters shall be installed complete with gas lines and properly vented in accordance with applicable codes.

2006-2007 Residential Rehabilitation Products and General Specifications

A drain pan shall be installed under the water heater with a 1" diameter waste pipe and relief valve.

82. NEW ADDITIONS

When new additions are specified, all materials and workmanship shall comply with applicable codes and requirements.

83. ACCESSORY BUILDING-METAL

a. All metal utility buildings shall be prefabricated aluminum type with P.T. floor joists installed and anchored according to manufacturer's directions.

b. The building 8'-0" x 10'-0" or larger shall contain one (1) 3'-0" x 6'-8" metal door with lock in handle and an <u>optional</u> aluminum single-hung or awning window, <u>as called for</u> in the Write-Up.

c. When metal wall panels are less than .032 thicknesses and meet F.B.C. 2004.

d. All metal utility buildings shall be weather tight and designed so that the interior floor will be dry.

84. ACCESSORY BUILDING-FRAME

Construct a frame accessory building to specified dimensions along with a minimum 3/12 roof pitch and 12^* minimum roof overhang.

Garage shall be constructed as follows:

a. 8" x 16" continuous footer per F.B.C. (2004 Residential)

b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire mesh, 6 mil vapor barrier and termite treatment.

c. 2" x 4" studs on 16" centers pressure treated, sole plate, double top plate.

d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23." Hurricane clips every rafter. 1" x 8" cedar or #2 pine fascia with 1" x 2" drip strip of same material. Box in soffit and gable overhang with 3/8" exterior grade plywood. Roof sheathing to be minimum 4'-0" x 8-0" x 1/2" exterior grade plywood. Spacing of rafters shall be determined by the sheathing and other material used.

e. Both gable ends and all exterior walls shall be finished with 5/8" T-111 plywood or other code approved materials.

f. Roofing shall be 240 pound strip shingles over 15 pound felt. All roof edges shall have F.H.A. metal drip edge.

g. Install one (1) metal overhead door, 7'-0" x 8'-0."

h. Install one (1) 1-3/4" x 2'8" x 6'8" solid exterior door (half-combination, at owner's request) complete with jamb and entry lock.

i. Install one (1) aluminum awning or S.H. window C-23.

j. Vent through either gable or eaves.

85. ACCESSORY BUILDING-BLOCK

Construct a block masonry accessory building to specified dimensions along with a minimum, 3/12 roof pitch and $12^{"}$ minimum roof overhang as follows.

a. 8" x 16" continuous footer with two #5 rebars.

b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire or fiber mesh.

c. 8" x 8" x 16" cement block walls. Top course shall be "U" lintel blocks with one 5/8" rod and 2500 psi concrete. If 2" x 8" P.T. plate is to be installed, anchor bolts shall be 1/2" x 6" spaced 6'-0" on center. Exterior corners to have steel dowels and continuous 5/8" rods into lintel. Core to be filed with concrete.

d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23.

e. Both gable ends and all exterior walls shall be finished with tempered hardboard, grooved panels, or 5/8" T-111 plywood.

f. Install one (1) metal overhead door, 7'-0" x 8'-0."

g. Install one (1) $2'8" \ge 6'8" (1-3/4"$ thick) exterior combination door with jamb and entry lock.

h. Install one (1) aluminum awning or S.H. window C-23.

i. Vent through either gable or eaves.

86. FENCES

a. New

Shall consist of the chain link variety. Hot dipped galvanized wire, post, and fasteners. Entrance gates shall be minimum 36," driveway gates minimum 10'-0." Posts shall be anchored in concrete. <u>All fence installations shall be surveyed</u>. Height to be in accordance with local zoning regulations.

b. Repair

When called for Work Write-Up shall consist of reinstalling or replacing with new line posts, corner posts, top rail or section of fencing (chain link or wood) and repair or replacement of gates.

87. DEMOLISH AND REMOVE FROM PREMISES

All items listed under this specification shall be removed from premises before calling for final inspection. Remaining areas shall be left clean.

88. SMOKE DETECTOR(s)

Shall be a UL, F.B.C. and N.E.C. approved and installed unit with battery back up. Unit shall have a minimum one-year warranty.

89. PAINTING

Painters must be approved by Community Development before contract is approved.

a. General

No lead based paint will be used for any application. (This means any paint containing more than one percent (1%) lead by weight in the total non-volatile contents.)

All surface conditions identified as immediate hazards shall be thoroughly cleaned (washed, sanded, scraped, wire brushed, or otherwise cleaned) so as to remove all cracking, scaling, peeling, chipping, and loose paint on applicable surfaces. Such surfaces that have been so treated shall then be repainted with two coats of a suitable non-leaded paint in accordance with Section 35.14.

No interior or exterior painting is to be done without a painting inspection and approval to proceed (contractor shall request inspection after surface preparation has been completed). Any painting over dirt or over loose, scaling, or peeling paint will be rejected.

All surfaces including floors, walls, ceilings, trim, doors, and both sides of window and door glass, shall be cleaned, and excessive paint removed from same upon completion of painting.

b. Products

All painting products shall be standard, nationally known brands of "best grade" firstline quality with labels on the containers. All paint shall be delivered to the job site in unopened containers. All painting products shall be applied in strict accordance with manufacturer's specifications. Paint colors only shall be selected by owner.

c. Preparation

All joints in trim siding and frames shall be caulked by gun method before application of paint. Prepare surfaces by scraping loose paint, point up all cracks and holes, and sand smooth both exterior and interior surfaces. All foreign material such as nails, hooks, fasteners, etc., shall be removed, and the holes filled and sanded smooth. (Putty nail holes, cracks, and blemishes after primer coat has been applied, but before application of finish coats.) All stained and porous surfaces shall be sealed before painting. Coat all knots, sap streaks, and water stains with one (1) coat shellac, or other approved sealer, before painting. All masonry surfaces shall be pressure cleaned or wire brushed free of loose material; all voids will be patched and allowed to dry prior to painting. All metal surfaces will be scraped free of loose materials, and all rust removed prior to painting. Galvanized metal shall be allowed to weather two (2) weeks prior to painting, or coat with zinc chromate or vinegar solution prior to painting.

d. Application

All surfaces to receive paint and special applications are indicated. The painting out of a room shall include all walls, ceiling, base trim, window and door trim, interior of all closets, kitchen cabinets, drawers, and both sides and all four (4) edges of doors. All wood trim, bathroom walls and ceiling, and kitchen walls and ceiling, shall be coated with washable semi gloss paint. All newly installed exterior wood shall receive one (1) coat of primer within 48 hours of installation.

NOTE: All painting shall adequately cover surface painted - ADDITIONAL COATS MAY BE NEEDED TO MEET THIS REQUIREMENT.

- (1) Interior Painting--unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (2) Exterior Painting--unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (3) Porch Floors--unless otherwise specified in the Work Write-Up, painting shall include two (2) coats of quality exterior finish and deck enamel.
- (4) Concrete and Masonry--painting shall include one (1) primer coat and one (1) finish coat of latex based paint.
- (5) Metal--follow manufacturer's instructions for metal surface preparation. Prime metal with one (1) coat of metal primer, then finish painting with one (1) coat of Rustoleum. Kilrust, or approved equal.

90. INSULATION

When installation of insulation material is specified, batts or loose-filled material of any type certified for this purpose may be used. The installed material shall conform to conform to the F.B.C. and its Energy Efficiency requirements:

Minimum installed allowances as allowed by code are:

. R-30 for Attic Insulation

R-19 for Wall Insulation (frame walls)

R-5 for Wall Block Wall Insulation (Double fur as necessary to increase)

These "R" values shall be certified in writing by the installing contractor.

91. FILL AND GRADING

a. No wood surfaces shall be closer than 8" to any soil. Fill material shall be clean and free of stones and debris with no wood scraps. It shall have reasonable moisture content when placed. Fill material placed against newly damp-proof surfaces shall be an appropriate sand-gravel mix for proper soil drainage. Fill material shall be carefully placed against walls and shall be well compacted. Fills having a depth in excess of 30" shall be placed in layers of 12" in thickness or less, and each layer shall be well

2006-2007 Residential Rehabilitation Products and General Specifications

compacted. Where applicable, top 4" (3" under sod) shall be topsoil suitable to plant growth. Strip and stockpile topsoil that will be reused in the work.

b. Grading of yards and drainage away from building.

NOTE: Scheduling a yard to be graded does not necessarily imply that the pitch of the entire yard is to be changed. It usually means that various lump, depressions and irregularities are to be filled, and/or raked smooth to finish grade that insures proper drainage for the lot.

92. Eligible Energy Efficiency Improvements

The following energy efficiency improvements are eligible for funding to the extent that they meet individual program requirements and do not exceed maximum assistance levels:

Infiltration Control

- 1. Caulking
 - a. Window frames
 - b. Door frames to exterior or unconditioned areas
 - c. Sole and top plate when accessible only

2. Penetrations - utility, hose bib, and other exterior or interior joints or cracks in the building envelop

3. Weather stripping

4. Threshold replacement/installation - doorways to exterior or unconditioned areas

5. Exhaust vent damper installation

6. Fireplace - install flue damper, glass door and outside combustion air intake

Insulation

- 1. Ceiling increase to R 30
- 2. Exterior walls
 - a. Frame increase to R 11
 - b. Block increase to R 5
- Ductwork forced air heating and cooling in unconditioned areas increase to R 6
- 4. Water pipes (hot & supply) within 6 feet of water heater fittings

Heating & Cooling System

- 1. Maintenance service to heating or built in cooling system
- 2. Replace failed heating system with high efficiency unit
- 3. Thermostat replacement

Hot Water Conservation - installation of flow restricting device or shower head to limit flow to no more than 3 GPM

Work performed under this section shall meet the requirements of the State of Florida Energy Efficiency Code for Building Construction.

This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at http://www.hud.gov/offices/cpd/affordablehousing/programs/home/energystar.cfm.



How to Promote ENERGY STAR through HOME

HUD encourages HOME PJs to incorporate ENERGY STAR qualified products and practices when conducting rehabilitation or constructing new housing.

Why choose ENERGY STAR?

- Lower utility bills
- Improve comfort
- Increase project value
- . Reduce air pollution and improve the environment

HOME funds may be used to finance rehabilitation activities to meet local codes and, at the same time increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment. Energy auditing and home energy rating are also an eligible use of HOME funds.

New housing constructed with HOME funds must meet the HUD standard, which is the 1992 Model Energy Code, or higher standard adopted by the jurisdiction. But PJs are encouraged to build using ENERGY STAR specifications which are higher.

HOME-Funded Substantial Rehab and New Construction

There are two key ways to incorporate ENERGY STAR into your substantial rehab and new construction projects:

- Specify ENERGY STAR Qualified Products
- Adopt ENERGY STAR standards for building performance

HOME-Funded Moderate Rehab or Repairs

There are three key ways to incorporate ENERGY STAR when conducting moderate rehab or repair projects:

- Specify ENERGY STAR Qualified Products
- Conduct Home Sealing
- Follow recommendations for Energy-Efficient HVAC systems

Use ENERGY STAR procurement resources. A clear procurement policy is a key element in the project's financial soundness.

Content updated May 25, 2004

U.S. Department of Housing and Urban Development 451 7th Street, S.W., Washington, DC 20410 Telephone: (202) 708-1112 <u>Find the address of a HUD office near you</u>

> CC-2183-07/VFT Page 40 of 44

Features of an ENERGY STAR Qualified Home : ENERGY STAR

Features of an ENERGY STAR Qualified Home

ENERGY STAR qualified homes are at least 15 percent more energy efficient than homes built to the 2004 International Residential Code (IRC).

Any home three stories or less can earn the ENERGY STAR label if it has been verified to meet EPA's guidelines for energy efficiency. This includes site-constructed homes, attached or detached homes, single or low-rise multifamily residential buildings, manufactured homes, systemsbuilt (e.g., SIP or modular) and log homes, existing homes, or retrofitted homes.

ENERGY STAR qualified

homes achieve energy savings through established, reliable building technologies. Builders work with Home Energy Raters to select from a number of features when planning and building homes.

1. Effective Insulation

Properly installed, climate-appropriate insulation in floors, walls, and attics ensures even temperatures throughout the house, less energy consumption, and increased comfort. Learn more about Properly Installed Insulation (149KB).

B

2. High-Performance Windows

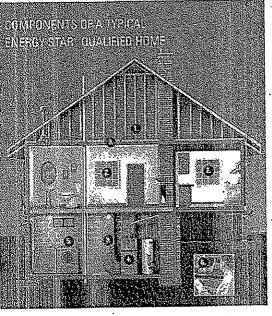
Energy-efficient windows employ advanced technologies, such as protective coatings and improved frame assemblies, to help keep heat in during winter and out during summer. These windows also block damaging ultraviolet sunlight that can discolor carpets and furnishings. Learn more about Qualified Windows (212KB).

3. Tight Construction and Ducts

Sealing holes and cracks in the home's "envelope" and in duct systems helps reduce drafts, moisture, dust, pollen, and noise. A tightly sealed home improves comfort and indoor air quality while reducing utility bills. Learn more about Efficient Duct Systems (163KB).

4. Efficient Heating and Cooling Equipment

In addition to using less energy to operate, energy-efficient heating and cooling systems can be quieter, reduce indoor humidity, and improve the overall comfort of the home. Typically, energy-efficient equipment is also more durable and requires less maintenance





Features of an ENERGY STAR Qualified Home : ENERGY STAR

than standard models. Learn more about:

- Qualified Heating Equipment (142KB)
- Qualified Cooling Equipment (178KB)
- Mechanical Ventilation (140KB)

5. Lighting and Appliances

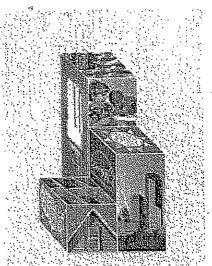
ENERGY STAR qualified homes may also be equipped with ENERGY STAR qualified products — lighting fixtures, compact fluorescent bulbs, ventilation fans, and appliances, such as refrigerators, dish washers, and washing machines. These ENERGY STAR qualified products provide additional energy savings to the owner. Learn more about ENERGY STAR qualified products:

- Qualified Appliances 🖾 (153KB)
- Qualified Lighting 🛱 (170KB)
- Advanced Lighting Package 🖾 (181KB)
- High Efficiency Water Heaters (177KB)

6. Third-Party Verification

With the help of independent Home Energy Raters, ENERGY STAR builder partners choose the most appropriate energy-saving features for their homes. Additionally, raters conduct onsite testing and inspections to verify that the homes qualify as ENERGY STAR. Learn more about Independent Inspection and Testing [2] (182KB).

CC-2183-07/VFT Page 42 of 44



Buildings for the 21st Century

1. C. S.

Buildings that are more energy officient, comfortable, and affordable, that's the goal of DOE's Office of Building Technology, State and Community Programs (BTS). To accelerate the development and wide application of energy efficiency, measures, BTS

- Conducts ROD on technologies and concepts for energy efficiency, working closely with the building industry and with manufacturers of materials, equipment, and appliances
- Promotes energy/money saving opportunities to both builders and bayers of homes and commercial buildings
- Works with State and local regulatory groups to improve. building codes, appliance standards, and guidelines for efficient energy use
- Provides support and grants to States and communities for deployment of energyefficient technologies and practices



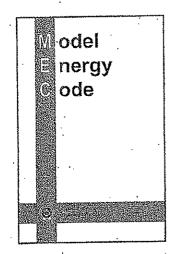
What is the Model Energy Code?

The Model Energy Code (MEC), published and maintained by the International Code Council (ICC) as the "International Energy Conservation Code" (IECC) as of 1998, contains energy efficiency criteria for new residential and commercial buildings and additions to existing buildings. It covers the building's ceilings, walis, and floors/ foundations; and the mechanical, lighting, and power systems.



What editions of the MEC are available?

The MEC was first published in 1983, with subsequent full editions published in 1986, 1989, 1992, 1993, and 1995. The 1998 IECC is the successor to the 1995 MEC:



TECHNOLOG



THE MODEL ENERGY CODE

CODES &

What edition of the MEC is enforced in my state?

A current list is available at www.energycodes.org. While some states have adopted the MEC without modifications, some states adopt one of the MEC editions with state-developed amendments. Still others adopt the MEC as recommended practice but have no state-wide requirement that all new construction use it.



Who developed the MEC?

The MEC was originally developed jointly (under the auspices of the Council of American Building Officials, CABO) by Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO), National Conference of States on Building Codes and Standards (NCSBCS), and Southern Building Code Congress International (SBCCI), under a contract funded by the U.S. Department of Energy.



What buildings must comply with the MEC?

The MEC applies to all new residential and commercial buildings, and additions to such buildings. *Residential buildings* are defined as detached one- and twofamily dwelling units (referred to as single-family buildings or Type A1 in For more information about the DOE Office of Building Technology, State and Community Programs, contact

Energy Efficiency and Renewable Energy Clearinghouse (EREC) 1-800-DOE-3732 www.eren.doe.gov/buildings

Codes and Standards Home Fage www.energycodes.org

For more information on MECcheckTM contact: Stephen J. Turchen

Phone: 202**-586-6262** FAX: 202-586-4617 . Email: Stephen Turchen@ee,doe.gov

The Model Energy Code can be obtained from the International Code Council by calling 703-931-4533.

MECcheck[™] materials, can be ordered from DOE by calling 1.800-220-CODE or downloaded directly from the Web at; www.energycodes.org/resid/ resid.htm

HOTLINE: 1-800-270-CODE (2633)



Printed with renewable – source ink on paper containing at least 50% wastepaper, including 20% post consumer waste.

> November 1999 DOE/GO-10099-934

the MEC). Multifamily buildings three stories or less in height above grade must also comply with the MEC. Multifamily buildings, such as apartments, townhouses, and rowhouses that have three or more attached dwelling units and are referred to as type A2 in the MEC. *Commercial buildings* are defined as all buildings other than residential type A1 or A2, plus those residential buildings that are four stories or more in height above grade.



What additions must comply with the MEC?

Additions to residential buildings must be heated and/or cooled for the MEC to apply. Additions that are not heated and/or cooled, such as an unconditioned garage, need not comply. Energy-using systems that serve the addition must also comply with the MEC. For example, all new ductwork to an addition from an existing heating system must be insulated and sealed in accordance with the code.



How do I demonstrate compliance with the MEC?

Commercial buildings must use ASHRAE Standard 90.1-1989 by reference, the 90.1 codified version, or Chapter 7 of the 1998 IECC. The U.S. Department of Energy has developed COM check-EZ™, a simple, prescriptive approach to demonstrating compliance with commercial energy codes. Methods for residential buildings include the use of a computerized building simulation tool to determine the energy use of the proposed design; a component-by-component approach that uses tables in the code appendix: and a whole building trade-off approach. The U.S. Department of Energy has developed a compliance tool set, MECcheck™, which makes it fast and easy for designers and builders to determine if new homes and additions to existing homes meet the MEC requirements.

> CC-2183-07/VFT Page 44 of 44



How are changes made to the MEC?

The MEC is revised on a regular cycle through an open public-hearing process sponsored by the ICC. Anyone. wanting to suggest a revision to the MEC can request a code change form, prepare a recommended change and substantiation, and participate in open public debate. For those who wish to suggest changes to the code, contact ICC at (703) 931-4533. All proposed changes are published and distributed for review prior to an open public hearing. Testimony for and against each change is heard, and a committee votes on a recommendation for each code change. The results of this first hearing are then published. Those wishing to have a proposed code change reconsidered and discussed at a second public hearing may submit a challenge to the committee's recommended action. Based on arguments at the second hearing, building officials could vote to overturn the committee's recommendation.

A new edition of the MEC (appearing every three years) or supplement to the previous edition (in years when a new edition does not appear) is published around the spring of each year.





How can I get a copy of the MEC?

Copies of the MEC are available from the model code organizations:

BOCA at (708) 799-2300 ICBO at (562) 699-0541 SBCCI at (205) 591-1853

EXHIBIT E

HOUSING QUALITY, SITE AND NEIGHBORHOOD STANDARDS Seminole County HOME Program New Housing Construction

Housing Quality Standards

All newly constructed housing must meet these standards both at completion of construction, and throughout the assisted tenancy. Any variations from these standards may only be approved by the Community Services Department Director.

The Community Services Department Director will not approve any acceptability criteria variation if s/he believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

Sanitary facilities:

The dwelling unit must include sanitary facilities located within the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be private.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed washing basin in proper operating condition, with a sink trap and hot and cold running water.

The dwelling unit must have a shower or a bathtub in proper operating condition with hot and cold running water.

The sanitary sewer facilities must utilize an approved public or private disposal system (including a locally approvable on-site septic system).

Food preparation and refuse disposal: The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

Each dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the tenant.

In a shelter-type facility, each tenant household must have access to an oven and stove or range. A microwave oven may be substituted for an oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink and hot and cold running water. The sink must drain into an approvable public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food.

There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

Space and security:

The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Inoperable windows are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:

The dwelling unit must have and be capable of maintaining an acceptable thermal environment healthy for the human body. There must be a safe system for heating the dwelling unit and a safe cooling system. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment.

Illumination and electricity:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have a sufficient electrical source(s) so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

There must be at least one window in the living room and in each sleeping room.

The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

Each living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weatherproof.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, loose boards are unacceptable.

All elevators must be working and safe.

Interior air quality:

The dwelling unit must be free of pollutants in the air at levels that threaten. the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, radon, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply: The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Access performance requirement:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site:

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:

The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:

Except as provided in the next paragraph of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Site and neighborhood standards.

In addition to meeting the standards required above, the proposed sites for new housing construction must meet the following site and neighborhood standards:

(1) Be adequate in size, exposure and contour to accommodate the number and type of units proposed; adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(2) With respect to availability and cost of land and housing, be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, E.O. 11063, and HUD regulations issued pursuant thereto.

(3) With respect to availability and cost of land and housing, promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of lower income persons.

(4) Be accessible to social, recreational, educational, commercial, and health facilities and services, and other facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(5) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive. (While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.)

Neighborhood:

The neighborhood must not be one which is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

Except for new construction housing designed for elderly persons, travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.



Consent

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Construction Contract: Master Agreement CC-2184-07/VFT - SHIP Affordable</u> <u>Housing Repair</u>

| DEPARTMENT: <u>Administrative Services</u> | DIVISION: Purchasing and Contracts |
|---|------------------------------------|
| | |

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor **EXT**: 7122

MOTION/RECOMMENDATION:

Award Master Agreement CC-2184-07/VFT - SHIP Affordable Housing Repair to Posey Builders Construction, Inc., Lake Monroe, FL; RLH Consulting & Management, Inc. dba R.L.H. Construction, Sanford, FL; Vision IV Construction, Inc., Orlando, FL; Unipark Construction Corporation, Casselberry, FL; and Corinthian Builders, Inc., Sanford, FL (Estimated usage is \$1,200,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

CC-2184-07/VFT will provide for all labor, materials, equipment, coordination and incidentals necessary for home repair on an as-needed basis at various locations throughout Seminole County.

The project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Michelle Cahill, Project Manager, Community Development; David Medley, Director, Community Services; Rob Heenan, Principal Coordinator, Community Development; Becky Heckters, Planner, Community Development; and Shelley McHaney, Planner, Community Development; reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the Master Agreement to the five (5) lowest priced, responsive, responsible bidders: Posey Builders, Inc.; RLH Consulting & Management, Inc. dba R.L.H. Construction; Vision IV Construction, Inc.; Unipark Construction Corporation; and Corinthian Builders, Inc. The backup documentation for this agenda item includes the Bid Tabulation Sheet and the Award Agreement with RLH Consulting & Management, Inc. dba R.L.H. Construction as an example. The term of the Agreements shall run for two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each.

A Fixed Fee Agreement has been utilized to procure these services based on direct labor hours and materials quoyed by the successful bider. Direct labor hours were determined as fixed hourly rates that included wages, fringe and benefits, overhead, general and administrative expenses and profit. The fixed hourly rates shall include all costs for work in place, including, but not limited to transportation of materials to the project site, tools, and related items, costs associated with company officers and support staff superintendents, inspectors, project managers, estimators, administrators, buyers, etc., and clean up. In addition, materials would be paid generally at cost, including, if appropriate, material handling costs as determined for each individual project.

Authorization for the performance of services by Contractors under this Master Agreement shall be in the form of written Work Orders issued, executed by the County and signed by the Contractors. The work and dollar amount for each Work Order shall be based on the individual project. The estimated value of work is approximately \$1,200,000.00 per year through multiple work orders and is subject to adopted annual budgets.

STAFF RECOMMENDATION:

Staff recommends that the Board award Master Agreement CC-2184-07/VFT - SHIP Affordable Housing Repair to Posey Builders Construction, Inc., Lake Monroe, FL; RLH Consulting & Management, Inc. dba R.L.H. Construction, Sanford, FL; Vision IV Construction, Inc., Orlando, FL; Unipark Construction Corporation, Casselberry, FL; and Corinthian Builders, Inc., Sanford, FL (Estimated usage is \$1,200,000.00 per year).

ATTACHMENTS:

- 1. CC-2184-07/VFT Agenda Backup
- 2. CC-2184-07/VFT Award Agreement to RLH Consulting & Management Inc dba R.L.H. Construction

Additionally Reviewed By:

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

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

BID NUMBER: CC-2184-07/VFT **PROJECT TITLE:** SHIP Affordable Housing Repair **BID OPENING** August 1, 2007 at 2:00 P.M. Eastern DATE:

| | Response #1 | Response #2 | Response #3 | Response #4 |
|---|---|---|---|--|
| ITEM DESCRIPTION | Posey Builders Construction, Inc. P.O. Box 471403 Lake Monroe, FL 32747 | RLH Construction Co. 1843 McCarthy Avenue Sanford, FL 32771 | Vision IV Construction, Inc. 1401 W. Colonial Drive Orlando, FL 32804 | Unipark Construction Corporation 300 Wilshire Blvd, Suite 200 Casselberry, FL 32707 |
| | David Posey 321-624-1437 (Phone) 407-549-5278 (Fax) | Robert L. Hillery 407-330-7104 (Phone) 407-328-8055 (Fax) | Jose Lugo 407-426-9022 (Phone) 407-386-7707 (Fax) | Pedro L. Medina 407-831-5300 (Phone) 407-831-5305 (Fax) |
| TOTAL AMOUNT OF BID | \$243,000.00 | \$274,200.00 | \$284,544.00 | \$630,900.00 |
| Acknowledge addenda 1-2 | Yes | Yes | Yes | Yes |
| Trench Safety Act | Yes | Yes | Yes | Yes |
| Bidder Information Form | Yes | Yes | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes | Yes | Yes |
| Certification of Non- Segregated Facilities Form | Yes | Yes | Yes | Yes |
| Americans w/Disabilities Act | Yes | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes | Yes |
| Public Entity Crimes Form | Yes | Yes | Yes | Yes |
| Financial Statements | Yes | Yes | Yes | Yes |

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

| BID NUMBER: CC-2184-07/VFT | | | | |
|--|---|--|--|--|
| | Response #5 | Response #6 | | |
| ITEM DESCRIPTION | Corinthian Builders, Inc. 2175 Marquette Avenue Sanford, FL 32773 | Five Star Reconstructors, Inc. 123 Marine Street St. Augustine, FL 32085 | | |
| | Richard Kovacsik 407-403-5658 (Phone) 407-322-8641 (Fax) | Christopher Gloin 850-777-9393 (Phone) 866-559-8838 (Fax) | | |
| TOTAL AMOUNT OF BID | \$656,880.00 | Non-Responsive | | |
| Acknowledge addenda 1-2 | Yes | No | | |
| Trench Safety Act | Yes | Yes | | |
| Bidder Information Form | Yes | Yes | | |
| Non-Collusion Affidavit | Yes | Yes | | |
| Certification of Non-Segregated Facilities Form | Yes | No | | |
| Americans w/Disabilities Act | Yes | No | | |
| Drug-Free Workplace Form | Yes | Yes | | |
| Public Entity Crimes Form | Yes | Yes | | |
| Financial Statements | Yes | No | | |

Bid Package Opening: August 1, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Opening Tabulated by Vagillia Taylor, Senior Procurement Analyst (Posted by Vagillia Taylor on August 6, 2007 at 9:00 a.m. Eastern) (Updated by Vagillia Taylor on August 24, 2007at 1:30 P.M. – Recommendation of Award) (Revised by Vagillia Taylor on September 7, 2007at 3:00 P.M. – Board Date Rescheduled)

Recommendation of Award: Posey Builders Construction, Inc.; RLH Construction Co.; Vision IV Construction, Inc.; Unipark Construction Corporation; Corinthian Builders, Inc.

Pre-Award Meetings: August 28, 2007 9:00 am - 3:30 pm

BCC Agenda Date: October 9, 2007

CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AFFORDABLE HOUSING REPAIR PROJECTS (CC-2184-07/VFT)

THIS AGREEMENT is made and entered into this ______ day of ______, 2007, by and between R.L.H. CONSULTING & MANAGEMENT, INC. d/b/a R.L.H. CONSTRUCTION, duly authorized to conduct business in the State of Florida, whose address is 1843 McCarthy Avenue, Sanford, Florida 32771, 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".

WITNESSETH:

WHEREAS, COUNTY desires to retain the professional construction and remodeling services of a competent and qualified CONTRACTOR to provide SHIP and HUD/HOME funded home repair and rehabilitation services in 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 furnish contractor services 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 CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, labor, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, miscellaneous housing repairs and rehabilitation projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee (hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each. 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 Project authorized by the Work Order.

AUTHORIZATION FOR SERVICES. Authorization for SECTION 3. performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project 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, the Exhibits, and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR 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 CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each day in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR'S compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR 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; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued 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.

(b) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance Seminole County Board of County Commissioners Post Office Box 8080 Sanford, Florida 32772 A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator Community Services Department 534 W. Lake Mary Blvd. 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 CONTRACTOR.

SECTION 7. Retainage. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY. (e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY due to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work and inspection approvals required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR 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 CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(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 work is performed. Total compensation to CONTRACTOR 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 CONTRACTOR. 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 United States Department of Housing and

Urban Development ("HUD"), 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 CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences 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 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 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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. 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 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 performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, plans, and reports or any other form of written instrument or document that may result from CONTRACTOR'S services or that were created during the course of CONTRACTOR'S performance under this Agreement shall become the property of COUNTY after final payment is made to CONTRACTOR.

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) **HUD/HOME Program**. If HUD/HOME funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 Property Standards;
- (ii) §92.252 Qualifications as affordable housing: rental housing.
- (iii) §92.257 Faith Based Activities;
- (iv) §92.351 Affirmative Marketing; Minority Outreach
 Program;
- (v) §92.354 Labor;
- (vi) §92.355 Lead Based Paint;
- (vii) §92.350 "Other Federal Requirements";
- (viii) §92.353 "Displacement, Relocation, and Acquisition";
- (ix) §92.354 "Labor";
- (x) §92.355 "Lead Based Paint";
- (xi) §92.356 "Conflict of Interest";
- (xii) §92.358 "Consultant Activities"; and
- (xiii) §92.505(b) "Applicability of Uniform

CC-2184-07 - Contractor Services Agreement R.L.H. CONSTRUCTION Page 8 of 24

Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(b) **<u>Compliance with State and Local Laws</u>**. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership" and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) 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 or 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. 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.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) <u>Other Federal and State Funding</u>. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) **Prohibition of Lobbying**. CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any elected or appointed official of the executive, legislative, or judicial branch of government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to COUNTY all data, specifications, reports, estimates, summaries, and any and all such other information and materials 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. The CONTRACTOR 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.

If the termination is due to the failure of CONTRACTOR to (c) 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. Causes deemed not to be the fault or negligence of CONTRACTOR may include acts of God or of the public enemy, acts of COUNTY in either it's 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 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, 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 15. 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 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.

PERFORMANCE BONDS AND USE OF SUBCONTRACTORS. (a) If SECTION 17. 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. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the without further delay. CONTRACTOR shall be fully subcontract responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed and subject to the same insurance requirements as CONTRACTOR under this Agreement.

CONTRACTOR shall be required to post a performance bond at (b) least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties If at any time after the execution of this shall be honored. be COUNTY shall deem the surety or sureties to Agreement, unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its own cost, procure the

insurance required under this Section.

CONTRACTOR shall furnish COUNTY with a Certificate of (1)Insurance signed by an authorized representative of the insurer this required by Section (Workers' evidencing the insurance 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 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 this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR 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.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of a written 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 or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full

responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) <u>Insurance Company Requirements</u>. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(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 440.57, Florida Statutes, or (iii3) 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 Section. 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.

CONTRACTOR's insurance shall cover CONTRACTOR for (A) liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the Insurance, without restrictive National Council Compensation on endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability Workers' Compensation injury to the which is result of а а subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) In addition to coverage for the Florida Workers' Compensation below. Act, where appropriate, coverage is to be included 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 or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

| \$ 500,000.00 | (Each Accident) |
|----------------|-------------------------|
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

Commercial General Liability. (2)

(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.

The minimum limits to be maintained by CONTRACTOR (B) (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 | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

Builder's All Risk Insurance. If this (3)Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

Form. Builder's All Risk Coverage. Coverage is to (A) be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B)Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

> (C)The policy shall have Maximum Deductible: а

maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) <u>Coverage</u>. 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 its officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) <u>Occurrence Basis</u>. 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) <u>Obligations</u>. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR and its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "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 materials that were not presented for consideration in COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through formal mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be agreed upon by the parties. Costs of mediation services shall be shared equally among the parties participating in the mediation.

SECTION 21. NOTICE, DESIGNATED 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, shall designate and advise CONTRACTOR 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 named in subparagraph (b) below 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) 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and 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:

SHIP/HOME Program Administrator Community Services Department 534 W. Lake Mary Blvd. Sanford, FL 32773

FOR CONTRACTOR:

RLH Construction 1843 McCarthy Avenue Sanford, FL 32771

(c) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR 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 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 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 25. 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 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 27. 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 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, 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 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. 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.

(End of Agreement - 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:

R.L.H. CONSULTING & MANAGEMENT, INC. d/b/a R.L.H. CONSTRUCTION

JIM HILLERY, Superintendent

By:_____ ROBERT L. HILLERY, President

(CORPORATE SEAL)

Date:_____

By:_

Date:_____

rèdular meeting.

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.

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

CARLTON HENLEY, Chairman

County Attorney

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate/Draw Schedule Exhibit D - 2006/2007 New Construction/Reconstruction and Housing Rehabilitation Specifications Exhibit E - Housing Quality, Site and Neighborhood Standards

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EXHIBIT A SCOPE OF SERVICES AFFORDABLE HOUSING REPAIR PROJECTS

All capitalized words and terms herein shall have the same meaning ascribed to them in the attached Agreement.

1. CONTRACTOR, whether a General, Residential, or Building Contractor, will be required to provide costs and services to repair or rehabilitate single-family residential homes or multi-family units (such as townhouses), for Work Orders funded by either county, state, or federal funds.

Repairs to homes may be a "whole unit rehabilitation" per HUD 2. definition or a partial rehabilitation where only some major or minor -The intent is to repair or rehabilitate repairs are accomplished. housing for income eligible persons who qualify for such residential repairs or construction funded by either state, federal, local or a combination of grants or programs COUNTY administers. Should federal CONTRACTOR will follow 24 CFR, Part 92 (HOME funds be used, Regulations) and all federal requirements (i.e., environmental reviews and adherence to Davis-Bacon Laws, if applicable) during the construction of the residence(s). If HOME funds are used under this master agreement, the maximum number of homes/units to be assisted shall not exceed eleven (11) homes/units in the aggregate Work Order number for one (1) vendor. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, the Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

3. CONTRACTOR will be requested to provide cost estimates based on specifications for the desired residential construction. Such estimate will be guaranteed for ninety (90) days and confirmed in a Work Order. A Work Order will be issued as specified in the master Agreement prior to CONTRACTOR beginning work, and specifications as indicated in Exhibit D for the unit will be identified. A sample work order is displayed in Exhibit B and includes general specifications applying to Work Orders. A fixed fee Rate/Draw Schedule is displayed in Exhibit C. A sample of general specifications applicable to all Work Orders is displayed in Exhibits D and E.

4. Each Project may include trades as framers, electrical, plumbing, roofing, air conditioning and heating, tree removers, landscaping, painting, insulation, flooring, carpeting, cabinet installation, septic, well, window, vinyl siding, tile, irrigation, cleaning and other miscellaneous trades, as required.

5. CONTRACTOR will be compensated according to the schedule in Exhibit C subject to the retainage provision in the Agreement. All work performed under any Work Order shall conform to the applications set forth in Exhibits D and E to the Agreement.

CC-2184-07/VFT Page 2 of 3

Bid Form CC-2184-07 Repair

| Services - Labor Hours (Hourly rate per person) (Overtime rates are not included) | Rates | Estimated Annual Hours | Total |
|---|-----------------|---------------------------|--------|
| Carpet Installation / Flooring | 252 | 300 | 7500 |
| Demolition | 35.5 | 480 | 16800 |
| Electrical | <u>مع</u> د کھا | 960 | 62400 |
| Heating / Air | 75 00 | 480 | 36,000 |
| Painting | 252 | 720 | 18000 |
| Plumbing | 8500 | 480 | 40800 |
| Roofing | 25 22- | 2400 | 60000 |
| Doors / Windows | 35 - | 720 | 25200 |
| Minor Repair Miscellaneous (For repair categories not specified above) | 2500 | 300 | 7500 |
| | | Total Bid Price: | 274200 |

1. Award for this agreement will be based on Total Bid Price. The Bidder acknowledges that each quoted rate proposed above includes compensation for all work, labor, permits, bonds, and any and all incidental costs necessary for the proper execution of the required services.

2. Contractor will bill for actual material cost and actual equipment rental cost plus a maximum percentage of 5%. Material and equipment costs will be identified on an individual project basis.

3. The award process for individual work orders is based on low bid process. Contractors will be asked to provide bids based on individual projects, and written quotes must reflect the above rates and include material & equipment costs.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this ______ day of August, 2007.

RLH Constauction Co. (Name of BIDDER)

÷

(Signature of person signing this BID FORM)

(Printed name of person signing this BID

FORM)

(Title of person signing this BID FORM)

CC-2184-07/VFT Page 3 of 3 SHIP Affordable Housing Repair

00100-3 CC-2184-07/VFT

EXHIBIT B

| oard of County Commissioners EMINOLE COUNTY, FLORIDA | N | VORK ORDER |
|--|--|--|
| | | Dated: |
| ontractor: ddress: | | |
| TTACHMENTS 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 |
| TME FOR COMPLETION: The services to be provided I | N. L. F. N. M. M. F. | Javs, months, years) of the effective date of |
| Mis Agreement by the parties and shall be completed whis agreement. Failure to meet the completion date meet the completi | ay be grou | DOLLARS (\$ |
| his agreement. Failure to meet the completion date m Nork Order Amount: | ay be grou and execu | DOLLARS (\$ |
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| his agreement. Failure to meet the completion date m Nork Order Amount: | ay be grou and execu ein. By: Date: | DOLLARS (\$ day of this Work Order on this day of the completed by THE COUNTY) |
| his agreement. Failure to meet the completion date m Nork Order Amount: | ay be grou and execu ein. By: Date: | DOLLARS (\$ |
| his agreement. Failure to meet the completion date m Nork Order Amount: | ay be grou and execu ein. By: Date: ********* | DOLLARS (\$ |
| his agreement. Failure to meet the completion date m Nork Order Amount: | ay be grou and execu ein. By: Date: ********* | DOLLARS (\$ |

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR 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 payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR 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) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;

(4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

(1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

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

Page 2 of 3

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

(i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions and within the time specified in this Agreement, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, <u>N/A</u>

(\$______) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work in not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set froth above.

- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from Contractor's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

Work Order - Contracts, Rev 4/6/07

EXHIBIT C RATE/DRAW SCHEDULE

The Rate/Draw Schedules is based on the value of the job. For higher value rehabs, draws will be based on the estimated dollar amount satisfactorily completed. Draws shall be subject to the retainage requirements set forth in Section 7 of the Agreement.

\$0 - \$15,000 1 DRAW - 100 percent job completion.

Draw will be issued upon job completion after
all applicable final inspections are
satisfactorily completed.\$15,001 - \$30,0002 DRAWS - 50 percent job completion for each
draw.

\$30,001 - \$45,000 3 DRAWS - 25 percent; 50 percent, and 100 percent job completion for each draw.

45,001 - \$60,000+

4 DRAWS - 25 percent job completion for each draw.

EXHIBIT D

COMMUNITY ASSISTANCE ON ISIC

COMMUNITY DEVELOPMENT OF 1

2006-2007 NEW CONSTRUCTION / RECONSTRUCTION AND HOUSING REHABILITATION SPECIFICATIONS

Specifications:

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- This specification is designed to cover all areas of work and takes precedence
- over the work write-up and any construction drawings. It should be used in conjunction with the work write up and/or architectural plans to determine the particular items/tasks for each project. The specifications shown are intended to represent items of a quality level known to meet the County's requirements. While the County endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference an item by manufacturer's name and number per 24 CFR 85.36 (12) (c) (vi). Materials/products equal to those specified may be used.

Note: All products and materials listed below may be substituted with an "equal or better" product and material of "equal or lesser cost" or as required by Local, State and/or Federal codes or regulations.

All replacement items must be new unused products with full warranties.

All replacement Appliances are to have Energy Star Rating.

All refrigerators must include water and ice maker in door and be at least 18 c.f. or larger.

All Water Heaters, HVAC, to have 13 seer rating or better.

All Architectural Roofing Shingles to be 30 year life guarantee or better, lightest color available that coordinates with outside home wall color, client's choice.

All paint to be 20 year warranty or better.

All Interior painting to be antique or off white, one color if painting is throughout the home.

All Interior patch painting to match existing wall or ceiling color.

All outside painting color clients choice with contrasting trim to coordinate with local Homeowners Association standards.

All Carpet and Pad to be FHA 10 year quality or better, low nap one color throughout house.

All Vinyl must be sheet seamless FHA 10 year or better.

All Kitchen counters to be seamless laminate.

All Kitchen cabinets to be FHA quality or better.

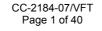
All warranties on all items used in the repairs must be submitted with the request for payment. Examples: Fans, appliances, water heaters, HVAC, light fixtures, shingles, plumbing fixtures, vinyl, carpet, etc.

All workmanship guaranteed a minimum of one year after completion of job.

All roof workmanship guaranteed a minimum of one year after completion of job.

All completed Home Repairs may be reviewed by the Seminole County Program Monitor for up to three years after completion of job.

All products and materials must be installed/constructed in accordance with the manufacturers industries standards recommendations and accepted practices and workmanship.







Permits:

 All projects must have required permits. A copy of the permit must be turned in <u>before the commencement of</u> work. The scope of work and all drawings that make-up a given project/agreement must be submitted to the local building department as part of the permit documents.

Commencement of Work:

- For all rehabilitation work except emergency, the contractor, unless prohibited by inclement weather, must begin work within seven (7) days after a written Notice to Proceed has been made available the County and signed by the Community Development Office designee. Subcontractors must begin work within seven (7) days.
- A pre-construction meeting will occur within three (3) business days after the issuance of the Notice to Proceed.
- Contractor will notify the assigned rehab inspector as to commencement of work.
- All work shall be satisfactorily completed within the specified time period. If the Contractor does not complete the work within the time frame specified in the work contract, the Contractor will be responsible for the lodging costs of the homeowner beyond the contract completion date, unless the reasons for the delay are beyond the Contractor's control and the homeowner and County agree.

Completion of Work:

At the completion of the project the contractor will inform the homeowner how to use and maintain all installed fixtures, appliances, air conditioning systems, smoke detectors, etc. The Contractor will explain all guarantees/warranties and give documentation of guarantees/warranties to the homeowner. The Contractor will also supply the County and the homeowner with a list of all subcontractors used to install major components, i.e. plumbing, electrical, air conditioning, etc., with their address(s) phone number(s) and license numbers.

Scope of Work:

Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the
proper completion of the rehabilitation of the property specified in the work write up. For reconstruction
projects the Contractor will provide all engineering, design and construction plans.

Work Write Up:

• The work write up shall not take precedence over the (1) local and state building codes, (2) specifications, or (3) architectural drawings, respectively.

Drawings:

 Rehabilitation floor plans are for illustrative purposes only and may not show all work required, exact dimensions, or construction details. Contractors shall verify all dimensions prior to submission of bids.

Changes in the Write Up/Change Orders:

- Job to be completed with no change orders.
- Changes will only be permitted when the Contractor or inspector encounters unforeseen conditions, which
 impact the work and could not be initially evaluated. <u>The Contractor shall not proceed without authorization
 from the County's representative</u>. Substitution of materials, changes in the scope of work or workmanship
 required by these specifications, which may be proposed by the Contractor, shall be submitted in writing with
 any costs indicated to the Community Development Office Housing Manager for approval.
- The County reserves the right to send out to bid any change orders.

Workmanship:

• All work shall be performed in accordance with the standards of the industry and done in a professional "workmanlike manner".

Materials:

- All material shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their purchase or delivery to the job. Products and materials should be installed in accordance with manufacturer's directions and specifications.
- When "repair of existing work" is called for by the contract, the item is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.

CC-2184-07/VFT Page 2 of 40

Materials: (Continued)

Product types, sizes, colors, etc. shall be in accordance with this specification. Unless authorized by the County or its Designee, any product or material that does not match the specification sheet will be removed and replaced with the contractor absorbing all costs incurred.

Incidental Items:

Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up, that can be reasonably and legitimately inferred to, belong to the work described, or be necessary, in good practice, to provide a complete system shall be furnished and installed as though specified in every detail.

Inspection of Work:

The Contractor shall facilitate inspection of the work during normal working hoursby authorized inspectors, and ٠ the work shall be subject to inspector's acceptance.

Insurance:

Insurance coverage required by the County must be in force throughout the entire contract term. Should the Contractor fail to provide acceptable evidence of current insurance within (30) days prior to the expiration date of an insurance policy or at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of finishing the incomplete portion of a project at the time of termination.

Subcontractors:

When subcontractors are employed they shall be bound by the terms and conditions of this contract insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility for proper coordination, notification and completion of all work executed under this agreement.

Warranty:

All rehabilitation, repair or reconstruction work must be warranted/guaranteed by the Contractor for a period of one (1) year. Roof work must be warranted/guaranteed by the roofing Contractor for a period of one (1) year. During the warranty period if the contractor is notified of a problem, by the homeowner or a representative of the County's staff, ten (10) working days. If the Contractor feels the problem does not fall under the requirements of the warranty or is a result of the homeowner, the contractor should notify the County's designated Inspector. The County's Community Development Office designee will make all final determinations in regard to corrective action. In the event corrections are not made within the required time limit the County reserves the right to remove the Contractor from the bid list until all corrections have been completed.

Building Codes:

All work shall be done in accordance with the current Federal, state and local, statutes, codes and ordinances. The 2004 Florida Building Codes, the Florida Fire Prevention Code, and the National Electrical Code shall apply to construction.

Clean Up:

All construction site debris will be placed in a container on a daily basis. No debris is to be left anywhere on/in the premises. All areas will be thoroughly cleaned at the completion of the project. All debris will be disposed of legally.



Pay Requests:

- The Contractor shall submit all final municipal permit inspection approvals, written warranties and owner/maintenance manuals with all final pay requests. No funds will be disbursed until all required inspections and final approvals from the Building Department have been obtained.
- Faxed pay requests will not be accepted.
- For rehabilitation projects a partial pay request may be turned in after 50% of the work has been completed and inspected. The partial payment dollar amount will not exceed 60% of the total job cost.
- Pay Requests for reconstruction projects will be issued as follows:
 - 1. 10% upon permitting
 - 2. 15% after slab pour.
 - 3. 15% after lintel completion.
 - 4. 25% after dry-in
 - 5. 25% after drywall completion
 - 6. 10% at completion after final, Certificate of Occupancy and all utilities are operational.
- Pay Requests for minor, moderate and substantial rehabilitation projects will be issued as follows: Monthly by the 15th of each month for work in place, inspected and approved by the municipality and the Community Development Office representative.

Note: Any deviations to the above payment schedule must be approved in writing by the County or its designee.



Bathtub - Gateway Bathtub, Eljer Plumbingware

Bathtubs and Showers - Lascoat^{IM} 2-Piece Tub and Shower Unit, Lasco Bathware Molded sectional. BathLock^{IM} front installation system. Integral toiletry shelves and acrylic

Bathtubs and Showers - Ventura Enameled Steel Bathtub, Eljer Plumbingware One-piece construction for recess installations. Diagonal brace. Sound-deadening foundation pad. Straight tiling edges. Full wall flange. Slip-resistant bottom. 40-gallon capacity. 60-inch by 30inch by 15-1/4-inch

Carpet Pad - Carpet Cushion, Leggett & Platt; 6-Pound, 7/16" Thick Ultimate, Red and Black; 8-Pound, 5/16" Thick Berberbond, Blue and Black

Ceiling Fan - With Light Kit, 52-Inch Home Depot Brand

Ceiling Mount Fixtures - Glass Globe Ceiling Light Fixture. 8-inch white dome fixture with polished brass fitter. Uses one 60 Watt bulb, sold separately. UL Listed.

Ceiling Texture - Interior Paint Ceiling Spray, Popcorn Supreme Polystyrene - Acoustical, Litex, Inc. Polystyrene.

Ceramic Decorative Tile - 4x4 American Marazzi

Composition Shingles - Fiberglass Asphalt Shingles, Timberline® Select 30, GAF "Shadow AccentTM", 12" x 36". Class A fire and wind ratings. "Dura Grip" adhesive seals Rustic, wood-shake appearance.

Cooktops - 30" Built-In Gas Cooktop, GE Appliances; No. JGP328WECWW, White

Cooktops - 30" CleanDesign Electric Cooktop, GE Appliances

Dishwashers - 6-Cycle Dishwasher, GE Appliances; Push-button controls operate with ease. QuietDesign™ sound package or better.

Door, Exterior Steel - 6-Panel Prehung Swing Out Steel Door with peep hole, Stanley® 24gauge galvanized steel construction. Foam core. 12" lock block adds strength to lockset and deadbolt. Impact-resistant laminated glass adds to overall security. Matching caming, hinge and sill finishes. Jamb guard security plate resists forced entry. No brick mould. Fixed sill. 4-9/16" primed jamb. Triple sweep and compression weatherstripping eliminates drafts. Factory primed, ready to paint any color. Thermal-break threshold. 20-minute fire rating: 10-year limited warranty.

Door, Interior - Pre-hung Flush Lauan - Includes casing. Hollow core. Finger-jointed jamb. Ready to paint.

Door, Interior Bi-Fold, Flush - Lauan, Premdor, 1-3/8" thick. 2-door. Pre-hinged. Includes track, hardware and instructions. 80" high. Prehinged, pre-fit ready to install. Ready to paint, stain or varnish.

Door, Screen - EZ Hang Villager Metal Screen Door, Villager Series in black, bronze or white. Metal Industries . 1" x 2" frame. Kick plate. Reversible hinge. Includes all hardware. Prehung.

Door, Storm, Self-Storing - Series 941, Metal Industries, Pneumatic closer and sweep. Tempered safety glass. Maintenance-free finish in Black, Bronze or, White. Push-button hardware. 1" x 2-1/8" frame size. Includes screen.

Doors, Patio, Vinyl - Better-Bilt Aluminum Products, Series 470 HP, Bronze or White, Single Glaze.

Dryer Venting - Flexible Vent Duct, Deflect-O.

Drywall Texture Patch - , Spray Texture, Spraytex

Entry Locksets - Keyed Entry Knob, Kwikset, Polished Brass, 2-3/8" backset. 1" x 2-1/4" square corner faceplate, 2-1/4" high full lip square corner strike. Keyed exterior. Turn-button on inside. Labor to include mortising of door.

Entry Locksets - Keyed Entry Lever Lockset, Lido, Kwikset . Lifetime finish and lifetime mechanical warranty. Grade 2 security. Pick resistant. Dual torque springs for increased durability and performance. No sagging. 3-step installation. Labor to include mortising of door(s).

Entry Locksets, Deadbolt – Defiant . Adjustable latch to fit 2-3/8" and 2-3/4" backset. 1" throw. Hardened steel roller. Adjustable backset. To meets or exceed ANSI (American National Standards Information) test for over 200,000 opening and closing cycles. Polished brass. Labor to include mortising of door(s).

Faucet, Kitchen - Single-Handle, Deck Spray, Delta Deck mount. 8" center set. 3-hole installation. Vegetable sprayer included. Machined brass valves. Washerless design. Lifetime warranty.

Faucet, Kitchen, Dual-Handle - American Standard Cadet . Deck mount.

Faucet, Laundry - 2-Handle, Glacier Bay Deck mount. 4" center set. Drip-free washerless cartridge. Standard 3/4" hose thread on end of spout. 12-year limited warranty.

Faucets, Tub and Shower - Single Control Tub And Shower Set, Moen . Pressure balanced. Lever handle. Includes adjustable-spray shower head, arm and flange, and diverter spout with flange. ADA compliant.

Flashing, Roof - Galvanized Metal Roof Edge, Z-Flashing, gauge per code. Valley and Roll Flashing, Southeastern Metals, Galvanized gauge per code.

Flood Light - with Photo Cell, Lights of America

Gas Ranges - 30" Gas Range, Free-Standing, Hotpoint; Lift-up cooktop with easy-clean subtop. Twin cooktop burners. Extra-large standard cleaning oven with 2 shelves. Standing pilot ignition system. Drop-down broiler drawer. Dimensions: 26-1/2" deep x 30" wide. No. RGB508PPAWH

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter and accessories, Amerimax.

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter, Amerimax

Gypsum Board - PermabaseTM Cement Board, National Gypsum w/double-wrapped edge.

Gypsum Board - USG Sheetrock® Moisture -Resistant Gypsum Pane; 1/2" Thick, 4' x 8', Greenboard

Gypsum Board -USG Sheetrock® Drywall Panel 1/2" Thick, 4' x 8'

Insulation, -Air Infiltration Barrier, Roll - Tyvek Homewrap

Insulation, Batt - R-30 Kraft Face, 23" Wide

Insulation, Fiberglass Roll - PinkPlusTM and PinkWrapTM, Owens Corning

Lavatory Sink - Drop-In - Eljer Plumbingware, Round. Enameled steel. Self-rimming. Two soap depressions. Front overflow. Includes mounting clips.

Lavatory Sink - Oval Drop-In Lavatory Sink, Vitreous china, Self-rimming, Front overflow. Eljer Plumbingware .

Lumber:

Cedar - Western Red Cedar

Douglas Fir - Standard and Better Kiln Dried Douglas Fir

Framing, Treated - No. 2 Pressure Treated Southern Yellow Pine, .25

Southern Yellow Pine - Kiln Dried No. 2 Prime Southern Yellow Pine

Studs - 25 Gauge Steel Studs and tracks

White Wood - Kiln Dried No. 2 and Better White Wood/SPF Nominal sizes. Actual size is about 1/2" less when dry. "SPF" may be either spruce, pine or fir.

Lockset - Keyed Entry Knob Combo Pack With Deadbolt, Kwikset

Modified Bitumen - Per Code

Outdoor Security Light Fixtures - Entry and Patio Security Light, Regent Lighting; Aluminum construction with black finish. Perfect for entries, patios, pools and decks. 8500 square foot coverage. On at dusk, off at dawn operation. Mounts to standard lampholder mounting plate with adapter. Uses high pressure sodium bulb type, 70 watt, S62, medium base. Operates on 120 volt. Dimensions, 11-inch long x 8-1/2-inch high x 8-inch wide. Lifetime warranty. UL Listed for wet locations.

Paint - Interior and Exterior Enamel, Premium Plus®, Behr

Range - Electric, GE Appliances Spectra™ Free-Standing QuickClean™

Receptacle, Duplex, Residential Grade – Leviton . 125 Volts. Large head terminal screws accept up to 10-gauge copper or copper-clad wire. Quickwire push-in terminals accept up to #12 copper or copper-clad wire. All screws in place. Shallow receptacle preferred by professionals. Ivory. UL Listed.

Refrigerators - GE Appliances (side-by-side, water and ice in door hooked-up. Minimum 18 cubic feet).

Register and Grilles – Supply and Return Air Grille, Sidewall or Ceiling Register Grille, Three-Way, Stamped steel, Curved blade damper. White EDP finish. Selkirk Metalbestos.

Roofing Felt, Building Paper - 15-Pound Roofing Felt, Asphalt saturated. ASTM code approved

Roofing, Rolls, - Mineral Surface - Mineral Guard Roll Roofing, GAF Fiberglass reinforced. Meets ASTM D 3909. 2" selvage-edge overlap.

Seismic and Hurricane Ties - Simpson Strong-Tie; Galvanized finish

Shower Stall, One-Piece - Lascoat[™], Lasco; One-Piece Shower Stall, Lascoat[™], Lasco; Integral toiletry shelves; center drain; slip-resistant, textured bottom not listed by IAPMO or FHA.

Shower, Stall Wall Kit - American Shower And Bath

Side by Side Refrigerators - GE Appliances (side-by-side, water and ice in door hooked-up. Minimum 18 cubic feet).

Siding, Cement Fiber - Fiber Cement Lap Siding

Sink, Stainless Steel - Single Bowl - Signature Series, Elkay® .

Smoke Detector - Alarm Control Smoke Detector, Firex® with False Alarm Control[™] quiets unwanted alarms for up to 15 minutes. Battery backup. Interconnectible with up to 18 units. Quick-connect wiring harness. 5 year limited warranty.

Soffit and Fascia, Aluminum - Aluminum Vented, Amerimax, color to be white (match existing trim where other than white)

Storm Door - Ultracore[™] Dual-Vent Full-View Storm Door, Emco Specialties Triple-Track window system allows ventilation from top or bottom or both. 1" Forevertech[™] composite frame, tough as steel, hard as rock. Solid-brass handle set with separate deadbolt security. Color is molded through the door so scratches wipe clean. Forever push-button closer holds door open with the click of a button. One-piece construction keeps moisture out. Elegant brassfinished sweep ensures tight seal across entire threshold. Black, Bronze or, White.

Toilet Seat - Solid Plastic Toilet Seat, Bemis Manufacturing Lightweight.

Toilets (Water Closets) - Patriot Toilet Bowl, Eljer Plumbingware . 1.6-gallon flush. Vitreous china. Two-piece. Elongated rim. Siphon action bowl with shelf-top tank.

Tub And Shower Faucet - Single Control, Moen Clear knob. To include, shower head, arm, flange, and diverter spout.

Tub Wall, Tub Surround - 5-Piece Overlap Construction Design Tub Surround, Tall Elite; 2 towel bars and 6 shelves. Fits alcoves from 49-inches to 60-1/2-inches wide by 28-inches to 31-inches deep. Panels are easy to trim for window openings. Limited 5-year warranty. White high-gloss finish.

Vanity and Top Combos - White Vanity with Cultured Marble Top, Woodcrafters, Arkansas style. Rigid thermofoil front. Raised square panel door. Concealed 35mm European hinges. Glue and dowel construction. Full overlay frameless construction. Fully assembled. Faucet sold separately. 18" Wide x 16" Deep

Ventilated Wardrobe/Storage/Utility Shelving - Closet Maid®. One-piece vinyl coated steel construction with 1-inch spaced wires including horizontal bar for hanging items.

Vinyl Siding - Castle Ridge® Vinyl Siding, Georgia-Pacific Double 5" traditional lap profile, 12' long panels, 10" exposure, .044" thick, deep-embossed wood-grain texture to look like wood with matching trim and accessories

Wallhoard - USG with fiberglass joint tape

Water Heater - Electric or gas, General Electric 40 gallons, Energy Star Rated.

Water Heater, Electric - Profile Performance[™], General Electric. 12-year warranty. Include temperature and pressure relief valve. Brass drain valve. Self-cleaning system. Stainless steel heating elements. 53 gallons per hour recovery rate. 21" diameter, 46" height. \$397 estimated annual operating costs. 0.92 energy factor. 20 R-Factor on insulated jacket. Meets or exceeds NAECA and ASHRAE requirements.

Window Sill - Marble Sill

Windows, Aluminum Series - Better-Bilt 770 Single-Hung Tilt-In Aluminum Window, Single glazed. Operating sash tilts in for easy cleaning. Designed with front flange for block type construction. Spiral balances for easy sash operation. Marine glazed. 1-inch nail fins on head and 7/8-inch jambs on sill. 1/2 screen. 2-inch frame depth. R30 AAMA certified. Continuous coverage warranty. By actual size, width x height.

Peneral Specifications

1. CONCRETE

These general specifications are mandatory where applicable:

- a. No concrete shall be placed over grass, roots, or foreign material.
- b. All reinforcing shall be free of scale or coatings that reduce concrete bond.
- c. All reinforcing rods shall be deformed, except plain reinforcement shall be permitted for spirals or tendons. Reinforcement shall be permitted per ASTM Standards listed in ACI 318.

d. All concrete slabs shall be separated from existing construction by 1/4" asphalt impregnated expansion control joint.

e. Fill dirt shall be clean and free of deleterious material.

f. All materials used for concrete forms shall be removed after concrete has set. Voids in exposed concrete surfaces shall be filled with cement and dressed smooth.

g. Concrete to have a minimum strength of 2500 psi.

2. PIERS AND BASES

Piers shall be of reinforced concrete (2500 psi) minimum dimension 8" x 8" height equal to distance from bottom of joist or sill to existing ground surface.

Termite shields shall be placed on top of all piers.

Bases shall be minimum 4" thick concrete (2500 psi) 16" x 16" or larger. Bases must be set on firm soil below existing ground level. Bases shall not be set on grass, weeds, or other deleterious material.

3. STEPS

a. Precast

Steps shall be standard size, placed over concrete slab, $4" \ge 4'-0" \ge 4'-0"$ and firmly anchored.

b. Hollow Placed

Steps shall be formed in place over 8" x 16" footer. Wall thickness shall be minimum 4"; maximum rise and tread dimensions shall comply with the Florida Building Code (2004-Residential).

c. Frame

Steps shall be P.T. 2" x 12" stringer, Riser and tread dimensions shall comply with the Florida Building Code (2004-R). Bottom of stringers shall rest on concrete pads and be firmly anchored. Treads shall be installed with crown of wood up and only galvanized nails will be used.

d. Safety Rail

Rail shall be of material called for in work write-up by specialist and firmly anchored at both top and bottom using an approved method and galvanized bolts, screws or nails. Rail shall be 36". A 4" diameter sphere cannot pass through any opening up to a height of 34".

e. Other

Any other type steps not listed will be written in detail on bid specifications.

4. FOOTINGS

Footings shall be minimum 2500 psi reinforced concrete. Reinforcing steel shall be deformed, with a minimum lap of 40 bar diameters. Footing reinforcements shall have a minimum concrete coverage of 3" on bottom and sides. Form work shall be used when existing soil is not sufficiently firm to retain concrete. No concrete shall be placed over grass, roots, or foreign material.

5. FOUNDATION WALLS

Masonry walls shall be nominal $8" \ge 8" \ge 16"$ hollow masonry block laid with full mortar begging in a running bond, unless otherwise specified.

6. CONCRETE SLAB

All concrete slabs shall be a minimum 4" thick, 2500 psi concrete. Reinforcing shall be $6" \ge 6"$ No. 10/10 welded wire over 6 mil waterproof membrane after approved application of termite treatment. No concrete to be placed on grass, roots, or foreign material. All back fill shall be well tamped and level before placing of concrete. Top of slabs placed on existing grade shall be minimum 8" above surrounding soil. Termite treatment is required.

7. CARPENTRY-GENERAL SPECIFICATIONS

These general specifications are mandatory where applicable:

a. Framing shall be level, straight, plumb and true. Framing shall fit closely; set to line and level indicated and fastened in place rigidly. Framing members shall not be cut, notched, or bored more than 1/4 of their depth without adequate approved reinforcing. Boring shall be in the middle 1/3 of the member. Floor joists shall not be cut, notched, or bored more than 1/6 of their depth. Any such cut, notched, or bored shall not exceed 2" in diameter and shall be in the end 1/3 of span only.

b. All studs shall be 16" O.C. All exterior and load bearing stud walls shall have double top plate.

c. All exterior and bearing walls shall have minimum header design per F.B.C. for all loads over all openings. Any rough opening exceeding 5 LF in width will require solid 1/2 plywood core running continuous length of header.

d. All structural framing lumber shall be construction grade or better. Moisture content shall not exceed 19 percent at time of installation.

e. No untreated wood shall be in contact with paving, concrete or masonry within 6" of finish grade. All wood within 6" of the finished grade shall be preservative Treated.

f. Furring strips applied to masonry shall be $1" \ge 2"$ pressure treated pine.

g. All framing exposed to weather shall be nailed with galvanized nails. All exterior nailing shall use galvanized nails.

h. Minimum thickness of sill plates shall be nominal 2". Minimum, bearing for ends of joists on wood framing shall be 3-1/2". Sills in contact with masonry or concrete shall be preservative treated.

i. All new untreated exposed wood must be primed or stained within 48 hours of installation.

8. FLOOR FRAMING

a. All new or replaced floor joists shall be supported at their extreme ends by either a 2" x 2" ledger or metal joist hanger. Toe nailing only <u>will not be acceptable</u>. No splicing of floor joist between supports will be permitted.

b. When replacing deteriorated floor joists; new joists shall be of No. 2 yellow pine or equal, pressure treated and having same dimensions as old joists.

9. EXTERIOR WALL FRAMING SPECIFICATIONS

a. Unless plywood sheathing is used, <u>new corner posts</u> on exterior wooden walls shall be diagonally braced per F.B.C. (2004 Residential/2004 Existing).

b. Top plates shall be double 2 x 4's. Plates shall be lapped at corners and lapped or anchored to principal intersecting partitions. Splices in lower member of top plate shall occur over studs and in upper member at least 4 feet away from splice in lower member.
c. Top plates for interior non-bearing partitions may be single. When top plate is parallel to ceiling or floor framing, install 2 x 4 cross blocking not more than 4 feet O.C., unless double joists are provided top and bottom.

10. NÉW INTERIOR STUD WALL

A new stud wall should be built as described in specifications. Studs shall be nominal 2" x 4" on 16" centers. Sole plates shall be pressure treated if laid on masonry or concrete.

11. ROOF FRAMING-REPAIR (RAFTERS)

All damaged or deteriorated rafters shall be removed entirely. <u>No splicing of any rafter</u> will be permitted. When <u>rafter tails are to be replaced</u>, they shall cut back flush with exterior siding. <u>New</u> rafter tails shall be of same dimension as the old and attached to

the existing rafter by extending into the building twice the distance of the overhang and nailed to the existing rafter and nails driven through roof sheathing from top side. All saw cuts on roof framing and rafters shall be to the line and closely fitted.

12. ROOF FRAMING-GENERAL SPECIFICATIONS

a. Conventional Framing

When a ridge board is to be installed, it shall be a minimum of 1" in thickness and not less in depth than the cut ends of the rafters it joins.

<u>Ceiling joists and rafters</u> shall be nailed to each other where possible. Ceiling joists shall be continuous or joined together over a partition to provide a continuous tie across the building.

<u>Plywood sheathing shall be minimum 4'-0" x 8'-0" x 1/2" thick with butt clip between</u> <u>rafters. Solid sheathing shall be a nominal 1" x 12". Strip sheeting shall be 1" x 4" on</u> 12" centers. All end joints shall be made over rafter. <u>Adjacent end joints shall be</u> <u>staggered</u>. Sheathing supporting barge or trim rafter shall extend back onto roof minimum of 4'-0".

When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Manufactured Truss System

When called for in the Work Write-Up, a trussed roof system will be custom engineered (designed) and built for the specific house being rehabilitated. Trusses will be installed per manufacturer's specifications and properly secured to bearing walls. Overhang will match existing or be specified in Work Write-Up.

13. FLOORING-REPAIR

All damaged, loose or broken sub flooring shall be repaired or replaced before installation of a finished floor. Spot repairing of existing tongue and groove flooring shall be made so that end joints occur over a floor joist. Adjacent end joints shall be staggered. Replaced flooring shall match existing in size, quality, and finish, unless otherwise specified.

Flooring or floor covering, when repairing, shall extend into closets and storage areas. 3/4" B-C grade exterior plywood may be used as a substitute when underlayment or floor covering is to be applied.

Replace Shoe Mold

When necessary to remove existing shoe mold in order to repair damaged flooring, new shoe mold shall be installed and finished to match existing shoe mold.

14. UNDERLAYMENT

a. Underlayment shall be 3/8" B-C exterior plywood or 3/8" underlayment plywood or approved equal. No CDX with unfilled voids will be allowed.

b. Any loose flooring or boards to be securely nailed prior to underlayment installation. It shall be nailed securely in a minimum 5" square pattern with screw shank nails to prevent bulging and loose or springy areas. Seams and butts shall be made over floor joists. Plywood scams shall run at right angles to sub flooring seams whenever possible. A suitable filler (Fix-all or equal) shall be applied over seams, indentations, or other openings in the underlayment to provide a smooth surface suitable for resilient floor covering.

15. PLYWOOD FLOORING AND REPAIRS

a. Replacing with New

Replacement shall be 3/4" exterior grade plywood. End joints shall be staggered and occur over floor joist.

b. Subflooring

Sub flooring shall be the same as above, or substitute of 1" x 8" or 12" flooring, diagonal application. End joints to occur over floor joist.

16. HARDWOOD FLOORS-SAND AND VARNISH

a. Repairs

Shoe molding shall be removed and all defective hardwood flooring taken up from the subfloor using care not to rip up or break the tongues from the flooring strips or places that are intended to be retained. Then new matching flooring shall be laid in accordance with the best standard practice of the trade. The entire floor (both existing and repaired) shall then be inspected for protruding nails and any nails found to have popped out shall be countersunk. All flooring will be blind tongue nailed.

b. Refinishing

(1) After all other trades in the area are finished with their work, the flooring shall be stripped, then sanded with a heavy-duty commercial type power-driven sander. Coarse, medium, and fine grades of sandpaper shall be used to produce a uniform, even, and smooth surface. After sanding, the flooring shall be swept or be vacuum cleaned as necessary to remove all dust and dirt.

(2) Where the hardwood flooring abuts a resilient floor covering, a standard aluminum, edge strip shall be attached at the edge of the flooring with countersunk flathead screws. The aluminum edging shall be as close to the thickness of the installed flooring as possible on one side and shall taper off to a thickness of approximately 1/8" on the other side.

(3) The flooring shall then receive:

(a) If specified in Rehabilitation Report, an approved wood stain (as listed paint section)

(b) A penetrating sealer followed by two (2) coats of hard spar (marine) varnish, or a coat of polyurethane thinned with mineral spirits as a sealer, followed by two (2) coats of uncut polyurethane (min. 45% resin content).

(c) Appropriate barriers and signs shall be erected to keep people from walking on the floor until the floor finish has cured and set. Then paper shall be laid from door to door to inhibit people from walking on the floor.

(d) Shoe mold or quarter round that was removed shall be reinstalled or replaced by new clear wood molding and finished to match floor.

17. EXTERIOR FLOORING

Tongue and groove flooring for exterior porches or enclosed utility rooms shall be 1" x 4" "C" grade Long Leaf Yellow Pine. When the width of an existing wooden porch is 9'-0" or less, flooring shall extend from main body of structure to outer extremity of porch. No splicing will be permitted in any application unless the spliced flooring is 4'0 " or more in length. Adjacent end joints in runs of flooring must be staggered.

EXEMPTION 1" x 4" clear fir flooring applied with 6-penny finish nails set and caulked. This application can be used only when called for in Bid Specifications.

18. OAK FLOORING

Flooring shall be 25/32" x 2-1/4" end matched tongue and groove (select red oak, select white oak), sanded sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

19. FINE FLOORING

Flooring shall be nominal 1" x 4" tongue and groove, "C" grade Long Leaf Yellow Pine, sanded, sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

20. FLOOR COVERING-TILE

Over underlayment install indicated tile using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, finished with two (2) coats of pint or varnish as designated by owner.

No self-stick tile will be accepted.

No installation of new floor tile over existing tile will be allowed.

21. FLOOR COVERING-SHEET VINYL

Over underlayment install indicated sheet vinyl using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, <u>finished with two (2) coats of pint or varnish as designated by owner</u>. Sheet vinyl shall be as manufactured by ARMSTRONG, or equal.

Sheet goods must meet Federal Specification L-F 001641, Type 3, Class 3, or MPS 4900.1, minimum wear layer thickness .010", ARMSTRONG "Builder Basic" or "Castillian," GAFSTAR "Standard," CONGOLEUM "Builderflor" or "Pacemaker," or equal.

22. FLOOR COVERING-CARPET

Carpeting and pad must be F.H.A. grade (Federal Specification UM44-C). Carpet pad, if separate, shall also meet F.H.A. specifications.

23. FLOOR COVERING-CERAMIC

Ceramic floor tile shall equal or exceed the standard grade requirements of U.S. Department of Commerce Simplified Practice Recommendation R-61-61 and Federal Specification SST-308-b. Floor tile shall be standard grade, selected by owner, set in cement mortar "tickbed" base. All ceramic floors shall be finished with ceramic cove base tile.

24. BASE AND SHOE MOLDING

a. 9/16" x 3-1/4" Clam Shell - F.J. (for painting) or clear (for staining)

- b. Vinyl Base Molding 4"
- c. Standard to match existing

d. Shoe Molding 3/4"

Finish wood molding with two (2) coats of semi-gloss paint or varnish as designated by owner.

25. WALL FINISH-PLASTER/"BLUEBOARD"

Rake cracks clean, remove loose plaster or drywall and fill holes and cracks with patching plaster, or drywall joint compound as applicable. New repair shall be struck level with surrounding surface and finished to match existing surface texture.

26. WALL FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" is the trade name for any several brands of plaster base with a high strength, high density gypsum core covered with special absorption face paper for application of veneer (1/16) to 3/32" thick) high strength plaster.

Where indicated, damaged areas are to be cut out square with centerline of existing studs or furring strips. New sections are to be fitted to butt loosely to existing base, nailed in place, taped, and new veneer coat applied level with surrounding surface.

In new construction, plaster base shall be attached to $2" \times 4"$ stude 16" on center, or 1" x 2" pressure treated furring strips 16" on center, with nails or screws with 6" to 7" spacing. Sections are loosely butted; joints shall be covered with perforated tape, and filled with a quick setting scratch coat prior to application of the veneer surface.

NOTE: This construction shall not be used where normally exposed to excessive moisture humidity, or temperature.

27. WALL FINISH-DRYWALL

Sheetrock shall be taped, bedded and sanded smooth. Sheetrock may be butted to existing square-cut baseboard. Any existing baseboard, window or door trim not adaptable to butting of sheetrock, shall be reduced to square cut, removed and reinstalled, or replaced with new trim over sheetrock.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water-resistant gypsum board shall be used in wet area of bathroom, of utility room, or of exterior porch ceiling.

28. WALL FINISH-DRYWALL OVER FURRING STRIPS

Walls shall be 1/2" sheetrock (or other as called for in Write-Up), taped, bedded, sanded, installed over 1" x 2" P.T. furring strips 16" on center. Sheetrock may be butted to existing square cut baseboard. Any existing baseboard, window or door trim, not adaptable to square cut, shall be removed and reinstalled or replaced with new trim over sheetrock. 1" x 4" P.T. shall be installed along floor, and beneath and on both sides of windows. 1" x 8" P.T. shall be installed above windows, and extending 6" beyond each side of window.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water resistant gypsum board shall be used in wet are of bathroom or utility room.

29. WALL FINISH-WALLBOARD-REPAIR

New panels or sections of similar type (wood, cane fiber, wood pulp, etc.) and same thickness, to be butted to existing panels and nailed in place nail from $6" \times 8"$. Joints to be concealed by perforated tape and joint compound. Trim or molding removed shall be reinstalled or replaced with new material of matching size and shape.

30. WALL FINISH-(Prefinished Paneling)

To be a minimum of 3/16" in thickness; dent, scratch and stain resistant surface. Installed on a clean flat surface in accordance with good standard construction practice, free of any damage on surface. Nailed <u>in the grooves</u> with colored paneling nails to mach color of groove. All joints to be tight to eliminate cracks from showing. On furred walls, strips to be 16" on centers with P.T. 1" x 2", with one (1) piece of 1" x 4" running horizontal to floor so that base can be nailed into it to keep bottom of paneling from warping. At ceiling, install horizontal 1" x 2" furring strip for nailing ceiling cove and to keep paneling from warping. Trip to be prefinished or natural wooden molding, or simulated vinyl (no fabric covered type) installed in a good construction practice, free of any damage on surface. Install with mitered cuts, tightly fitted and nailed with colored paneling nails to match molding. Flame spread rating of all paneling and trim material to be 200 or less.

31. WALL FINISH-CERAMIC TILE-THINSET

Ceramic tile shall be installed using thinnest. Trim edges with bull nose tile. Wall tile shall equal or exceed the Standard Grade requirements of the U.S. Department of Commerce Simplified Recommendation R-61-61 and Federal Specification SST-308-b. Wall tile shall be of standard grade 4" x 4" x 1/4."

32. WALL FINISH-CERAMIC TILE-MASTIC

Ceramic tile shall be installed in tub area to a height of 60" above tub using mastic on M/R drywall. Trim edges with bull nose tile. Wall tile shall equal or exceed Standard Grade Requirements of the U.S. Department of Commerce. Wall tile shall be of standard grade 4" x 4" x 1/4." Include installation of one (1) towel bar and soap dish in tub area.

33. FIXTURE SET FOR BATH

a. Ceramic

Set shall include paper holder, toothbrush holder, medicine cabinet, one (1) towel bar in addition to soap dish and towel bar in tub area. All fixtures to be securely fastened to wall.

b. Chrome-plated Metal

Set shall include paper holder, toothbrush holder, medicine cabinet, and one (1) towel bar in addition to soap dish and towel bar in tub area. All metal fixtures will be securely fastened with appropriate hollow wall anchors.

34. TILE BOARD

Prefinished wall panels of 1/8" hardboard with water repellent finish and al necessary chromized aluminum, non-oxidizing, tarnish resistant rim shall be applied to wall according to manufacture's specifications. Apply to smooth clean surface.

35. CEILING FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" plaster base (1/2") shall be attached directly to wood joists and nailed 6" on center. Joints shall be covered with perforated tape and fill with quick setting scratch coat of plaster prior to application of the veneer coat (1/16" minimum).

36. CEILING FINISH-DRYWALL

If joists are 16" on center, the ceiling shall be 1/2" sheetrock tapped, bedded, and sanded smooth form painting. (If ceiling joists are 2'-0" O.C., 5/8" sheetrock must be used.) Drywall may be applied directly to existing ceiling.

3/4" to 1-1/2" cove molding shall be used only when ceiling butts to wood or paneled walls.

37. CEILING FINISH-DRYWALL OVER FURRING STRIPS

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. Sheetrock shall be installed over 1" x 3" furring strips, 12" on center.

38. DROP CEILING-DRYWALL

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. New ceiling shall be installed over appropriate dimension new ceiling joists spaced 16" on center. New ceiling joists may be fastened to existing ceiling joists or rafters to prevent sagging--spacing of any supports not to exceed 6'-0".

39. DROP CEILING-SUSPENDED

a. New

Acoustic tile ceiling suspended on exposed or concealed grid system to be installed per manufacturer's specification.

b. Repair

Damaged or stained panels to be removed. Necessary grid repairs shall match existing system. Existing panels may be use if color and texture match new panels.

40. CEILING FINISH-TILE

Ceiling tile shall be installed over 1" x 3" furring strips 12" on center Acoustical ceiling tile shall be of the interlocking type, 12" x 1/2", pattern and color as selected by the owner. Perimeter of ceiling shall be finished with manufacturer's recommended ceiling molding.

41. CEILING FINISH-REPAIR

The repaired area shall conform to the rest of the ceiling and be finished in a good "workmanlike" manner.

42. SCUTTLE HOLES

Scuttle holes shall be installed in area indicated on Work Write-Up (size 22" x 36") and trimmed to conform to ceiling surfaces.

43. WINDOW AND DOORS-REPAIR

The door or window repaired shall operate smoothly, close and lock securely, and shall be weathertight.

44. DOORS-GENERAL SPECIFICATIONS

When installing doors contractors shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces.

All doors specified as new shall be complete with new hardware and new lockset -WEISER, DEXTER, or SCHLAGE only. After trimming and fitting of door, all edges shall receive same finish as sides of door. <u>Threshold and vinvl edge door stop to be included</u> on exterior doors only.

Interior doors shall be 1-3/8" flush, hollow core, lauan or beech, finish as designated by owner.

Exterior combination door shall e 1-3/4" panel lower half, with window and screen insert upper half, varnish grade, finish as designated by owner.

Door stops shall be added where necessary.

Exterior jambs shall be minimum 5/4 stock (Kerfed) jamb material, "C" Fir, or 2 x PT if used in block houses.

If trim is to be stained or varnished, it must be clear stock, not finger jointed.

Door viewer shall be 180° field of vision (min.), and be installed at a height convenient for owner above finished floor.

New exterior doors shall be primed or sealed as soon as possible after they are hung. This includes filling any gaps or holes, priming and scaling all four (4) edges.

45. WOOD SCREEN DOOR

New screen door shall have clear wood stiles, be 2-panel, 1-1/8" thick, complete with all new hardware, automatic closer and locking latch (not keyed)! Finish with two (2) coats of paint or varnish (owner's choice).

46. ALUMINUM SCREEN DOOR

Screen door shall be minimum 1" extruded-aluminum, prehung, with metal jamb, lock and closer.

47. WINDOWS GENERAL-SPECIFICATIONS

When installing new windows, contractor shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces. When installing a new type of window in an existing wooden frame, all grooves, offsets and projections on the side and head jambs and sills shall be finished flush and smooth.

Windows (aluminum awning or aluminum single hung) when specified new, shall include new aluminum screens, permanent weather stripping, positive locking device, nylon or stainless bushings, and aluminum lazing bead. New bathroom window to have obscure glass. The awning window shall have torque-bar operator. All windows and frames shall be thoroughly caulked at time of installation.

48. NEW WINDOW FRAMING

Window opening shall be framed to fit standard size windows with new casings and trim applied to match existing surfaces. Windows installed in bedrooms shall have an openable area of 24" high and 20" wide with a minimum net clear opening of 5.7 sq. ft. (Exception: Ground floor may have 5.0 sq. ft.).

49. WINDOW, WOOD-NEW SASH

New wooden sash shall be fitted to window opening so as to operate freely, lock properly, and be weathertight.

50. WINDOW SCREEN-ALUMINUM FRAME

New screens shall replace existing so as to give proper ventilation and insect prevention. Aluminum screen wire of 18 x 14 mesh shall be used. New latch and hangers will replace old. All old hooks and latches shall b removed and the holes filled.

51. WINDOW SCREEN-RESCREEN

a. Deteriorated screening shall be completely removed and replaced with 18×14 mesh aluminum or fiberglass screen. On wood frame window screens, all damaged or deteriorated molding shall be replaced with new matching molding. All damaged or missing hangers and hooks shall be replaced with new.

b. Rescreening of exterior porches shall be done using new 8 x 14 mesh aluminum or fiberglass screen. All damaged or deteriorated molding shall be replaced with new matching molding.

New wood molding shall be primed and then painted with semi-gloss exterior paint.

52. EXTERIOR SIDING-REPLACING/REPAIRING

New siding shall blend and conform with surrounding area. All joints shall be tight, and adjacent end joints shall be staggered a distance of at least two studs. <u>Caulk at all</u> window and door trim.

53. EXTERIOR SIDING-NEW (T-111.R.B. & B., ETC.)

Panels shall be $5/8" \ge 4'-0" \ge 8'-0"$ of pine or fir with no voids or patches on exposed surface. No 303 panels or seconds will be used. Install using 8d <u>galvanized finishing</u> nails 6" - 8" on center and 6" O.C. on panel edges.

Stain or paint per owner's request and according to Spec. No. 89-PAINTING.

54. EXTERIOR SIDING-ASBESTOS

New asbestos shingles shall be as manufactured by Johns-Manville "Ranch Grain Texture": 12" x 24" or equal. (Match existing shingles as closely as possible.) Shingles shall be applied over vapor barrier material as recommended by manufacturer. <u>Caulk</u> <u>all windows and door trim</u>.

55. EXTERIOR SIDING

a. Aluminum

New aluminum siding shall be not less than .024" thickness for wall panels and .032 for siding. Siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold.

b. Vinyl

New vinyl siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold. Siding shall be T-Lok solid vinyl siding by Mastic Corporation or approved equal. Product shall be installed by a licensed vinyl siding installer only.

56. TRIM

a. Aluminum

All door and window trim shall be covered with baked enamel coil stock (minimum .019").

b. Vinyl

All door and window trim shall be covered with vinyl stock.

57. SOFFIT AND FASCIA

a. Aluminum

Existing soffit material should be removed. Eaves shall be enclosed by installing baked enamel aluminum ventilated soffit material to underside of rafters. Enclosing the eaves shall include installation of fascia board and application of baked enamel aluminum over same. Soffit material shall be not less than .019" thickness, baked enamel aluminum. Non-structural aluminum sheets shall have a minimum thickness of .032.

b. Vinyl

Eaves shall be enclosed by installing vinyl ventilated soffit material to underside of rafters. Enclosing the eaves shall include installation of fascia board and application of vinyl over same. Vinyl shall be as manufactured by Mastic Corporation or approved equal.

58. SOFFIT AND FASCIA-FRAMED

a. Aluminum

Soffit shall be built under roof overhand and covered with baked enamel aluminum soffit material over wooden soffit framing. Aluminum soffit material shall be either ventilated, ribbed or V-groove, as selected by owner. Molding and trim shall be baked enamel aluminum. A fascia board shall be installed on rafter ends, and covered with baked enamel aluminum. Soffit shall be constructed 90° to wall, parallel to ground, and soffit supporting "look out" members shall be maximum 24" center to center.

b. Vinyl

Soffit shall be built as above and covered with vinyl as manufactured by Mastic Corporation or approved equal.

59. GUTTERS/DOWNSPOUTS

a. Aluminum

When gutters and/or downspouts are specified, aluminum gutters shall be installed over existing fascia, backstop with hangers recommended by manufacturer. Downspouts shall be place over concrete or fiberglass splash block.

b. Galvanized

Galvanized gutter and downspout installation, when specified, shall be the same as the above.

60. EXTERIOR SIDING-STUCCO

a. New Installation

All stucco work shall be installed In accordance with ASTM C 926 and C 1063.

If stucco is to be applied over frame construction, a waterproof building paper of 30 lb. asphalt saturated felt must be applied to siding. Over felt, nail 3.4 galvanized metal lath reinforcement wire 7" on center with 1" galvanized roofing nails. Over reinforcement, apply one (1) 1/2" scratch coat, one (1) 1/4" brown coat and one (1) 1/8" finish coat shall be used.

If stucco is to be applied over primed block walls a 3/8" scratch coat and a 1/8" finish coat shall be used.

Block walls with any existing paint, surface coat, or finish that would hinder proper adhesion, shall be sandblasted clean before application, and/or an approved cement bonding agent or lath applied.

b. Repair

Remove all damaged stucco. Repair or replace metal lath or wire fabric as necessary, and apply new stucco to match existing surface.

61. SPRAY CRETE

Shall be applied to clean prepared surface with a masonry bonding, if needed. Two coats machine application, troweled in, but not to be applied over wood. Second coat may have marble glitter at owner's option.

62. ROOFING-GENERAL SPECIFICATIONS

All roofing shall be installed per F.B.C. (2004 Residential). All valleys, flashings, and eaves drip shall be replaced with new F.H.A. grade metal. <u>All bare rafters shall have</u> <u>F.H.A. type metal edge</u>. All vents and stacks projecting through the roof <u>shall have</u> <u>appropriate new boots or flashing</u>. Eaves drip or gravel stop shall overlap a minimum of 3" or a clip will be installed over the joint.

All damaged or rotted sheathing boards shall be replaced with new. End joints shall be made over a rafter. Rotted portions of rafters shall be cut back to good wood and a new rafter rail scabbed-in adjacent to rotted one and extended back into the building a distance equal to 2/3 to 1/3 ratio.

No new roof will be installed over any old roofing. Sheathing supporting barge rafters shall extend back onto the roof at least 4 feet or additional supports installed no more than 2'-0" O.C.

Roofing nails shall not penetrate through roof sheathing at any open or visible spot.

When new roofing is installed, sagging portions of roof shall be braced with minimum 2" x 4" lumber from roof rafters to nearest bearing wall. Purlins or sole plates shall be used when necessary.

When a new roof is installed in conjunction with aluminum fascia, eaves drip or gravel stop, and flashing shall also be aluminum.

63. ROOFING-MODIFIED BITUMEN

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install modified bitumen roofing material per manufacturer's specifications. Modified bitumen roofs shall carry a two-year unconditional warranty.

64. ROOFING-BUILT-UP

a. Tar and Gravel

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 4-ply, hot mopped built-up roof. Flood coat surface and cover with white river gravel.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Tar and gravel built-up roofs shall carry a five-year unconditional warranty.

b. Smooth Surface

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 3-ply fiberglass built-up roof (11-1/2" exposure) and emulsify the finished top surface per manufacturer's recommendations. Over emulsion apply a finish coat of fibered aluminum roof coating.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Smooth surface built-up roofs shall carry a two-year unconditional warranty.

65. ROOFING-METAL

Install metal starting strip on barge rafters and roof, indicated sections with five (5) Vcrimp metal roofing and F.H.A. type metal drip edge. Existing sections which are free of rust and not damaged may be used providing they are identical to the configuration of the new panels. Panels must be nailed and caulked in conformance with the manufacturer's recommendations.

66. ROOFING-STRIP SHINGLES (FIBERGLASS/ASPHALT)

Apply two layers of 15 pound asphalt felt over 19" overlap. Over felt, install 240 pound self-sealing Class "A" strip shingles per manufacturer's recommendations. Provide a 30 year pro-rated warranty certificate from the manufacturer.

67. OVERHEAD GARAGE DOOR

a. New

Shall meet F.B.C. Code wind standards.

Door shall be of steel or fiberglass, one piece or sectional as called for in Write-Up. It shall be of standard size and opening framed to fit. Installation shall include all new track, hardware, hanger brackets, and springs. New door shall have key lock and lock securely. Door shall be installed so as to be reasonably weather tight.

b. Repair

Repair shall include the replacement or repair or adjustment of existing door hardware to make door fully operational, lockable, and reasonably weather tight.

68. FASCIA/EAVES/SOFFIT-REPAIR

a. Fascia

Deteriorated fascia boards shall be replaced using like material or No. 2 pine of same dimension. When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Eaves

Deteriorated sections of eaves shall be repaired by replace rotted rafter tails, sheathing, and fascia board (if existing) with new material to match the existing wood in dimension. All rotted wood shall be cut out and removed.

c. Soffit

Deteriorated sections of soffit shall be removed and replaced with new material to match existing. Replace all deteriorated soffit screening with 18 x 14 mesh aluminum screen wire or aluminum vent strips.

69. SOFFIT-EAVES

All eaves of house/accessory building, including gable ends shall be enclosed. This shall be done by applying 3/8" exterior plywood to underside of rafters. Enclosing of eaves shall include installation of fascia board. Soffit vent shall be 18 x 14 mesh aluminum wire or aluminum vent strips.

70. SOFFIT-FRAMED

Soffit shall be 3/8" exterior plywood installed from end of rafter to wall of structure. Soffit shall be constructed at 90.° to wall, parallel to ground, and shall not be attached to bottom of rafters. Maximum spacing for soffit supporting "look out" members shall be 24" center to center. Soffit shall be finished at wall with molding strip and at end of rafter with a fascia board. Soffit vent shall be 18 x 14 mesh, aluminum wire, or aluminum vent strips.

71. CABINETS-VANITY

Lavatory base cabinet shall be clad with mica plastic (1/32" minimum thickness) on sides, front, doors, and drawers. Top shall be approximately 22" wide with 3" back splash, mica "curv-a-top," or wood covered with mica plastic (minimum .050" thickness). Lavatory basin shall be 18" round porcelain enamel on steel. Imitation molded marble tops may be used as substitute. <u>Vanity installation should include new center set pop-up drain, new trap and supplies, and shut-offs.</u>

72. CABINETS-MEDICINE

Shall be standard size of <u>stainless steel</u>, recessed, with minimum three (3) shelves, and <u>plate glass</u> mirror, unless otherwise specified on Work Write-Up.

73. CABINETS-KITCHEN BASE

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Base cabinets shall be plastic clad (minimum 1/32" thickness) with appropriate doors and drawers. Top of cabinet shall be approximately 25" wide with a 4" back splash covered with mica (.052" minimum thickness).

b. Repair

Repair shall include replacing all hinges and pulls with new and replacing any damaged drawer guides or slides with new. After repair, doors and drawers shall operate smoothly and close properly. All unrepairable drawers and doors will be replaced.

c. Refinish

Interior of cabinets will be repainted with washable latex enamel following accepted paint procedures. Exterior surfaces will be painted or varnished or may be covered with mica at the owner's request.

74. CABINETS-KITCHEN UPPER

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Upper kitchen cabinets shall be clad with plastic such as Formica V-32 (minimum 1/32" thickness) or equal. All doors shall be trimmed with plastic and painted inside.

b. Repair

Repair shall include replacing all hinges and pulls with new. After repair, doors will operate smoothly and close properly. All unrepairable doors will be replaced.

c. Refinish

Interior of cabinets and shelves will be painted with a washable latex enamel following accepted paint procedures. Exterior surfaces, at owner's request, will be painted, varnished or may be covered with Formica.

75. COUNTER TOP

Shall be approximately 25" wide with 4" back splash covered with mica (.052" minimum thickness) attached to base of chip board or exterior plywood---3/4" thick.

76. CLOSETS

Build a clothes closet in the indicated room by installing $2^{\circ} \times 4^{\circ}$ studs, 16'-0" on center from floor to ceiling. Inside dimensions to be 2'-0" by specified length. Closet shall be finished inside and out with 1/2" sheetrock and base board. Install flush, bi-fold, or bypass doors neatly trimmed out as called for in Write-Up. Include installation of a clothes shelf, hanger rod and finish flooring.

77. ELECTRICAL

When specified, the following criteria will apply:

a. New service panel shall include increasing capacity to indicated amps, proper grounding and installing lightning arrester. New service panel box shall include adequate number of circuits to avoid overloads. Label all circuits clearly.

b. All appliances shall be on separate circuits.

c. All new and existing exterior outlets and interior outlets in the kitchen, bath and laundry/utility room shall meet N.E.C.210.8 (A) 1-7 with GFCI's.

d. All exterior doors shall have an exterior light controlled from an interior wall switch.

e. Each room shall have a light controlled from a wall switch or a switched outlet.

f. No exposed wire connections will be allowed. All such joints will be properly taped and sealed in an appropriate electrical box.

g. Closet lights, when specified, shall be recessed units controlled from a wall switch.

h. New service panel locations shall be in conformance with local codes.

i. Wiring of new water heater or rewiring of existing water heater shall be in conformance with the National Electric Code (2002).

78. APPLIANCES

When called for new, shall be white or almond in color, in standard dimensions.

a. Electric Ranges

Will have standard oven, clock, and timer and shall be installed and tested for proper operation.

b. Gas Ranges

Will have standard oven, clock, timer and shall be connected to gas supply and tested for proper operation. Duplex receptacle shall be included with range when needed for range accessories.

c. Range Hoods

Shall have a light and a fan with a 2-speed motor with minimum 140 CFM minimum speed.

d. Refrigerator

Shall be installed in level position with duplex receptacle of no more than one (1) foot from unit. Minimum 18 cubic feet.

79 HEATING

a, Fuel Oil

Indicated model shall be installed and tested for proper operation. All existing flues, draft controls, thimbles, fuel lines, and stacks shall be replaced with new or provided new when needed. Where existing fuel oil stand and tank are in good operable condition, they may be used. Otherwise, provide and install new 100-gallon tank and stand. Electric service to unit shall be included with blower models.

b. Gas

Indicated model shall be installed in area designated and tested for proper operation. <u>No unvented gas heaters will be accepted</u>. All gas piping, appliances and connections shall meet the Florida Gas Code.

c. Electric

<u>Heater shall be installed to meet National Electric Code (2002)</u> and tested for proper operation.

Individual heaters shall be on separate circuits as per code.

Electric water heaters shall be installed complete with separate electric circuit. Proper wiring shall include use of No. 10 wire protected by Greenfield, bonding the hot and cold water pipes and grounding of unit.

80. APPLIANCE AND HEATING EQUIPMENT-REPAIR

All appliances such as ranges, refrigerators, range hoods, and all heating equipment shall be repaired and tested to assure safety of operation and maximum durability.

81. PLUMBING

All tubs, sinks, lavatories, and water closets, when provided new, shall be installed complete. New water lines shall be 1/2" copper, cpvc or pex joint piping per code. Where connecting copper to existing iron pipe, a dielectric union is required. All new chrome trim and fittings to include: faucets, traps, supply and return pipes, stops, diverter valve, lead and brass stubs, water closet in-and-out parts. As specified, shower rod shall be aluminum, or stainless steel screwed to wall.

Water lines, waste lines, and vents shall be of size and material approved by the Plumbing Code.

Gas water heaters shall be installed complete with gas lines and properly vented in accordance with applicable codes.

A drain pan shall be installed under the water heater with a 1" diameter waste pipe and relief valve.

82. NEW ADDITIONS

When new additions are specified, all materials and workmanship shall comply with applicable codes and requirements.

83. ACCESSORY BUILDING-METAL

a. All metal utility buildings shall be prefabricated aluminum type with P.T. floor joists installed and anchored according to manufacturer's directions.

b. The building 8'-0" x 10'-0" or larger shall contain one (1) 3'-0" x 6'-8" metal door with lock in handle and an <u>optional</u> aluminum single-hung or awning window, <u>as called for</u> in the Write-Up.

c. When metal wall panels are less than .032 thicknesses and meet F.B.C. 2004.

d. All metal utility buildings shall be weather tight and designed so that the interior floor will be dry.

84. ACCESSORY BUILDING-FRAME

Construct a frame accessory building to specified dimensions along with a minimum 3/12 roof pitch and 12° minimum roof overhang.

Garage shall be constructed as follows:

a. 8" x 16" continuous footer per F.B.C. (2004 Residential)

b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire mesh, 6 mil vapor barrier and termite treatment.

c. 2" x 4" studs on 16" centers pressure treated, sole plate, double top plate.

d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23." Hurricane clips every rafter. 1" x 8" cedar or #2 pine fascia with 1" x 2" drip strip of same material. Box in soffit and gable overhang with 3/8" exterior grade plywood. Roof sheathing to be minimum 4'-0" x 8-0" x 1/2" exterior grade plywood. Spacing of rafters shall be determined by the sheathing and other material used.

e. Both gable ends and all exterior walls shall be finished with 5/8" T-111 plywood or other code approved materials.

f. Roofing shall be 240 pound strip shingles over 15 pound felt. All roof edges shall have F.H.A. metal drip edge.

g. Install one (1) metal overhead door, 7'-0" x 8'-0."

h. Install one (1) 1-3/4" x 2'8" x 6'8" solid exterior door (half-combination, at owner's request) complete with jamb and entry lock.

i. Install one (1) aluminum awning or S.H. window C-23.

j. Vent through either gable or eaves.

85. ACCESSORY BUILDING-BLOCK

Construct a block masonry accessory building to specified dimensions along with a minimum, 3/12 roof pitch and 12" minimum roof overhang as follows.

a. 8" x 16" continuous footer with two #5 rebars.

b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire or fiber mesh.

c. 8" x 8" x 16" cement block walls. Top course shall be "U" lintel blocks with one 5/8" rod and 2500 psi concrete. If 2" x 8" P.T. plate is to be installed, anchor bolts shall be 1/2" x 6" spaced 6'-0" on center. Exterior corners to have steel dowels and continuous 5/8" rods into lintel. Core to be filed with concrete.

d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23.

e. Both gable ends and all exterior walls shall be finished with tempered hardboard, grooved panels, or 5/8" T-111 plywood.

f. Install one (1) metal overhead door, 7'-0" x 8'-0."

g. Install one (1) 2'8" x 6'8" (1-3/4" thick) exterior combination door with jamb and entry lock.

h. Install one (1) aluminum awning or S.H. window C-23.

i. Vent through either gable or eaves.

86. FENCES

a. New

Shall consist of the chain link variety. Hot dipped galvanized wire, post, and fasteners. Entrance gates shall be minimum 36," driveway gates minimum 10'-0." Posts shall be anchored in concrete. <u>All fence installations shall be surveyed</u>. Height to be in accordance with local zoning regulations.

b. Repair

When called for Work Write-Up shall consist of reinstalling or replacing with new line posts, corner posts, top rail or section of fencing (chain link or wood) and repair or replacement of gates.

87. DEMOLISH AND REMOVE FROM PREMISES

All items listed under this specification shall be removed from premises before calling for final inspection. Remaining areas shall be left clean.

88. SMOKE DETECTOR(s)

Shall be a UL, F.B.C. and N.E.C. approved and installed unit with battery back up. Unit shall have a minimum one-year warranty.

89. PAINTING

Painters must be approved by Community Development before contract is approved.

a. General

<u>No lead based paint will be used for any application</u>. (This means any paint containing more than one percent (1%) lead by weight in the total non-volatile contents.)

All surface conditions identified as immediate hazards shall be thoroughly cleaned (washed, sanded, scraped, wire brushed, or otherwise cleaned) so as to remove all cracking, scaling, peeling, chipping, and loose paint on applicable surfaces. Such surfaces that have been so treated shall then be repainted with two coats of a suitable non-leaded paint in accordance with Section 35.14.

No interior or exterior painting is to be done without a painting inspection and approval to proceed (contractor shall request inspection after surface preparation has been completed). Any painting over dirt or over loose, scaling, or peeling paint will be rejected.

All surfaces including floors, walls, ceilings, trim, doors, and both sides of window and door glass, shall be cleaned, and excessive paint removed from same upon completion of painting.

b. Products

All painting products shall be standard, nationally known brands of "best grade" firstline quality with labels on the containers. All paint shall be delivered to the job site in unopened containers. All painting products shall be applied in strict accordance with manufacturer's specifications. Paint colors only shall be selected by owner.

c. Preparation

All joints in trim siding and frames shall be caulked by gun method before application of paint. Prepare surfaces by scraping loose paint, point up all cracks and holes, and sand smooth both exterior and interior surfaces. All foreign material such as nails, hooks, fasteners, etc., shall be removed, and the holes filled and sanded smooth: (Putty nail holes, cracks, and blemishes after primer coat has been applied, but before application of finish coats.) All stained and porous surfaces shall be sealed before painting. Coat all knots, sap streaks, and water stains with one (1) coat shellac, or other approved scaler, before painting. All masonry surfaces shall be pressure cleaned or wire brushed free of loose material; all voids will be patched and allowed to dry prior to painting. All metal surfaces will be scraped free of loose materials, and all rust removed prior to painting. Galvanized metal shall be allowed to weather two (2) weeks prior to painting, or coat with zinc chromate or vinegar solution prior to painting.

d. Application

All surfaces to receive paint and special applications are indicated. The painting out of a room shall include all walls, ceiling, base trim, window and door trim, interior of all closets, kitchen cabinets, drawers, and both sides and all four (4) edges of doors. All wood trim, bathroom walls and ceiling, and kitchen walls and ceiling, shall be coated with washable semi gloss paint. All newly installed exterior wood shall receive one (1) coat of primer within 48 hours of installation.

NOTE: All painting shall adequately cover surface painted - ADDITIONAL COATS MAY BE NEEDED TO MEET THIS REQUIREMENT.

- (1) Interior Painting-unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (2) Exterior Painting-unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (3) Porch Floors--unless otherwise specified in the Work Write-Up, painting shall include two (2) coats of quality exterior finish and deck enamel.
- (4) Concrete and Masonry--painting shall include one (1) primer coat and one (1) finish coat of latex based paint.
- (5) Metal--follow manufacturer's instructions for metal surface preparation. Prime metal with one (1) coat of metal primer, then finish painting with one (1) coat of Rustoleum. Kilrust, or approved equal.

90. INSULATION

When installation of insulation material is specified, batts or loose-filled material of any type certified for this purpose may be used. The installed material shall conform to conform to the F.B.C. and its Energy Efficiency requirements:

Minimum installed allowances as allowed by code are:

R-30 for Attic Insulation

R-19 for Wall Insulation (frame walls)

R-5 for Wall Block Wall Insulation (Double fur as necessary to increase)

These "R" values shall be certified in writing by the installing contractor.

91. FILL AND GRADING

a. No wood surfaces shall be closer than 8" to any soil. Fill material shall be clean and free of stones and debris with no wood scraps. It shall have reasonable moisture content when placed. Fill material placed against newly damp-proof surfaces shall be an appropriate sand-gravel mix for proper soil drainage. Fill material shall be carefully placed against walls and shall be well compacted. Fills having a depth in excess of 30" shall be placed in layers of 12" in thickness or less, and each layer shall be well

CC-2184-07/VFT Page 33 of 40

compacted. Where applicable, top 4" (3" under sod) shall be topsoil suitable to plant growth. Strip and stockpile topsoil that will be reused in the work.

b. Grading of yards and drainage away from building.

NOTE: Scheduling a yard to be graded does not necessarily imply that the pitch of the entire yard is to be changed. It usually means that various lump, depressions and irregularities are to be filled, and/or raked smooth to finish grade that insures proper drainage for the lot.

92. Eligible Energy Efficiency Improvements

The following energy efficiency improvements are eligible for funding to the extent that they meet individual program requirements and do not exceed maximum assistance levels:

Infiltration Control

- 1. Caulking
 - a. Window frames
 - b. Door frames to exterior or unconditioned areas
 - c. Sole and top plate when accessible only
- 2. Penetrations utility, hose bib, and other exterior or interior joints or cracks in the building envelop
- 3. Weather stripping
- 4. Threshold replacement/installation doorways to exterior or unconditioned areas
- 5. Exhaust vent damper installation
- 6. Fireplace install flue damper, glass door and outside combustion air intake

Insulation

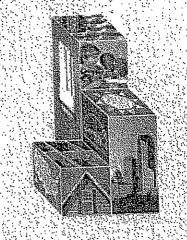
- 1. Ceiling increase to R 30
- 2. Exterior walls
 - a. Frame increase to R 11
 - b. Block increase to R 5
- Ductwork forced air heating and cooling in unconditioned areas increase to R 6
- 4. Water pipes (hot & supply) within 6 feet of water heater fittings

Heating & Cooling System

- 1. Maintenance service to heating or built in cooling system
- 2. Replace failed heating system with high efficiency unit
- 3. Thermostat replacement

Hot Water Conservation - installation of flow restricting device or shower head to limit flow to no more than 3 GPM

Work performed under this section shall meet the requirements of the State of Florida Energy Efficiency Code for Building Construction.



Buildings for the 21st Century

Buildings that are more energy efficient, comfortable, and affordable, that's the goal of DOE's Office of Building Technology State and Community Programs (BTS). To accelerate the development and wide application of energy efficiency measures, BTS:

> Gonducts RDD on technologies, and concepts for energy efficiency, working closely, with the building industry and with manufacturers of materials, equipment, and appliances

 Promotes energy/money saving opportunities to both huilders and buyers of homes and commercial buildings

 Works with State and local regulatory groups to improve: building codes, appliance standards, and guidelines for efficient energy use

 Provides support and grants to States and communities for deployment of energy efficient technologies and practices



CODES & MARDS

THE MODEL ENERGY CODE



What is the Model

Energy Code?

The Model Energy Code (MEC).

published and maintained by the

International Code Council (ICC)

Conservation Code" (IECC) as of

1998, contains energy efficiency

commercial buildings and additions

to existing buildings. It covers the

foundations; and the mechanical,

lighting, and power systems.

building's ceilings, walls, and floors/

What editions of the

MEC are available?

The MEC was first published in 1983,

with subsequent full editions published

in 1986, 1989, 1992, 1993, and 1995.

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The 1998 IECC is the successor to

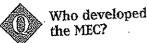
the 1995 MEC:

criteria for new residential and

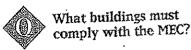
as the "International Energy

What edition of the MEC is enforced in my state?

A current list is available at www.energycodes.org. While some states have adopted the MEC without modifications, some states adopt one of the MEC editions with state-developed amendments. Still others adopt the MEC as recommended practice but have no state-wide requirement that all new construction use it.



The MEC was originally developed jointly (under the auspices of the Council of American Building Officials, CABO) by Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO), National Conference of States on Building Codes and Standards (NCSBCS), and Southern Building Code Congress International (SBCCI), under a contract funded by the U.S. Department of Energy.



The MEC applies to all new residential and commercial buildings, and additions to such buildings. *Residential buildings* are defined as detached one- and twofamily dwelling units (referred to as single-family buildings or Type A1 in

CC-2184-07/VFT Page 35 of 40 For more information about the DOE Office of Building Technology, State and Community Programs, contact

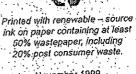
Energy Efficiency and Renewable Energy Clearinghouse (EREC) 1-800-DOE-3732 www.eren.doe.gov/buildings Codes and Standards Home Page: www.energycodes.org

For more infernation on MECcheck[™] contact: Stephen J. Turchen Phone: 202-586-6262 FAX: 202-586-6617 Email: Stephen Turchen@ee.dee.gov

The Model Energy Gode can be obtained from the International Code Council by calling 703-931-4533.

MECcheck™ materials can be ordered (rom DOE by calling 1-800-270-CODE or downloaded directly from the Web at www.energycodes.org/restd/ resid.htm

HOTLINE; 1-800-270-CODE (2633)



November 1999 DOE/GO-10099-934 the MEC). Multifamily buildings three stories or less in height above grade must also comply with the MEC. Multifamily buildings, such as apartments, townhouses, and rowhouses that have three or more attached dwelling units and are referred to as type A2 in the MEC. *Commercial buildings* are defined as all buildings other than residential type A1 or A2, plus those residential buildings that are four stories or more in height above grade.



What additions must comply with the MEC?

Additions to residential buildings must be heated and/or cooled for the MEC to apply. Additions that are not heated and/or cooled, such as an unconditioned garage, need not comply. Energy-using systems that serve the addition must also comply with the MEC. For example, all new ductwork to an addition from an existing heating system must be insulated and sealed in accordance with the code.



How do I demonstrate compliance with the MEC?

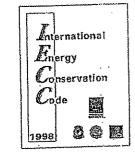
Commercial buildings must use ASHRAE Standard 90.1-1989 by reference, the 90.1 codified version, or Chapter 7 of the 1998 IECC. The U.S. Department of Energy has developed COMcheck-EZ™, a simple, prescriptive approach to demonstrating compliance with commercial energy codes. Methods for residential buildings include the use of a computerized building simulation tool to determine the energy use of the proposed design; a component-by-component approach that uses tables in the code appendix; and a whole building trade-off approach. The U.S. Department of Energy has developed a compliance tool set, MECcheck™, which makes it fast and easy for designers and builders to determine if new homes and additions OG existing harmes meet the MEC Peggiran Address

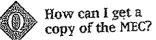


How are changes made to the MEC?

The MEC is revised on a regular cycle through an open public-hearing process sponsored by the ICC. Anyone. wanting to suggest a revision to the MEC can request a code change form, prepare a recommended change and substantiation, and participate in open public debate. For those who wish to suggest changes to the code, contact ICC at (703) 931-4533. All proposed changes are published and distributed for review prior to an open public hearing. Testimony for and against each change is heard, and a committee votes on a recommendation for each code change. The results of this first hearing are then published. Those wishing to have a proposed code change reconsidered and discussed at a second public hearing may submit a challenge to the committee's recommended action. Based on arguments at the second hearing, building officials could vote to overturn the committee's recommendation.

A new edition of the MEC (appearing every three years) or supplement to the previous edition (in years when a new edition does not appear) is published around the spring of each year.





Copies of the MEC are available from the model code organizations:

BOCA at (708) 799-2300 ICBO at (562) 699-0541 SBCCI at (205) 591-1853 This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at http://www.hud.gov/offices/cpd/affordablehousing/programs/home/energystar.cfm.



How to Promote ENERGY STAR through HOME

HUD encourages HOME PJs to incorporate ENERGY STAR qualified products and practices when conducting rehabilitation or constructing new housing.

Why choose ENERGY STAR?

- Lower utility bills
- Improve comfort
- Increase project value
- Reduce air pollution and improve the environment

HOME funds may be used to finance rehabilitation activities to meet local codes and, at the same time increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment. Energy auditing and home energy rating are also an eligible use of HOME funds.

New housing constructed with HOME funds must meet the HUD standard, which is the 1992 Model Energy Code, or higher standard adopted by the jurisdiction. But PJs are encouraged to build using ENERGY STAR specifications which are higher.

HOME-Funded Substantial Rehab and New Construction

There are two key ways to incorporate ENERGY STAR into your substantial rehab and new construction projects:

- Specify ENERGY STAR Qualified Products
- Adopt ENERGY STAR standards for building performance

HOME-Funded Moderate Rehab or Repairs

There are three key ways to incorporate ENERGY STAR when conducting moderate rehab or repair projects:

- Specify ENERGY STAR Qualified Products
- Conduct Home Sealing
- Follow recommendations for Energy-Efficient HVAC systems

Use ENERGY STAR procurement resources. A clear procurement policy is a key element in the project's financial soundness.

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> CC-2184-07/VFT Page 38 of 40

Features of an ENERGY STAR Qualified Home : ENERGY STAR

Features of an ENERGY STAR Qualified Home

SINGREYAN MARY MURAL ETED HOME

ENERGY STAR qualified homes are at least 15 percent more energy efficient than homes built to the 2004 International Residential Code (IRC).

Any home three stories or less can earn the ENERGY STAR label if it has been verified to meet EPA's guidelines for energy efficiency. This . includes site-constructed homes, attached or detached. homes, single or low-rise multifamily residential buildings, manufactured homes, systemsbuilt (e.g., SIP or modular) and log homes, existing homes, or retrofitted homes.

ENERGY STAR qualified

homes achieve energy savings through established, reliable building technologies. Builders work with Home Energy Raters to select from a number of features when planning and building homes.

1. Effective Insulation

Properly installed, climate-appropriate insulation in floors, walls, and attics ensures even temperatures throughout the house, less energy consumption, and increased comfort. Learn more about Properly Installed Insulation (149KB).

172)

2. High-Performance Windows

Energy-efficient windows employ advanced technologies, such as protective coatings and improved frame assemblies, to help keep heat in during winter and out during summer. These windows also block damaging ultraviolet sunlight that can discolor carpets and furnishings. Learn more about Qualified Windows (212KB). ñ?)

3. Tight Construction and Ducts

Sealing holes and cracks in the home's "envelope" and in duct systems helps reduce drafts, moisture, dust, pollen, and noise. A tightly sealed home improves comfort and indoor air quality while reducing utility bills. Learn more about Efficient Duct Systems

(163KB). B

4. Efficient Heating and Cooling Equipment

In addition to using less energy to operate, energy-efficient heating and cooling systems can be quieter, reduce indoor humidity, and improve the overall comfort of the home. Typically, energy-efficient equipment is also more durable and requires less maintenance



Features of an ENERGY STAR Qualified Home : ENERGY STAR

than standard models. Learn more about:

- Qualified Heating Equipment 🔀 (142KB)
- Qualified Cooling Equipment D (178KB)
- Mechanical Ventilation 🔀 (140KB)

5. Lighting and Appliances

ENERGY STAR qualified homes may also be equipped with ENERGY STAR qualified products — lighting fixtures, compact fluorescent bulbs, ventilation fans, and appliances, such as refrigerators, dish washers, and washing machines. These ENERGY STAR qualified products provide additional energy savings to the owner. Learn more about ENERGY STAR qualified products:

- Qualified Appliances 🖾 (153KB)
- Qualified Lighting 🕅 (170KB)
- Advanced Lighting Package (181KB)
- High Efficiency Water Heaters 🖾 (177KB)

6. Third-Party Verification

With the help of independent Home Energy Raters, ENERGY STAR builder partners choose the most appropriate energy-saving features for their homes. Additionally, raters conduct onsite testing and inspections to verify that the homes qualify as ENERGY STAR. Learn more about Independent Inspection and Testing [1] (182KB).

CC-2184-07/VFT Page 40 of 40

EXHIBIT E

HOUSING QUALITY, SITE AND NEIGHBORHOOD STANDARDS Seminole County HOME Program New Housing Construction

Housing Quality Standards

All newly constructed housing must meet these standards both at completion of construction, and throughout the assisted tenancy. Any variations from these standards may only be approved by the Community Services Department Director.

The Community Services Department Director will not approve any acceptability criteria variation if s/he believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

Sanitary facilities:

The dwelling unit must include sanitary facilities located within the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be private.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed washing basin in proper operating condition, with a sink trap and hot and cold running water.

The dwelling unit must have a shower or a bathtub in proper operating condition with hot and cold running water.

The sanitary sewer facilities must utilize an approved public or private disposal system (including a locally approvable on-site septic system).

Food preparation and refuse disposal: The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

Each dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the tenant.

In a shelter-type facility, each tenant household must have access to an oven and stove or range. A microwave oven may be substituted for an oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink and hot and cold running water. The sink must drain into an approvable public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food.

There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

Space and security:

The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Inoperable windows are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:

The dwelling unit must have and be capable of maintaining an acceptable thermal environment healthy for the human body. There must be a safe system for heating the dwelling unit and a safe cooling system. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment.

Illumination and electricity:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have a sufficient electrical source(s) so occupants can use essential electrical appliances. The electrical fixtures and wiring mist ensure safety from fire.

There must be at least one window in the living room and in each sleeping room.

The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

Each living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weatherproof.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

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The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, loose boards are unacceptable.

All elevators must be working and safe.

Interior air quality:

The dwelling unit must be free of pollutants in the air at levels that threaten. the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, radon, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply: The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Access performance requirement:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site:

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal <u>air</u> pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition: The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:

Except as provided in the next paragraph of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Site and neighborhood standards.

In addition to meeting the standards required above, the proposed sites for new housing construction must meet the following site and neighborhood standards:

(1) Be adequate in size, exposure and contour to accommodate the number and type of units proposed; adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(2) With respect to availability and cost of land and housing, be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, E.O. 11063, and HUD regulations issued pursuant thereto.

(3) With respect to availability and cost of land and housing, promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of lower income persons.

(4) Be accessible to social, recreational, educational, commercial, and health facilities and services, and other facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(5) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive. (While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.)

Neighborhood:

The neighborhood must not be one which is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

Except for new construction housing designed for elderly persons, travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.



CC-2184-07/VFT Page 4 of 4

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Professional Services: PS-1903-07/BLH Master Agreement for Continuing</u> <u>Professional Services for Landscape Architecture and Irrigation Design Services</u>

| DEPARTMENT: <u>Administrative Services</u> | DIVISION: Purchasing and Contracts | |
|---|---|-------------------------|
| AUTHORIZED BY: Frank Raymond | CONTACT: Lisa Riner | EXT: <u>7113</u> |

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-1903-07/BLH Master Agreement for Continuing Professional Services for Landscape Architecture and Irrigation Design Services to Miller Legg of Orlando, Florida and David Wickham and Associates, Inc. of Lake Mary, Florida (Estimated usage \$120,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

PS-1903-07/BLH will provide for Landscape Architecture and Irrigation Design Services for miscellaneous public projects to be identified throughout the year. Typical projects that require these services include, but are not limited to, roadway corridors, landscape and "hardscape" features, signage, walls, planters, decorative paving, lighting, etc., and building site work.

On August 28, 2007, the Board approved the ranking and authorized staff to negotiate with the top-ranked firms, Miller Legg of Orlando, Florida and David Wickham and Associates, Inc. of Lake Mary, Florida. The attached Award Agreements include the negotiated rates as Exhibit C. The terms of these Agreements provide for a base period of one (1) year, and may be renewed for an additional two (2) successive periods not to exceed one (1) year each.

Authorization for the performance of services by the Consultants under these Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. Staff estimates usage under these Agreements to be in the amount of \$120,000.00 per year. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and will be negotiated on an as-needed basis.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-1903-07/BLH Master Agreement for Continuing Professional Services for Landscape Architecture and Irrigation Design Services to Miller Legg of Orlando, Florida and David Wickham and Associates, Inc. of Lake Mary, Florida (Estimated usage \$120,000.00 per year).

ATTACHMENTS:

- 1. PS-1903-07/BLH Award Agreement with Miller Legg
- 2. PS-1903-07/BLH Award Agreement with David Wickham

Additionally Reviewed By:

County Attorney Review (Ann Colby)

CONTINUING PROFESSIONAL CONSULTANT SERVICES AGREEMENT (PS-1903-07/BLH) LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN

1 1 1

THIS AGREEMENT is made and entered into this _____ day of ______, 20____, by and between MILLER, LEGG & ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose address is 631 S. Orlando Avenue, Suite 200, Winter Park, Florida 32789, hereinafter called "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 called "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide continuing professional landscape architecture and irrigation design services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consultant services 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 CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT 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 and the solicitation package and any addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work 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 and, at the sole option of COUNTY, 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 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.

AUTHORIZATION FOR SERVICES. Authorization for SECTION 3. performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. 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. 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 CONSULTANT 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 CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for continuing professional consultant services for landscape architecture and irrigation design services.

SECTION 6. REIMBURSABLE EXPENSES. 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 "Notto-Exceed" or "Limitation of Funds," amount set forth in the Work Order. include actual expenditures made by Reimbursable expenses may its employees, or its professional associates in the CONSULTANT, interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

(c) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work

PS-1903-07/BLH Miller, Legg & Associates, Inc. Page 3 of 20

Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT 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, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT 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. CONSULTANT 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. CONSULTANT shall advise COUNTY whenever CONSULTANT 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, CONSULTANT 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 CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT 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 CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order 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, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT 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 CONSULTANT when requested as work progresses for services turnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, 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:

Seminole County Engineering Department 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773 (i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT 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 CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT 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 CONSULTANT. 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 CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT 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 CONSULTANT'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, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) accuracy, competence, methodology, accuracy, and the technical coordination of all of the following which are listed for illustration purposes and not as a limitation: provide cuments, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this CONSULTANT shall, without additional compensation, correct Aareement. 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT'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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, 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 CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY and 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT 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 CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT 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. CONSULTANT 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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) CONSULTANT 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) CONSULTANT 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 CONSULTANT causes or in any way promotes or

PS-1903-07/BLH Miller, Legg & Associates, Inc. Page 10 of 20

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 CONSULTANT, 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, CONSULTANT 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, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT 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

PS-1903-07/BLH Miller, Legg & Associates, Inc. Page 11 of 20

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 CONSULTANT, CONSULTANT 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.

The Certificate shall contain a statement that it is (2)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, CONSULTANT shall (at the option of notarized, statement from an authorized sworn COUNTY) submit а 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, CONSULTANT 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 CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement. (b) <u>INSURANCE COMPANY REQUIREMENTS</u>. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

If during the period which an insurance company is (3)insurance coverage required by this Agreement, an providing the insurance company shall: (i) lose is Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) <u>SPECIFICATIONS</u>. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT 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

PS-1903-07/BLH Miller, Legg & Associates, Inc. Page 13 of 20

subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT 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) CONSULTANT's insurance shall cover CONSULTANT 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. CONSULTANT 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 CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Elorida 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) CONSULTANT'S insurance shall cover CONSULTANT 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate

Personal & Advertising Injury Limit

\$1,000,000.00

\$1,000,000,00

Three (3) Times the

Each-Occurrence Limit

Each Occurrence Limit

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT 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 CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. 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) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY 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 with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT 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 protest procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest 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 CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT 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) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT 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 CONSULTANT 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 CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and

PS-1903-07/BLH Miller, Legg & Associates, Inc. Page 18 of 20

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 CONSULTANT.

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:

Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773

For CONSULTANT:

Miller, Legg & Associates, Inc. 631 S. Orlando Avenue, Suite 200 Winter Park, FL 32789

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:

MILLER, LEGG & ASSOCIATES, INC.

| DAN | Α. | TINTNER |
|------|------|---------|
| Seci | reta | ary |

By: DAVID L. JOHN President

(CORPORATE SEAL)

Date:

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

Ву:___

Date:____

CARLTON HENLEY, Chairman

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

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

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule



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EXHIBIT A

Scope of Consultant Services for Landscape Architecture and Irrigation Design

I. REQUIRED SERVICES

Provide high quality landscape architecture and irrigation system design services for Public Works projects in a timely cost effective manner. Coordinate and perform all work in accordance with F.D.O.T. Florida Highway Landscape Guide, the Florida Irrigation society, and Irrigation Association standards and specifications, accepted xeriscape practices and Seminole County requirements. Prepare and provide unambiguous contract bid documents suitable for project construction and a site evaluation report for constructed work.

II. QUALIFICATIONS

A) The Consultant's work shall be performed by a registered landscape architect or other licensed professionals that are experienced and proficient in the design of a Public Works landscape and irrigation system in accordance with accepted xeriscape practices and the standards and specifications of the Florida Irrigation Association.

B) The Consultant shall be Florida Department of Transportation (F.D.O.T.) pre-qualified in the landscape architecture design category.

EXHIBIT A

Scope of Consultant Services for Landscape Architecture and Irrigation Design

I. REQUIRED SERVICES

Provide high quality landscape architecture and irrigation system design services for Public Works projects in a timely cost effective manner. Coordinate and perform all work in accordance with F.D.O.T. Florida Highway Landscape Guide, the Florida Irrigation society, and Irrigation Association standards and specifications, accepted xeriscape practices and Seminole County requirements. Prepare and provide unambiguous contract bid documents suitable for project construction and a site evaluation report for constructed work.

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A)

The Consultant's work shall be performed by a registered landscape architect or other licensed professionals that are experienced and proficient in the design of a Public Works landscape and irrigation system in accordance with accepted xeriscape practices and the standards and specifications of the Florida Irrigation Association.

B)

The Consultant shall be Florida Department of Transportation (F.D.O.T.) pre-qualified in the landscape architecture design category.

PS-1903-07/BLH Master Agreement, Continuing Professional Services, Landscape Architecture and Irrigation Design Services

EXHIBIT "B"

| Board of County Commis SEMINOLE COUNTY, | |
|--|--|
| Contract Title: | Dated; |
| Consultant: Address: | |
| ATTACHMENTS TO THIS WORK ORDE [] drawings/plans/specifications [] scope of services [] special conditions [] | |
| this Agreement by the parties and sha | es to be provided by the CONSULTANT shall commence upon execution of all be completed within <u>"X" (days, months, years)</u> of the effective date of completion date may be grounds for Termination for Default. |
| | |
| Work Order Amount: | DOLLARS (\$ ereto have made and executed this Work Order on this day of |
| Work Order Amount: IN WITNESS WHEREOF, the parties he , 20, for the pur | DOLLARS (\$ ereto have made and executed this Work Order on this day of rposes stated herein. |
| Work Order Amount: IN WITNESS WHEREOF, the parties he , 20, for the pur | DOLLARS (\$ |
| Work Order Amount: IN WITNESS WHEREOF, the parties he , 20, for the pur | DOLLARS (\$ |
| Work Order Amount: | DOLLARS (\$ |
| Work Order Amount: IN WITNESS WHEREOF, the parties he , 20, for the pur ATTEST: (CORPORATE SEAL) | DOLLARS (\$ |
| Work Order Amount: IN WITNESS WHEREOF, the parties he , 20, for the pur ATTEST: (CORPORATE SEAL) ************************************ | DOLLARS (\$day of rposes stated hereinday of rposes stated hereinday of |

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 payment 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. 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.
 - (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.
- 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.

Work Order - Contracts, Rev 4/6/07

Page 2 of 2

| Ex | hi | bi | t | С |
|----|----|----|---|---|
| | | | | |

| Miller Legg 2007 Fee Schedule | | | | | | | | | | | |
|----------------------------------|-------------------|-------|-----------------------------|-----|---------------------------|----|----------------------|----------|---------------|----------------|------|
| Labor Category | Rav Hou Rat | ırly | Fringe and Overhead % | Ove | ige and erhead ount | Н | aded ourly ite | Profit % | ofit nount | Billir Rate | ~ |
| | | | | | | | | | | | |
| Principal | \$ | 61.88 | 62% | \$ | 100.25 | \$ | 162.13 | 15% | \$ 24.32 | \$18 | 6.44 |
| Senior Landscape Architect | \$ | 56.33 | 62% | \$ | 91.25 | \$ | 147.58 | 15% | \$ 22.14 | \$16 | 9.72 |
| Project Landscape Architect | \$ | 41.00 | 62% | \$ | 66.42 | \$ | 107.42 | 15% | \$ 16.11 | \$ 12 | 3.53 |
| Landscape Architect II | \$ | 29.09 | 62% | \$ | 47.13 | \$ | 76.22 | 15% | \$ 11.43 | \$8 | 7.65 |
| Landscape Designer II | \$ | 25.25 | 62% | \$ | 40.91 | \$ | 66.16 | 15% | \$ 9.92 | \$ 7 | 6.09 |
| Irrigation Designer I | \$ | 25.25 | 62% | \$ | 40.91 | \$ | 66.16 | 15% | \$ 9.92 | \$ 7 | 6.09 |
| Landscape Designer I | \$ | 21.21 | 62% | \$ | 34.37 | \$ | 55.58 | 15% | \$ 8.34 | \$6 | 3.92 |
| Technician | \$ | 15.92 | 62% | \$ | 25.79 | \$ | 41.71 | 15% | \$ 6.26 | \$ 4 | 7.97 |

PS-1903-07/BLH Master Agreement for Continuing Professional Services for Landscape Architecture and Irrigation Design Services Page 1 of 1

CONTINUING PROFESSIONAL CONSULTANT SERVICES AGREEMENT (PS-1903-07/BLH) LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN

THIS AGREEMENT is made and entered into this ______ day of ______, 20_____, by and between DAVID WICKHAM & ASSOCIATES, INC., duly authorized to conduct business in the State of Florida, whose address is 722 Powderhorn Circle, Lake Mary, Florida 32746-5113, hereinafter called "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 called "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide continuing professional landscape architecture and irrigation design services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consultant services 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 CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT 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 and the solicitation package and any addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work 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 and, at the sole option of COUNTY, 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 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.

Authorization for SECTION 3. AUTHORIZATION FOR SERVICES. performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto Each Work Order shall describe the services required, as Exhibit B. 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 CONSULTANT 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 CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for continuing professional consultant services for landscape architecture and irrigation design services.

SECTION 6. REIMBURSABLE EXPENSES. 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 "Notto-Exceed" or "Limitation of Funds," Tamount set forth in the Work Order. include expenditures Reimbursable expenses actual made by may CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

(c) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

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. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT 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, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT 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. CONSULTANT 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. CONSULTANT shall advise COUNTY whenever CONSULTANT 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, CONSULTANT 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 CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT 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 CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order 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, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT 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 CONSULTANT 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, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, 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:

Seminole County Engineering Department 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773 (i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT 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 CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT 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 CONSULTANT. 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 CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT 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 CONSULTANT'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, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

CONSULTANT shall be responsible for the professional quality, (a) accuracy, competence, methodology, accuracy, and the technical coordination of all of the following which are listed for illustration purposes and not as a limitation: vdgcuments, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this CONSULTANT shall, without additional compensation, correct Agreement. 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT'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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, 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 CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY and 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT 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 CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT 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. CONSULTANT 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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) CONSULTANT 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) CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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, CONSULTANT 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, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement. (b) <u>INSURANCE COMPANY REQUIREMENTS</u>. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3)If during the period which an insurance company is insurance coverage required by this Agreement, providing the an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT 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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) <u>SPECIFICATIONS</u>. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT 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 CONSULTANT 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) CONSULTANT'S insurance shall cover CONSULTANT 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. CONSULTANT 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 CONSULTANT 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) CONSULTANT's insurance shall cover CONSULTANT 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 CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate

Personal & Advertising Injury Limit ____\$1,000,000.00

\$1,000,000.00

Three (3) Times the Each-Occurrence Limit

Each Occurrence Limit

(3) <u>Professional Liability Insurance</u>. CONSULTANT shall
 carry professional liability insurance with limits of not less than ONE
 MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT 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 CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. 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) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY 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 with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT 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 protest procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest 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 CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT 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) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT 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 CONSULTANT 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 CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT.

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:

Engineering Division 520 W. Lake Mary Blvd., Suite 200 Sanford, FL 32773

For CONSULTANT:

David Wickham & Associates, Inc. 722 Powderhorn Circle Lake Mary, FL 32746-5113

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:

DAVID WICKHAM & ASSOCIATES, INC.

| CLAUDIA | WICKHAM |
|----------|---------|
| Vice-Pre | esident |

By: DAVID WICKHAM President

(CORPORATE SEAL)

| Date: | |
|-------|--|
| Date: | |

(County Signature Page Follows)

PS-1903-07/BLH David Wickham & Associates, Inc. Page 19 of 20 ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:__

CARLTON HENLEY, Chairman

Date:_____

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

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

For use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

Attachments: Exhibit A - Scope of Services Exhibit B - Sample Work Order Exhibit C - Rate Schedule

AEC:jjr 09/21/07 P:\Users\jroyal\Purchasing 2007\Agreements\PS-1903-07-Wickham&Associates.doc

EXHIBIT A

Scope of Consultant Services for Landscape Architecture and Irrigation Design

I. REQUIRED SERVICES

Provide high quality landscape architecture and irrigation system design services for Public Works projects in a timely cost effective manner. Coordinate and perform all work in accordance with F.D.O.T. Florida Highway Landscape Guide, the Florida Irrigation society, and Irrigation Association standards and specifications, accepted xeriscape practices and Seminole County requirements. Prepare and provide unambiguous contract bid documents suitable for project construction and a site evaluation report for constructed work.

II. QUALIFICATIONS

A)

The Consultant's work shall be performed by a registered landscape architect or other licensed professionals that are experienced and proficient in the design of a Public Works landscape and irrigation system in accordance with accepted xeriscape practices and the standards and specifications of the Florida Irrigation Association. The Consultant shall be Florida Department of Transportation

(F.D.O.T.) pre-qualified in the landscape architecture design

B)

category.

PS-1903-07/BLH Master Agreement, Continuing Professional Services, Landscape Architecture and Irrigation Design Services

EXHIBIT "B"

| Board of County Commissioners SEMINOLE COUNTY, FLORIDA | WORK ORDER Work Order Number: | | | |
|---|--|--|--|--|
| Contract Title: Project Title: | Dated; | | | |
| 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 | | | |
| this agreement. Failure to meet the completion date m | | | | |
| | | | | |
| | and executed this Work Order on this day of rein. | | | |
| IN WITNESS WHEREOF, the parties hereto have made, 20, for the purposes stated her | and executed this Work Order on this day of | | | |
| IN WITNESS WHEREOF, the parties hereto have made, 20, for the purposes stated her | and executed this Work Order on this day of rein. | | | |
| IN WITNESS WHEREOF, the parties hereto have made, 20, for the purposes stated her | and executed this Work Order on this day of rein. | | | |
| IN WITNESS WHEREOF, the parties hereto have made, 20, for the purposes stated her | and executed this Work Order on this day of rein. (THIS SECTION TO BE COMPLETED BY THE COUNTY). | | | |
| IN WITNESS WHEREOF, the parties hereto have made , 20, for the purposes stated her ATTEST: , Secretary (CORPORATE SEAL) | and executed this Work Order on this day of rein | | | |
| IN WITNESS WHEREOF, the parties hereto have made , 20, for the purposes stated her ATTEST: , Secretary (CORPORATE SEAL) ************************************ | and executed this Work Order on this day of eln. By: | | | |
| IN WITNESS WHEREOF, the parties hereto have made , 20, for the purposes stated her ATTEST: , Secretary (CORPORATE SEAL) ************************************ | and executed this Work Order on this day of eln. THIS SECTION TO BE COMPLETED BY THE COUNTY. By: | | | |
| IN WITNESS WHEREOF, the parties hereto have made , 20, for the purposes stated her ATTEST: , Secretary (CORPORATE SEAL) ************************************ | and executed this Work Order on this day of ein. | | | |

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 payment 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. 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.
 - (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.
- 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.

Work Order - Contracts, Rev 4/6/07

Page 2 of 2

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FEE SCHEDULE

| Labor Category | Raw Hourly Rate | Fringe and Overhead % | Fringe and Overhead Amount | Loaded Hourly Rate | Profit % | Profit Amount | Billing Rate |
|----------------------------|-----------------------|--------------------------|----------------------------------|--------------------------|-------------|------------------|-----------------|
| | ·. | | | | | 1.* | |
| Principal/ Sr. Designer | \$36.00 | 50% | \$54.00 | \$90.00 | 10% | \$9.00 | \$99.00* |
| Technician/ Drafter | \$27.00 | 50% | \$40.50 | \$67.50 | 10% | \$6.75 | \$74.25* |
| Secretary/ Typing | \$18.00 | 50% | \$27.00 | \$45.00 | 10% | \$4.50 | \$49.50* |
| | | | | | | | •• |
| | | | | | | | |

* David Wickham & Associates, Inc. will hold to these/this Fee Schedule billing rate(s) for the first year of the master agreement (PS-1903-07/BLH), and, throughout the additional two years of this agreement.

۰,

PS-1903-07/BLH Master Agreement, Continuing Professional Services, Landscape Architecture and Irrigation Design Services Exhibit C - Page 1 of 1

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Professional Services - PS-2051-07/BHJ - Continuing Professional Lake</u> <u>Management Services</u>

| DEPARTMENT: Administrative Services | DIVISION: Purchasing and Contracts | | | |
|--|------------------------------------|------------------|--|--|
| AUTHORIZED BY: Frank Raymond | CONTACT: Bill Johnson | EXT: <u>7128</u> | | |

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-2051-07/BHJ – Continuing Professional Lake Management Services with Environmental Research and Design, Inc. of Orlando, FL (Estimated Usage Not To Exceed \$499,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

PS-2051-07/BHJ will provide professional services for the Seminole County Lake Management Program (SCLMP) related to lake management and water quality services.

On August 14, 2007, the Board approved the ranking and authorized staff to negotiate with Environmental Research and Design, Inc. of Orlando, Florida, the top ranked firm. The Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement provides a base period of five (5) years, and may be renewed for an additional three (3) successive periods not to exceed one (1) year each.

Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued, executed by the County, and signed by the Consultant. Staff estimates usage of services under this Agreement Not-To-Exceed \$499,000.00 per year. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-2051-07/BHJ – Continuing Professional Lake Management Services with Environmental Research and Design, Inc. of Orlando, FL (Estimated Usage Not To Exceed \$499,000.00 per year).

ATTACHMENTS:

1. PS-2051-07/BHJ - Award Agreement to Environmental Research & Design, Inc.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

CONTINUING PROFESSIONAL LAKE MANAGEMENT SERVICES AGREEMENT (PS-2051-07/BHJ)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between ENVIRONMENTAL RESEARCH & DESIGN, INC., duly authorized to conduct business in the State of Florida, whose address is 3419 Trentwood Boulevard, Suite 102, Orlando, Florida 32812, hereinafter called "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 called "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide professional lake management services on a continuing basis in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish professional lake management services on a continuing basis 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 CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT 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. This Agreement standing alone does not authorize the performance of any work 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 five (5) year and, at the option of the parties, 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 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.

AUTHORIZATION FOR SERVICES. Authorization for per-SECTION 3. formance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto Each Work Order shall describe the services required, as Exhibit B. 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 CONSULTANT 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 CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 2 of 19
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a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES. 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 "Notto-Exceed" or "Limitation of Funds" amount set forth in the Work Order. include actual expenditures Reimbursable expenses may made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

(c) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

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. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT 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, CONSULTANT shall perform

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 3 of 19
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all work required by the Work Order, but in no event shall CONSULTANT 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. CONSULTANT 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. CONSULTANT shall advise COUNTY whenever CONSULTANT 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, CONSULTANT 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 CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT 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 CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order 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

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 4 of 19
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portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT 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 CONSULTANT 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, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, 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:

Public Works 520 W. Lake Mary Blvd., #200 Sanford, FL 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT 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 CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records

of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT 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 CONSULTANT. 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 CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions

(d) CONSULTANT 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 CONSULT-ANT'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, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT 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 CONSULTANT under this Agreement. CONSULTANT 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 CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT'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 CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, 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 CONSULTANT to fulfill its Agreement obligations. Upon receipt of such

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 7 of 19
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notice, CONSULTANT 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 CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT 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, CONSULTANT 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.

dué to the failure of CONSULTANT to If the termination is (c)fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT 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 CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT 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. CONSULTANT 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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) CONSULTANT 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) CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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, CONSULTANT 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, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT 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 CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.

CONSULTANT shall furnish COUNTY with a Certificate of (1)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 COUNTY, its officials, officers, and employees shall be Liability). 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 CONSULTANT, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) <u>INSURANCE COMPANY REQUIREMENTS</u>. 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 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(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 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 12 of 19
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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 CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) <u>SPECIFICATIONS</u>. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT 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 CONSULTANT 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) CONSULTANT'S insurance shall cover CONSULTANT 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. CONSULTANT 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 CONSULTANT 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

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 13 of 19
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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) CONSULTANT'S insurance shall cover CONSULTANT 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 CONSULTANT (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) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) <u>COVERAGE</u>. The insurance provided by CONSULTANT 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 CONSULTANT.

(e) <u>OCCURRENCE BASIS</u>. 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) <u>OBLIGATIONS</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONSULTANT 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 protest procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.

(c) In the event that COUNTY protest 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

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PS-2051-07/BHJ
Environmental Research & Design, Inc.
Page 15 of 19
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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 CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT 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) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT 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 CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT 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 CONSULTANT 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 CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT.

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:

Public Works 520 W. Lake Mary Blvd., #200 Sanford, FL 32773

For CONSULTANT:

Environmental Research & Design, Inc. 3419 Trentwood Blvd., Ste. 102 Orlando, FL 32812

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.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ENVIRONMENTAL RESEARCH & DESIGN, ATTEST: INC.

| | By: |
|---|---|
| WENDY W. HARPER, Secretary | HARVEY H. HARPER, III, President |
| (CORPORATE SEAL) | Date: |
| ATTEST: | BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA |
| | Ву: |
| MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. | CARLTON HENLEY, Chairman Date: |
| For 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

Attachments: Exhibit "A" - Scope of Services Exhibit "B" - Sample Work Order Exhibit "C" - Rate Schedule

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SEMINOLE COUNTY CO. G PROFESSIONAL LAKE MANAGEM SERVICES

EXHIBIT A: SCOPE OF SERVICES

Introduction

This Scope of Services outlines potential work efforts to be performed by consultants for the Seminole County Lake Management Program (SCLMP) related to lake management and water quality services. Details of potential projects and services are outlined below.

Potential Work Efforts

- 1. **Development of Hydrologic and Nutrient Budgets**: As directed by SCLMP, consultants will perform all engineering, field, and laboratory services necessary to develop nutrient and hydrologic budgets for selected lakes. Evaluation of hydrologic inputs and losses may be performed for direct precipitation, stormwater runoff, shallow groundwater seepage, deep groundwater recharge, flow between interconnected lakes, evaporation, and any other potential inputs or losses which may affect the evaluated lake. These hydrologic inputs and losses may be evaluated directly using field measurements and studies or may be estimated based upon accepted modeling or other types of evaluation techniques. Evaluation of nutrient/pollutant budgets may include inputs and losses from bulk precipitation, groundwater seepage, deep groundwater, runoff inputs, internal recycling, flow between interconnected lakes, and any other significant nutrient/pollutant inputs or losses. The inputs and losses may be evaluated based upon field measurements or using professionally accepted evaluation techniques.
- 2. **BMP Evaluations:** Consultants may perform field or desktop evaluations of the performance efficiency of selected BMPs. These evaluations may include a review of the engineering details of the BMP to be evaluated; set-up and maintenance of stormwater collection and hydrologic monitoring equipment; installation and monitoring of shallow groundwater wells; collection and analysis of water, sediment, or soil samples; data evaluation; literature reviews; evaluation of new products, and other types of information necessary to assist in establishing the performance efficiency of the selected BMP.
- 3. <u>Nutrient Analysis</u>: Consultants may perform evaluations of nutrient loadings from identified sources, including collection of precipitation, groundwater, surface water, stormwater, baseflow, sediment, or soil samples, and associated laboratory analyses to achieve the study objectives.
- 4. Estimation of Loadings: Consultants may perform both field and desktop studies to estimate nutrient and pollutant loadings generated by identified land use types or areas. Field evaluations may be performed which would include set-up and monitoring of collection equipment, collection of hydrologic data, and laboratory analyses for selected parameters. Desktop studies may also be performed to estimate loadings using

professionally acceptable modeling and evaluation techniques.

- 5. Land Use Analysis: Consultants may perform evaluations related to the analysis of various land use types and associated nutrient and pollutant loadings. These evaluations and analyses may be based upon field monitoring or desktop studies.
- 6. **Expert Testimony:** At the request of SCLMP, consultants will provide expert testimony related to any of the potential activities outlined in this Scope of Work.
- 7. **Sampling**: At the request of SCLMP, consultants will perform sampling services related to collection and analysis of surface water samples, stormwater samples, baseflow samples, groundwater seepage, sediment samples, soils, shallow groundwater, benthic macroinvertebrates, zooplankton, algae, aquatic macrophytes, bacteria, bulk precipitation, and other sampling activities as directed by SCLMP. These sampling activities may include installation and monitoring of field equipment and subsequent laboratory analyses for selected parameters.
- 8. Limnology/Limnological Investigations: As directed by SCLMP, consultants will perform limnological investigations to address specific issues related to aquatic ecosystems or for purposes of routine data collection. These investigations may include collection and analysis of water samples, sediments, soils, shallow groundwater, groundwater seepage, benthic macroinvertebrates, algae, bacteria, zooplankton, or other parameters as directed by SCLMP. Work efforts performed will include field collection activities, set-up and maintenance of appropriate monitoring equipment, collection of in-situ data using submersible water quality monitors, Secchi disk measurements, measurement of photosynthetic active radiation (PAR), flow monitoring, development of water quality or predictive models, and any other measurements necessary to accomplish the goals of the study.
- 9. Wetland Restoration: Consultants will perform evaluations related to wetland restoration with respect to water quality improvements. These services may include evaluation and establishment of hydroperiods for wetlands, collection and analysis of field samples, evaluation of wetland hydrology, and nutrient dynamics within wetlands.
- 10. **Designs of BMPs**: Consultants may provide services related to the conceptual and final design for BMPs to achieve specified water quality goals. The BMPs will be selected based upon site conditions, nutrients/pollutants of concern, and anticipated performance efficiency. Design phase services may also include bidding assistance and construction observation and management.
- 11. <u>Mapping Services</u>: As directed by SCLMP, consultants may perform mapping services related to establishment of vegetative communities within lakes, bathymetric maps, sediment or muck depth bathymetry, mapping and delineation of watersheds and sub-basins, identification and mapping of land use within watersheds, mapping of soil types, wetland areas, and other mapping services as directed by SCLMP.
- 12. <u>Develop Water Quality Models</u>: Consultants may develop lake water quality or predictive models to evaluate lake response to nutrient/pollutant inputs or evaluate water quality

response to proposed BMPs.

- 13. **GIS Services:** As directed by SCLMP, consultants may provide GIS services related to lake and watershed management projects. These services may include mapping and delineation of watersheds, delineation of municipal jurisdictions and associated cost-share contribution, characterization of soils, land use, vegetation types, topography, and other GIS services as directed by SCLMP.
- 14. **Development of Management Plans**: Consultants may develop lake and watershed management plans to achieve specific water quality goals. These management plans may address the existing nutrient/pollutant sources impacting water quality and provide recommendations for activities for both structural and non-structural activities to improve water quality characteristics.
- 15. **Nutrient Abatement Services:** Consultants may provide nutrient abatement services as requested by SCLMP which may include evaluation of sediment recycling, evaluation of groundwater seepage, determination of chemical requirements for sediment inactivation, application of liquid alum or other coagulants to achieve nutrient inactivation or abatement, and other services as directed by SCLMP.
- 16. **Data Analysis:** Consultants may perform data analysis on data sets generated by consultant or provided by SCLMP. These services will include establishment of an appropriate database, statistical evaluations of the data, trend analyses, analysis of variance, simple descriptive statistics, nonparametric statistics, generation of both tabular and graphical data formats, and generation of conclusions regarding the data.
- 17. **Report Preparation**: Consultants may provide both draft and final reports related to any activities performed during the Scope of Services.
- 18. **Public Presentations:** As directed by SCLMP, consultants may provide public presentations of the results of work efforts assigned by SCLMP. These public presentations may be to homeowners groups, stakeholders, governmental agencies, the Seminole County Board of County Commissioners, or other forum designated by SCLMP.
- 19. Conduct Investigations for NPDES and TMDL Requirements: As directed by SCLMP, consultants may conduct field investigations, identify stormsewer and watershed delineations, perform data review, conduct pollutant loading calculations, develop water quality models, and other services necessary to support NPDES and TMDL requirements.
- 20. Lake Restoration Activities: As directed by SCLMP, consultants may conduct restoration activities including but not limited to dredging, aquatic plant harvesting etc. within a designated waterbody. These restoration activities may be conducted using a SCLM approved sub-contractor, with the consultant providing oversight.
- 21. **Project Management Services:** Consultant shall coordinate and schedule all activities on the behalf of SCLMP to provide various project management activities related to in-lake restorations. Project management includes but is not limited to obtaining necessary support documents and permits (dredge, herbicide, grass carp, ERPs, etc.) on the behalf

of the SCLMP, scheduling public meeting(s) to disseminate the SCLMP's recommendations to the lakefront residents, coordination/scheduling with SCLMP vendors on all contracted lake restoration activities (mechanical, herbicidal, etc.), schedule and perform site inspection/supervision of contracted work. Close coordination shall include but not limit to the following: Seminole County MSBU Program, Seminole County Subdivision Rehabilitation Program, lake resident associations, and Florida Department of Environmental Protection Bureau of Aquatic Plant Management. Consultant may provide any additional services requested by the SCLMP that are related to the SCLMP and/or Water Quality Program.

| Board of County Commissioners SEMINOLE COUNTY, FLORID | A Work Order Number: |
|---|---|
| Master Agreement No.: Contract Title: Project Title: | Dated: |
| 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 |
| TIME FOR COMPLETION: The services to be provide this Agreement by the parties and shall be complete this agreement. Failure to meet the completion date | ed by the CONSULTANT shall commence upon execution of ed within <u>"X" (days, months, years)</u> of the effective date of e may be grounds for Termination for Default. |
| Work Order Amount: | DOLLARS (\$) |
| IN WITNESS WHEREOF, the parties hereto have ma | Ide and executed this Work Order on this day of herein. |
| ATTEST: | |
| , Secretary | By:, President |
| (CORPORATE SEAL) | Date: |
| ****** | ************************************** |
| WITNESSES: | |
| | Bv: |
| (Procurement Analyst) | By: Robert L. Hunter, Procurement Supervisor |
| (Procurement Analyst) | Date: As authorized by Section 8.153 Seminole County Administrative Code. |
| OC # | ON # |
| Work Order - Contracts, Rev 4/6/07 | Page 1 of 2 |

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 payment 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. 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.
 - (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.
- 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.

EXHIBIT C



ENVIRONMENTAL RESEARCH & DESIGN, INC.

ENGINEERING SCIENCE CHEMISTRY RESEARCH 3419 TRENTWOOD BLVD. SUITE 102 ORLANDO, FL 32812 TELEPHONE: 407-855-9465 FAX: 407-826-0419

ERD Hourly Rate Fee Schedule (Year 1)

| Labor Category | Raw Rate (\$/hr) | Overhead (%) | Overhead (\$) | Loaded Rate (\$) | Profit (%) | Profit (\$) | Billing Rate (\$/hr) |
|-------------------------|------------------------|-----------------|------------------|------------------------|---------------|----------------|----------------------------|
| Project Director | 51.15 | 60 | 81.84 | 132.99 | 11 | 14.63 | 147.62 |
| Project Manager | 46.73 | 60 | 74.77 | 121.50 | 11 | 13.36 | 134.86 |
| Senior Project Engineer | 31.97 | 60 | 51.15 | 83.12 | 11 | 9.14 | 92.26 |
| Draftsman/Designer | 20.47 | 60 | 32.75 | 53.22 | 11 | 5.85 | 59.08 |
| Lab Director | 25.10 | 60 | 40.17 | 65.27 | 11 | 7.18 | 72.45 |
| Assistant Lab Director | 18.75 | 60 | 30.00 | 48.75 | 11 | 5.36 | 54.12 |
| Limnologist | 19.95 | 60 | 31.92 | 51.87 | 11 | 5.71 | 57.57 |
| Field Technician | 17.39 | 60 | 27.83 | 45.22 | 11 | 4.97 | 50.19 |
| Field Supervisor | 18.67 | 60 | 29.87 | 48.54 | 11 | 5.34 | 53.88 |
| Chemist | 18.39 | 60 | 29.43 | 47.82 | 11 | 5.26 | 53.08 |
| Lab Technician | 15.35 | 60 | 24.55 | 39.90 | 11 | 4.39 | 44.29 |
| Clerical | 15.86 | 60 | 25.37 | 41.23 | 11 | 4.53 | 45.76 |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Renewal to 25th Street (SR 46A) MVI Station Lease (Ahoy Marine)

DEPARTMENT: Administrative Services DIVISION: Support Services

AUTHORIZED BY: Frank RaymondCONTACT: Lorraine HajeskiEXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Renewal to 25th Street (SR 46A) MVI Station Lease (Ahoy Marine).

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

In November 1985, the Board of County Commissioners (BCC) approved a five year lease of the 1.2 acre parcel number 06-20-31-502-0300-0010 (the 25th Street MVI Station in Sanford) to Ahoy Marine, Inc. The BCC renewed the lease for an additional five year term in 1990. In 1991, the BCC added a .5 acre parcel, parcel number 06-20-31-502-0100-0300, located across the street from the west side of the leased property. The BCC renewed the lease for an additional five year term in October 1995, and in December 2000. In November 2005, the lease was renewed for one year and expired December 31, 2006. A fifth amendment and one-year renewal was approved in December 2006, with the option of four additional one-year renewals. (See attachment.)

The year two renewal begins January 1, 2008 and ends December 31, 2008. Annual payment is \$21,551 (\$7.21/sq. foot), a 3% increase, for parcel 06-20-31-502-0300-0010; and \$2,750, a 10% increase, for the vacant parcel 06-20-31-502-0100-0300.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the renewal to the lease for Ahoy Marine.

ATTACHMENTS:

- 1. Agreement
- 2. Lease Renewal: Ahoy Marine

Additionally Reviewed By:

County Attorney Review (Ann Colby)

RENEWAL AND FIFTH AMENDMENT TO 25TH STREET (SR 46A) MVI STATION LEASE

WITNESSETH:

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Lease on November 26, 1985, as amended on September 1, 1991, November 30, 1995, December 12, 2000, and November 17, 2005, for lease of certain property; and

WHEREAS, the parties desire to renew and amend 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 one (1) year from January 1, 2007 through December 31, 2007, unless terminated sooner as provided for therein and may, at the option of the parties be renewed for four (4) additional one-year terms.

2. **AMENDMENT.** The TENANT shall pay to the LANDLORD as rent for the renewal term beginning January 1, 2007 and ending December 31, 2007, and for any additional one-year terms, the following:

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

DEPUTY CLERK

1

(a) January 1, 2007 through December 31, 2007

Lot 1, including building @ \$7.00/sq. ft. = \$20,923.00 Lot 30: \$2,500.00 Total: \$23,423.00

(b) January 1, 2008 through December 31, 2008

Lot 1, including building @ \$7.21/sq. ft. = \$21,551.00 Lot 30: \$2,750.00 TOTAL: \$24,301.00

(c) January 1, 2009 through December 31, 2009

Lot 1, including building @ \$7.43/sq. ft. = \$22,208.00 Lot 30: \$3,025.00 TOTAL: \$25,233.00

(d) January 1, 2010 through December 31, 2010

Lot 1, including building @ \$7.65/sq. ft. = \$22,866.00 Lot 30: \$3,327.50 TOTAL: \$26,193.50

(e) January 1, 2011 through December 31, 2011

Lot 1, including building @ \$7.88/sq. ft. = \$23,553.00 Lot 30: \$3,660.00 TOTAL: \$27,213.00

3. Except as herein modified, all terms and conditions of the Lease, as amended, shall remain in full force and effect for the term of this Renewal/Amendment, as originally set forth in said Lease.

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

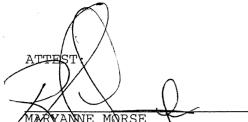
ATTEST:

AHOY MARINE, INC.

STEVE E. MEADORS, Secretary

BV: STEVE E. MEADORS, President 11/16/2006 Date:

(CORPORATE SEAL)



٠.

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, PLORIDA By Auton June

CARLTON HENLEY, Chairman

Date: 12-13-06

As authorized for execution by the Board of County Commissioners at their $\underline{Dec.}$ /2,20<u>06</u> regular meeting.

P:\Users\lkennedy\MYDOCS.Administrative Services\MVI Station Lease Renewal-5th Amd.doc AC/jjr 11/13/06

RENEWAL TO 25TH STREET (SR 46A) MVI STATION LEASE

THIS LEASE RENEWAL is made and entered into this _____ day of ______, 2007, and is to that certain Lease made and entered into on November 26, 1985, and amended September 1, 1991, November 30, 1995, December 12, 2000, and November 17, 2005, between AHOY MARINE, INC., whose address is 511 E. 25th Street, Sanford, Florida 32773, hereinafter referred to as "TENANT," 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 "LANDLORD".

WITNESSETH:

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Lease on November 26, 1985, as amended on September 1, 1991, November 30, 1995, December 12, 2000, and November 17, 2005, for lease of certain property; and

WHEREAS, the parties desire to renew and amend 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 one (1) year from January 1, 2008 through December 31, 2008, unless terminated sooner as provided for therein and may, at the option of the parties be renewed for three (3) additional one-year terms.

2. As previously specified in the Fifth Amendment to this Agreement, TENANT shall pay to the LANDLORD for this rental term the following:

(a) Lot 1, including building: \$21,551.00

(b) Lot 30: \$2,750.00

Total: \$24,301.00

3. Except as herein modified, all terms and conditions of the Lease, as amended, shall remain in full force and effect for the term of this Renewal/Amendment, as originally set forth in said Lease.

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

ATTEST:

AHOY MARINE, INC.

, Secretary

By:______STEVE E. MEADORS, President

Date:____

(CORPORATE SEAL)

MARYANNE MORSE

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:_

Date:

CARLTON HENLEY, Chairman

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

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

County Attorney

AEC/jjr 08/07/07; 9/11/07 P:\Users\jroyal\Administrative Services\MVI Station Lease Renewal-2008.doc

Item # 17

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Rename Wynn Road to Darlington Lane

| DEPARTMENT: Business Innovation Technology Services | DIVISION: Business Development |
|--|--|
| AUTHORIZED BY: Colleen Rotella, John Tay | or CONTACT: <u>Amy Curtis</u> EXT: <u>7426</u> |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached resolution renaming Wynn Road in the Jamestown subdivision to Darlington Lane.

District 1 Bob Dallari

Amy Curtis

BACKGROUND:

In order to eliminate a duplicate street name, improve emergency vehicle response time and assist the general public in locating residences, the E 9-1-1 Addressing Committee recommended renaming Wynn Road. Historically, the platted right of way was not open to vehicular traffic. However, a building permit was recently issued to construct a single family residence and as a result, Wynn Road has been opened.

Property owners abutting Wynn Road were notified of the County's intent to change the name of the street and were requested to participate in the renaming process. To date, of the 7 notices sent, staff received 1 response against the renaming.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the resolution renaming Wynn Road in the Jamestown subdivision to Darlington Lane.

ATTACHMENTS:

- 1. Location Map
- 2. Response from Property Owner
- 3. PB9 PG73
- 4. Resolution

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

W MIKLER RD WSRAZO WALKER RD YAMATES DR WALKER RD SOUTHER SECURITY AVE WALKER RD \diamond ALOMA WOODS BLVD WYNN RD 2

WYNN RD STREET NAME CHANGE

JULY 5,2007

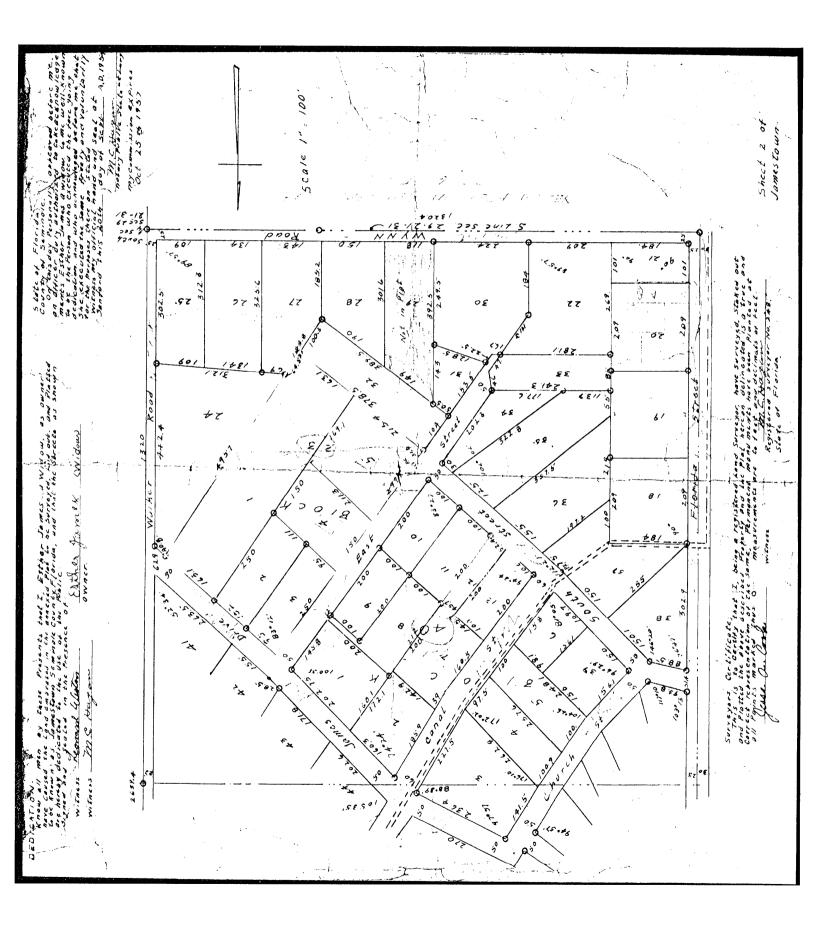
HOWARD L.GLOVER 603 VERN DRIVE ORLANDO, FL 32805

DEAR AMY CURTIS:

I FEEL THAT THE NAME CHANGE OF WYNN ROAD SHOULD BE BASED ON WHICH STREET HAS HAD THE NAME WYNN ROAD THE LONGEST. I'M AGAINST THE NAME CHANGE OF WYNN ROAD LOCATED IN JAMES TOWN, SEMINOLE COUNTY, FL.

SINCERLY, Howard L. Hlover CELL PHONE: 321-229-6878

4



RESOLUTION NO. 2007-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF, OCTOBER 9, 2007

WHEREAS, under the authority contained in Section 336.05 (1) and 336.05 (2), Florida Statutes, the Board of County Commissioners may name and rename streets and roads; and

WHEREAS, a request has been received to rename Wynn Road to Darlington Lane within the recorded plat of Jamestown, Plat Book 9 Page 72 abutting lots 25A, 25, 26, 27, 28, 29, 30, 22 & 21, Public Records of Seminole County, Florida; and

WHEREAS, renaming this street segment will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County; and

WHEREAS, this change is consistent with overall County plans for street renaming, addressing and the 911 system,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONSERS OF SEMINOLE COUNTY, FLORIDA, that effective, OCTOBER 9, 2007, the street is renamed as follows:

WYNN ROAD To DARLINGTON LANE

Adopted this 9th day of OCTOBER, 2007.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY CHAIRMAN

ATTEST:

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

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: CSBG Advisory Board Appointments

| DEPARTMENT: Community Services | DIVISION: Community Assistance |
|--------------------------------|---------------------------------------|
| | |

AUTHORIZED BY: David MedleyCONTACT: Kelly MetcalfEXT: 2319

MOTION/RECOMMENDATION:

Appoint Valarie Ford as a Target Area representative, and Workforce Central Florida as a Private Sector representative to serve on the Community Service Block Grant Advisory Board.

County-wide

Kelly Metcalf

BACKGROUND:

Community Services Block Grant (CSBG) funding has been granted to Seminole County since 1987-1988. The acceptance and use of CSBG funds require a Board of Directors which is comprised of the following:

a. One-third (1/3) of the members of the Board as elected officials currently holding office (or their representative);

b. One-third (1/3) of the members as persons chosen in accordance with the demographic selection procedures (Town Meetings) to assure representation from target areas;

c. One- third (1/3) of the Board as representatives from the private sector, officials or members of business, labor, industry, religious or other major groups in the community. This Advisory Board meets quarterly to review the progress of the CSBG Program and to assist staff in planning program activities.

Staff is requesting the Board of County of Commissioners to approve appointments to fill two vacancies:

a. Target Area Representative (2 year renewable term): Appointment of <u>Valarie Ford</u> to represent the Target Area of E. Altamonte area, for the term: October 9, 2007-October 9, 2009. Ms. Ford was elected by her community on August 9, 2007, to fill the vacancy.

b. Private Official (5 year renewable term): The CSBG Advisory Board received letters from three agencies requesting consideration for appointment. They were The Christian Sharing Center, Goodwill Industries and Workforce of Central Florida. The CSBG Advisory Board is recommending the appointment of The Workforce of Central Florida to serve as a Private Sector representative. The term of this appointment shall be October 9, 2007-October 26, 2012.

STAFF RECOMMENDATION:

Staff recommends the Board appoint Valarie Ford as a Target Area representative, and The Workforce of Central Florida as a Private Sector representative to serve on the Community Service Block Grant Advisory Board.

ATTACHMENTS:

- 1. Notify Letter
- 2. Notice of Interest from Workforce of Central Florida
- 3. Valarie Ford Appointment Information

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

The Sharing Center 600 N Hwy 17-92 / Ste. 158 Longwood, FL 32750-36378 407-260-9155 Tel 407-332-0535 Fax www.thesharingcenter.org



August 30, 2007

Mrs. Kelly Bowles Seminole County Program Manager 534 West Lake Mary Blvd. Sanford, Florida 32773

Dear Kelly,

For the past twenty years The Sharing Center has been serving the needs of the working poor and underprivileged in Seminole County. As a service provider our organization helps families to improve their living conditions and meet their goal to become self-sufficient by providing material assistance in the form of food, clothing and financial assistance for rent, utilities, prescriptions and gas vouchers.

We believe in community partnerships to strengthen the support that we can offer and give us the knowledge needed to assist our families. The Sharing Center would be very interested in having a representative to the CSBG Advisory Council. Our input could provide valuable information for the council and the community.

Thank you for considering The Sharing Center for this position.

Sincerely, *Ingie* Angie Romagosa President

> Community Champions of the Year By Seminole County Regional Chamber of Commerce



RECEIVED

AUG 3 0 2007

COMMUNITY

ASSISTANCE

Building Lives That Work.

Administration Phone: 407-857-0668 Fax: 407-851-8180 Privacy Fax: 807-235-1530 Romin@geochwilet.org

Employment & Training Phone: 407-235-1500 Fax: 407-235-1520 Privacy Raid: 407-235-1525 service:Regoodwillottarg

Retell

Phone: 407-857-0559 Fax: 407-498-5148 retall@goodwillof.org August 29, 2007

Seminole County Community Assistance 534 W. Lake Mary Boulevard Sanford, FL 32773

To Whom It May Concern,

I am writing this letter to express Goodwill Industries' interest in appointing a member to serve on Seminole County's Community Services Advisory Board. Goodwill Industries has had a long history of serving Central Florida Communities. Since 1959, Goodwill Industries of Central Florida has worked to forge community partnerships to provide services to people with disabilities and special needs in Orange, Seminole, Osceola, Brevard, Lake and Volusia counties. The process is simple: goods donated to us by the community are sold in our stores, and we use the income to pay for employability programs and services which we provide to people in the community.

The mission of Goodwill Industries of Central Florida, Inc., is to provide opportunities to people with disabilities and disadvantaging conditions so that they may overcome barriers to employment, reach a higher level of independence and improve their lives. This mission is a natural fit for Seminole County's Community Services Bock Grant Self Sufficiency Program since both our organizations work to remove the barriers that prevent people with lower incomes from being self-sufficient.

We believe our Goodwill Industries' participation on the CSBG Advisory Board would provide the opportunity for long term collaboration with other agencies in Seminole County and would only strengthen the services we provide to Seminole County residents.

Sincerely,

Linda K. Rimmer, CRC Vice President

Vocational & Community

Metcalf, Kelly

From: Brenda Chrisman [Brenda@wcfla.com]

Sent: Friday, August 31, 2007 1:39 PM

To: Metcalf, Kelly

Subject: Board Recommendations - Workforce Central Florida

Good afternoon Kelly – thank you for the opportunity to allow Workforce Central Florida to serve on the Seminole County Community Service Block Grant Advisory Board.

As the Region's Workforce Expert, one of Workforce Central Florida's goals is to assist individuals with becoming gainfully employed and self-sufficient. We look forward to expanding our partnership to serve and assist in finding ways to help the citizens of Seminole County.

Brenda Chrisman WORKFOFRCE CENTRAL FLROIDA Vice President of Customer Service 1097 Sand Pond Road, Suite 1009 Lake Mary, FL 32746 (407) 531-1222, ext 2094 Brenda@wcfla.com

| | | | nole County Government - Flor | Page I |
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| | SEMI | NOLE COL | NTY | |
| | APPOINTM | ENT INFORMAT | ION FORM | |
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| | | rint the application in black in an, Board of County Commissic County Services Building 1101 East First Street Sanford, FL 32771 | | |
| | | Gamora, TE GZTTT | | |
| NOTE: | | | nay be included with the application. ation on this form. Please call or writ | 8 |
| | the County Commission C | Office to advise of any changes | | an a |
| DATE: | 8/9/07 | - CA | | · · · |
| NAME: | | Valarie | Venise | |
| | (Last) | (First) | (Middle) | · |
| ADDRESS: | | rritt Street A | Itamonte Springs RL 3. | 2/0/ |
| | Office: <u>SAME</u> | -2372 Office: SAMe | | <u></u> |
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Appointment Information Form - Board of County Commissioners - Seminole County Government - Flor... Page 2 of 2

Seminole County strives to ensure that all County Boards are representative of the community. To assist in this endeavor, please check the applicable boxes:

Race: Black (1)

Caucasian[non-Hispanic] () Hispanic () Other ()

Sex: Female (~) Male () Date of Birth:

REFERENCES:

| Name | , Address | | Phone | 6.) |
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The Appointment Information Form, when completed and filed with the County Commission Office, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and therefore is open to public inspection by any person.

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s).

Valanie De He Signature

CLOSE WINDOW

Rease provide e-mail address below: Valarie 1908@ aol.com

SEMINOLE COUNTY COMMUNTY SERVICES BLOCK GRANT ADVISORY BOARD LOW-INCOME REPRESENTATIVE

ELECTED MEMBER INFORMATION

NAME: Valarie D. Pord ADDRESS: 1121 Merritt Street Altemonte Springs EL 32701 TELEPHONE: 407-260-2372 CELLULAR: 321-246-4230 FAX NUMBER: (407)260-2372) E-MAIL ADDRESS: 1/alarie 1908 @ aol. Com

SEMINOLE COUNTY COMMUNITY SERVICES BLOCK GRANT ADVISORY BOARD

TARGET AREA MEETING

SIGN IN SHEET

AREA: EAST ALTAMONTE DISTRICT II.

DATE: AUGUST 9, 2007 6:30 PM.

| | NAME | ADDRESS | PHONE | OVER 18 YE | ARS OF AGE |
|-----|---------------|--------------------------|---------------|------------|------------|
| | | | | YES/ | NO |
| | Debrokon | 1102 Locan Heights | (4)7)349-9665 | | |
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| | Manna nil | 106 Dosot are | 407-3391457 | | |
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SEMINOLE COUNTY COMMUNITY SERVICES BLOCK GRANT ADVISORY BOARD

TARGET AREA MEETING

SIGN IN SHEET

AREA: EAST ALTAMONTE DISTRICT II.

DATE: AUGUST 9, 2007 6:30 PM.

| NAME | ADDRESS | PHONE | OVER 18 YEA | ARS OF AGE |
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| | | | YES | NO |
| Tomia Mc Donas | V. 318 TRAKWOOD LANE | 407-767-9472 | - | |
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ELECTION OF LOW-INCOME REPRESENTATIVE-ALTAMONTE

Location: Lillie H. Green Community Center 325 Station Street Altamonte Springs, FL. 32701

> Thursday, August 9, 2007 6:30 pm.

XI- NOMINATIONS FROM THE FLOOR

Names of Nominees:

Number of votes obtained:

18

1. Volovie Ford

2.

3.

4._____

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7. <u>Alexandre de la construction de la construction</u>

8.

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10.____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Memorandum of Understanding between Seminole County Extension Services</u> and the University of Florida Cooperative Extension Services

| DEPARTMENT: Community Services | DIVISION: Cooperative Extension | <u>on</u> |
|--------------------------------|---------------------------------|------------------|
| AUTHORIZED BY: David Medley | CONTACT: Pam Martin | EXT: <u>2302</u> |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and the Florida Cooperative Extension Service, University of Florida Institute of Food and Agricultural Sciences to continue a collaborative working relationship.

County-wide

Barbara Hughes

BACKGROUND:

The Florida Cooperative Extension Service was established as a part of the University of Florida Institute of Food & Agricultural Sciences by Federal and State legislation for the specific purpose of extending the educational programs of the University to the people of the State on subjects relating to agriculture, family and consumer science, 4-H and youth development, energy, community and natural resource development and sea grant and other programs deemed appropriate. The laws creating extension services were specifically designed to ensure that the findings of research in these areas were communicated to the people.

The Seminole County Cooperative Extension Office has been serving and meeting the needs of Seminole County through a continuously operating program since 1920. The original Memorandum of Understanding (MOU) between the Florida Cooperative Extension Service and Seminole County, dated August 18, 1981 states: "To assure that the educational programs offered by the Cooperative Extension Service meet the needs of local citizens, it is important that both elected and appointed officials of each level of government understand their respective responsibilities and relationships in the conduct of this work." This MOU, which established the responsibilities and relationships between the Extension Service and Seminole County, has been revised on several occasions, most recently in 1995 to establish the position of "Adjunct County Extension Agent."

The attached MOU seeks to reaffirm the collaborative relationship and separate responsibilities of each party. The significant change in this new MOU is that it adds the responsibility of the COUNTY to "coordinate network access with the EXTENSION to ensure that all extension faculty and staff have access to University of Florida computer network resources." The hiring of County Extension Faculty, County Extension Faculty Support by EXTENSION, County Extension Faculty Support by COUNTY, Office Policies, and General and Automobile liability remain the same.

The original MOU is attached for review and comparison. Also attached is a brief summary of

the programs services provided by the Seminole County Extension Office.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and the Florida Cooperative Extension Service, University of Florida Institute of Food and Agricultural Sciences to continue a collaborative working relationship.

ATTACHMENTS:

- 1. 2007 Memorandum of Understanding
- 2. 1988 Memorandum of Understanding
- 3. Extension Service Mission

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA COOPERATIVE EXTENSION SERVICE, INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES, UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND SEMINOLE COUNTY

THIS MEMORANDUM OF UNDERSTANDING is entered into this <u>_29th</u> day of <u>______</u>, 20<u>07</u>, 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 "COUNTY," and FLORIDA COOPERATIVE EXTENSION SERVICE, UNIVERSITY OF FLORIDA, INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES, whose mailing address is P.O. Box 110180, Gainesville, Florida 32611-0180, hereinafter referred to as "EXTENSION".

WITNESSETH:

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to establish, articulate and enhance the collaborative relationship between the EXTENSION and the COUNTY; and

WHEREAS, this MOU states the desire of the EXTENSION and the COUNTY to work cooperatively to enhance the well being of the citizens of Seminole County, each carrying out their agreed upon responsibilities; and

WHEREAS, the EXTENSION'S mission is to focus on contemporary issues and the needs of the people and employs an interactive educational process involving the people in issue identification, priority setting, program delivery and impact assessment; and WHEREAS, the EXTENSION and the COUNTY will work together at all times to mutually assist the other to the extent possible, to benefit Seminole County residents; and

WHEREAS, the EXTENSION was established as a part of the University of Florida Institute of Food and Agricultural Sciences by Federal and State legislation for the specific purpose of extending educational programs of the University of Florida to the people of the State of Florida in subjects relating to agriculture, horticulture, family and consumer science, 4-H and youth development, community and natural resource development, energy, sea grant and other programs that may be deemed appropriate and the EXTENSION has been serving and meeting the needs of Seminole County through a continuously operating program since 1920; and

WHEREAS, this collaborative arrangement between state extension services and county governments exist throughout the United States and the details of the actual agreements are unique to each county to assure that local needs are properly addressed; and

WHEREAS, each MOU is a resource that sets forth the aforementioned details for the EXTENSION and the respective county; and

WHEREAS, this MOU establishes the responsibilities and relationships that exist between the EXTENSION and the COUNTY,

NOW, THEREFORE, The parties agree as follows:

Section 1.

(a) Cooperative Extension Agents hired by the COUNTY and the EXTENSION shall hereinafter be referred to as "Extension Faculty".

Memorandum of Understanding Florida Cooperative Extension Service and Seminole County Page 2 of 8

(b) Cooperative Extension Agents hired by the COUNTY shall hereinafter be referred to as "County Extension Faculty".

Section 2. Hiring County Extension Faculty.

(a) The EXTENSION and the COUNTY will jointly agree on whether to fill vacancies in positions of County Extension Faculty.

(b) The EXTENSION will establish minimum requirements and qualifications for the employment of County Extension Faculty.

(c) The EXTENSION will receive and examine applications for employment for County Extension Faculty.

(d) The EXTENSION will interview and screen applicants to determine their qualifications and availability for employment as County Extension Faculty.

(e) The EXTENSION will recommend to the COUNTY qualified applicants for appointment to vacant or new County Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.

Section 3. Salaries of County Extension Faculty.

(a) The EXTENSION and the COUNTY will each pay its own respective portion of all salaries for County Extension Faculty but will not be responsible for payment of the other party's portion.

(b) The EXTENSION will determine the total amount of the starting base salary of each County Extension Faculty member.

(c) Before hire, the COUNTY and the EXTENSION will jointly agree on the portion of the base starting salary of each County Extension Faculty member that each party will pay. After initial hire, each party will determine future salary adjustments for its portion of the total salary, except with respect to promotion increases, which will be determined as set forth in Section 3(d). Each party may, at its sole discretion, pay a bonus at any time to County Extension Faculty member(s), as a non-base salary increase, provided that such party will be solely liable for the payment of such bonus.

(d) The EXTENSION will determine the total dollar amount of rank promotion salary increase for promotion to Agents II, III, and IV and a Special Pay Plan increase following every seven (7) years of Agent IV status. The COUNTY will pay that percentage of the rank promotion salary increase that is equivalent to the percentage of the County Extension Faculty member's salary the COUNTY was paying immediately prior to the effective date of the increase. The EXTENSION will pay the remainder of the rank promotion salary increase.

Section 4. County Extension Faculty Support by EXTENSION.

(a) The EXTENSION will provide County Extension Facultywith official envelopes, bulletins (designated for free distribution),leaflets and other publications for educational purposes.

(b) The EXTENSION will provide the leadership for administration and supervision of extension programs and County Extension Faculty.

(c) The EXTENSION will develop and administer a personnel management plan for County Extension Faculty that will provide for:

(1) The annual review of each County ExtensionFaculty member's performance;

(2) Counseling for job improvement where needed; and

(3) Periodic COUNTY program reviews.

(d) The EXTENSION will provide State Extension Subject Matter Specialists to train County Extension Faculty in current technology and other changes affecting agriculture, family and consumer science, 4-H, community and natural resource development, energy, and sea grant programs and to assist them in the conduct of work in these areas.

(e) The EXTENSION will provide County Extension Faculty with training programs as appropriate to maintain effective program delivery.

(f) The EXTENSION will develop and maintain a County Advisory Committee System to insure that County Extension programs are based on the particular needs of the people in Seminole County.

(g) The EXTENSION will provide funds for official travel expenses and per diem of County Extension Faculty for in-service training and for other out-of-county program development meetings selected by the EXTENSION.

Section 5. County Extension Faculty Support By COUNTY.

(a) The COUNTY will provide office space and equipment, secretaries and other clerical personnel, utilities, telephone, office supplies, funding for official COUNTY travel (except as otherwise provided herein with respect to in-service training), demonstration materials and other items needed for efficient operation of County Extension Office and program. (b) The COUNTY will also confer and advise with the District and County Extension Directors and County Extension Advisory Committee relative to County Extension programs.

Section 6. Office Policies.

(a) The policies established by the University of Florida in administering leave, including annual, sick, civil, holiday and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply to County Extension Faculty.

(b) COUNTY policies will apply with respect to office hours and holiday hours for County Extension Faculty.

(c) The EXTENSION and the COUNTY will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices.

(d) The parties to this MOU will be jointly responsible for, and cooperate with each other in, accommodating all special needs participants during educational programs conducted through the Cooperative Extension Service. Except as provided in the foregoing sentence, the EXTENSION and the COUNTY will remain separately responsible for compliance with the American Disabilities Act at their facilities and each remains responsible for providing access to any facility or building owned by such party in compliance with the American Disabilities Act.

(e) County Extension Faculty will not be classified under a COUNTY classification system.

Section 7. Miscellaneous.

(a) This MOU shall be amended only by written amendment,which must be signed by both parties.

(b) Either party may terminate this MOU without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.

(c) The EXTENSION is self-insured for workers' compensation, general liability and automobile liability through the State of Florida's Risk Management Trust Fund. Throughout the term of this MOU, the EXTENSION will carry insurance that meets the requirements of Florida law applicable to State entities. As of the date of this MOU, such insurance covers University employees and volunteers, as defined in Section 110.502, Florida Statutes.

(d) The COUNTY will coordinate computer network access with the EXTENSION to ensure that all extension faculty and staff have access to University of Florida computer network resources. In an effort to mitigate the risks associated with such access from the COUNTY's computer system, the EXTENSION provides security management of such computer network resources for all those accessing such resources.

(e) This MOU shall be effective on the <u>2nd</u> day of <u>July</u>, 20<u>07</u>.

้ดา Jinmy\G. Che∉ Date Sr.Vice President Institute of Good and Agricultural Sciences University of Florida 6/291

Larry R. Arrington, Dean and Director Florida Cooperative Extension Service

Carlton Henley, Chairman Board of County Commissioners Seminole County

Maryanne Morse, Clerk to the Board of County Commissioners Seminole County

For the use and reliance of Seminole County.

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

Approved as to form and legal sufficiency.

County Attorney

Memorandum of Understanding Florida Cooperative Extension Service and Seminole County Page 8 of 8 Date

Date

Date

Date

| MEMORANDUM OF UNDERSTANDING EMPLOYEE RELATIONS BCC MEMORANDUM OF UNDERSTANDING BETWEEN UN I 0 1988 THE UNIVERSITY OF FLORIDA SEMINOLE CO. GOVERNMENT ACTING FOR AND ON BEHALF OF THE BOARD OF REGENTS, SEMINOLE CO. GOVERNMENT ACTING FOR AND ON BEHALF OF THE BOARD OF REGENTS, SEMINOLE CO. GOVERNMENT ACTING FOR AND ON BEHALF OF THE BOARD OF REGENTS, THE STATE OF FLORIDA, FOR THE BENEFIT OF FOR THE STATE OF FLORIDA, FOR THE BENEFIT OF THE FLORIDA GOOPERALIVE EXTENSION SERVICE, INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES, AND | da Cooper, of Food & ate legial ate legial rvice of (riculture, and ture, an pointed of that the that the conted of onaibilit, and of (inted of and of (inted of onaibilit, that exiat hat exiat | * • |
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| ILLITES | |
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| A. With respect to County Extension Faculty, Extension will: | |
| L. tstabilshed minimum requirements and qualifications for employment in Extension work. | or |
| 2. Receive and examine applications for employment. | |
| 3. Interview and screen applicants to determine their | |
| qualifications and availability. | |
| 4. Recommend to The Board qualified applicants for appointment | un tmen t |
| to vecant or new Extension positions. | - |
| 5. Recommend the salaries of County Extension Faculty. | |
| | s to be |
| paid by each and provide the State and Federal share of | 0 لۇ |
| these salories (see item D. 2. for specific agreement.) |) |
| 7. Prepare and aubmit an annual budget request to The Board | ard for |
| the county's share of funds for salaries. | |
| 8. Provide funds for official travel and per diem for in-service | |
| is a sharing and a thar out-of-county program development | |
| nest tinge. | |
| 9. Provide County Extension Faculty with official envelopes, | , pea |
| bulletine (decignated for free distribution), leaflets, and | a, and |
| other publications for educational purposes. | |
| 10. Accept responsibility and provide the leadership for | |
| edministration and supervision for Extension programs | r and |
| personnel, including compliance with requirements of | |
| Affirmative Action and Equal Employmont Opportunity | - |
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| | | a. The annual review of each County Extension Faculty | |
| | | member's porformance. | |
| | | b. Counseling for jeb improvement where neaded | |
| •. | | c. Periodic county program reviews | |
| | 12. | Pro | |
| | - | specialists to continuously train four ty Foreign - | |
| | | in current technology and other changes referred | |
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| | i | Faulty County's share of salaries for County Extension | |
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Board of Regents and followed by the University be used as a guide in granting annual, sick, civil and military leave for located in Seminole County, totally funded from the County' understanding by both parties. The following paragraphs set forth these That all county Extension appointments are to be worked out That the policies established by the University of Florida, That County Extension Faculty will not be classified under County, and funded by State and County resources, will be Directors and County Extension Advisory Committee relative the implementation of this Memorandum of Understanding, certain That County Extension Faculty will follow County policies and advected the District and County Extension Three Extension positions presently located in Seminole the jointly between Extension and The Board in keeping with University of Florida. Two other Extension positions To cooperate in applying Affirmative Action and Equal designated as County Extension Faculty employed by portions require additional comment in order to assure complete Employment Opportunity plans of Extension. office hours and holidays. Extension and The Board mutually agree: county classification system. to county Extension programs. Florida Statute 240.505. 4 Extension personnel. Additional Agreements: relative to specific agreements. Confer ~ 4. 5 'n. 3 4 Ľ **.** ப்

will be County employees. These two positions will be given conditions of the status will be explained in a separate The ratio of County to State funding for the three positions Agricultural Extension Service Division of the Department of County Commissioners, for the County's portion. When these established by Extension, the ratio of State to County will director. He/she will make annual performance evaluations, disciplinary matters and will see to it that all WILL Department of Health and Human Services and involve him/her 20% County. Annual salary increases will be determined by adjunct facuity status with the University of Florida and jointly funded will remain at approximately 80% State and Extension on the State's portion of the selary and by the This oversight will be the responsibility of the district positions will receive direct supervision from Extension. personnel matters are handled in keeping with satablished responsible for operating the Division in accordance with The three jointly funded positions and two county funded Department of Health and Human Services of the Board of Health and Human Services; therefore, County faculty are University and County policies. The district director the maintain close liaison with the department head of the positions are vacated and a new starting salary is management practices and administrative policies of County Extension Faculty are part of the County's in annual performance evaluations. memorandum for this postition. Ś be 80%/20%. handle all Coun ty the 2 ř

Fringe Benefits:

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- The three County Extension Faculty will abide by County policy in the matter of "paid holidays." 4
- State The three County Extension Faculty will abide by policy in the matter of "annual and sick leave." 2.
- Insurance coverage: The three County Extension Faculty will holds a federal appointment, he/she will also be eligible to participate in federal life and health insurance policies. ž insurance policies including life and health and accident By virtue of the fact that each faculty member county funds will be required in any of these insurance be eligible to participate in all University of Florida Participation is at the discretion of the individual. policies. policies. ň
- premiums will be a matter for county officials to decide and Additional incurance covoroge: The three County Extension insurance programs if this meets with the approval of the Faculty will be eligible to participate in other county However, county participation in payment of insurance agreement will preclude this dual insurance coverage. county administrator and/or Board. Nothing in this cdminister. 4.
- Extension pays for the entire cost of the Federal Retirement members will participate in the Federal Retirement Program. Each of the three County Extension Faculty Retirement: Program. 5
- Murkers compensation will be paid for each county Extension Faculty member from Federal funds \$

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7. Unemployment compensation will be paid for each of the three County Extension Facuity members from Federal funds.

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The three County Extension Hacuity members will be eligible to is signed with the understanding that sither Extension or and that either party may withdraw from the agreement participate in the credit union available to County employees the ں 0 all of eny or The Board may request clarification or renegotiation time, This document sgreement at any

and 1987 chall remain in effect until the DOARD or EXTENSION requests a change. This agreement update shall be effective on or about October 1, B after giving six (6) months written notice of its intent to do

N D.C County Commissioner Ð Extension Director 0 14-88 For Seminole County: a adas À J D 8 Attest: County Clerk Date 57/2 Date 6 of Florida for and o the Board of Regents: tenej 0 A Agricultural Sciences University of Florida Bti Administrac A) ervica brätt den ffair University bghalf of t haros Willnesses: President Concur 00 5 オ 27 00 UFFI Xe è

Extension's Mission

To provide unbiased, scientifically based knowledge to youth, families, businesses and government to sustain and enhance the quality of life in Seminole County.

Strategic Priorities:

- 1. Youth development, land stewardship and health and wellness.
- 2. Utilize the resources of the University of Florida/IFAS through consultation with the researchers and professors to partner with Seminole County.
- 3. Utilize a cadre of trained volunteers who exhibit leadership skills to extend additional resources to the public.

Services Provided:

- **Urban Horticulture:** Best management practices for lawn, landscape and gardening through utilizing less water, pesticides, and fertilizers; identification of insects, diseases, weeds, and nutritional disorders of plants and suggest methods for their control.
- Florida Yards and Neighborhoods: Teaches residents and businesses about the impact of their landscape practices. In Seminole County, this program is closely associated with watersheds and water quality.
- Family and Consumer Science: Provides Food Manager training, administers certification for safe food handling practices, nutrition and chronic disease prevention classes for the public, and "Train the Trainer" classes to teach not for profit, and faith based organizations on basic money management, well informed shopping techniques and stretching economic resources.
- **Expanded Food and Nutrition Programs:** Education programs to targeted low-income families and youth on nutrition and food resource management to save money on health care costs and on food expenditures.
- **4-H Youth Program:** A non-school education for youth to develop skills necessary for productive and independent adult living with a focus on life skills, leadership and civic engagement, and animal science.
- **Commercial Agriculture/Horticulture:** Programs focus on commercial turf grass producers, athletic field and landscape managers, production management and water quality, alternative agriculture including organics and Pesticide License Certification Workshops/examinations.

Multi-County Positions Serving Seminole County:

- **Commercial Horticulture/Greenhouses:** Work with greenhouse growers that produce interior foliage, bedding plants and floriculture crops. Address issues of best management practices.
- **Commercial Horticulture/Landscapes:** Work with the landscape plant producers in the areas of best management practices.
- Livestock/Pasture Grass: Work with horse and cattle owners in our county. Improve livestock production; teach best management practices for water use, address agricultural issues and related policy education.
- **Commercial Citrus:** Work with citrus and other fruit production on cold protection and dissemination of weather information. Water/nutrient management including the use of reclaimed water. Pest management covering insects, mites, canker and greening.



Major Program Focus Commercial Agriculture/Horticulture Multicounty Extension Agent

Service:

The Multi-county Extension Agent is responsible for developing, implementing, and evaluating Extension education programs for **COMMERCIAL TURFGRASS** producers, athletic field and landscape managers, and their employees in Seminole, Orange, and Lake Counties, and for **COMMERCIAL VEGETABLE CROP** producers in Seminole, Orange, Lake and Volusia counties.

Impacts:

The primary focus of the commercial agriculture/horticulture program is to teach best management practices that will maintain the long term sustainability of these industries. Practices are emphasized that minimize environmental impact and encourage continued green space in rapidly urbanizing counties.

Specific duties:

- o Production management & water quality
- Alternative agriculture & small farms
- o Additional programmatic effort and activity

Educational Programs:

Pesticide License Training & Certification Workshops

Pesticide License Examinations Administered

Mid-Florida Turf Conferences

Small Farm Conferences

Best Management Practices Workshops

Master Gardener Training

Aquaponics Presentations

Seminole County Farm Tours

During the past year, approximately <u>**2,200**</u> individuals have received service through this program.



Major Program Focus 4-H Programming Multi-county Extension Agents (2)

Service:

The Multi-county Extension Agent is responsible for non-school education for youth to develop skills necessary for productive and independent adult living.

- <u>Life skills Programming</u> 96 subject specific trainings/programs were conducted with 1,965 youth attending.
- Leadership & Civic Engagement youth contributed over 4,920 hours of volunteer community service and leadership to build skills in civic engagement.
- <u>Animal Science Programs</u> –170 Youth enrolled in Horse & Livestock programs; 50 % of these youth gained skills in recordkeeping, care of animals and were responsible for their animals.

Impacts:

4-H events and activities build confidence & leadership, test skills, and build independence & responsibility for youth. These activities include: Summer camping programs, horse shows, leadership & citizenship conferences for teens, County & District Council Leadership Programs, Competitive Contests, Awards & Recognition, and Community Service Projects.

Specific duties:

To support delivery methods of 4-H programming, including Special Interest, Community Clubs, School Enrichment, & Camping Programs.

- Volunteer Development: Recruitment, screening and training of 73 community club volunteers who worked with 24 4-H clubs in Seminole County. Teen and adult volunteers contribute over 11,504 hours at a value of \$105,742.00 to Seminole County. 4,715 youth participated in various 4-H programs during 2006.
- Resource Development: Fundraising and donations to the Seminole County 4-H Program: \$32,617 to support 4-H youth & volunteer programs.

Awards:

- Youth received \$11,500 in College Scholarships from their 4-H participation.
- County was the "high point" County for the State 4-H Horse Show
- 16 youth selected/qualified to participate in Regional/National 4-H activities.
- Search for Program Excellence Award winning program

Educational Programs:

- <u>Equine Lecture Series (5 part)</u>: Educational Programs with University of Florida specialist reached over 420 youth & adult participants.
- <u>School Enrichment</u>: 4-H Tropicana Program reached over 4,300 middle school students in Public speaking education.
- <u>Camping Program</u>: 123 youth participated in weekend and week long camping experiences.



Major Program Focus Nutrition, Food Safety & Health Multicounty Extension Agent

Service:

Extension nutrition, food safety, and health education programs give people the knowledge, motivation, and skills they need to adopt behavior changes that promote positive nutritional status and reduce health risks throughout the life cycle.

Impacts:

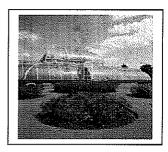
- Reduced health care costs. Extension programs educate and motivate individuals to adopt healthy lifestyle behaviors that can significantly impact health care costs in Florida while improving quality of life.
- Reduced risk of chronic diseases and health complications. Chronic diseases such as heart disease, cancer, stroke, and diabetes are related to lifestyle choices, and risk for these conditions can be reduced through behavior change. Florida is one of the most expensive states of the chronic diseases, with nationwide costs of \$92 billion for direct medical expenditures in 2002.
- Reduced risk of food borne illness. Florida ranks as one of the top 10 states in the incidence of foodborne disease. National CDC surveillance data show that more than 50% of reported foodborne illness cases are attributed to foodservice operations. Florida has the second highest incidence of AIDS in the US, an illness that predisposes people to the most severe consequences of foodborne illness.
- Reduced food insecurity and hunger. In 1999-2001, an estimated 12.2% of households in Florida were food insecure, with or without hunger and 4% were food insecure with hunger. These persons with limited resources are at increased risk for malnutrition and associated health consequences that contribute to skyrocketing health care costs.

Specific duties:

- o Food Manager Certification Training 6 classes (67 participants). .
- Consumer food handler, hand washing trainings 6 classes (382 participants

Education:

- Nutrition & Chronic Disease Prevention consumer classes 7 classes (67 participants).
- Seminole County Firefighters Wellness Initiative Nutrition classes 10 classes (50 participants).
- Health Fairs, Health Days, Step Up Florida, Central Florida Fair Healthy Snacks Contest - 5 events (1199 participants)
- Professional Presentations (3) one district, one state, one national (73 participants)



Major Program Focus Urban Horticulturist Multicounty Extension Agent

Service:

Provide information and give recommendations to clients over the phone and at the office on horticultural questions; identification of weeds, plants, insects, diseases, and nutritional problems of plants.

Impacts:

The Urban Horticulture program promotes environmentally sound horticulture practices to manage plants in the landscape, gardens, or home. Individual homeowners, homeowner associations/managers and garden centers personnel receive information about sound horticultural practices from our Extension office to give a uniform criterion for dealing with plants in the landscape, garden or home. The adoption of environmentally sound landscape management practices will reduce fertilizer, water, and pesticide use, consequently reducing costs, and labor, while protecting the environment.

Specific duties:

- Supervise, train and manage the volunteer (Master Gardener) program. Supervise and edit the quarterly newsletter Seminole Green thumb containing home horticultural information, (over 600 subscribers). Publish weekly newspaper articles on horticultural subjects in English and Spanish, (circulation 104,000). Supervise and establish procedures for soil analysis (pH) readings and recommendations. Supervise and coordinate the Demonstration Gardens at the Student Museum and around office.
- Agent: 848 Phone calls; 675 Office visits; 261 emails & letters; 13 client visits

Educational Programs:

Educational programs to public, schools, homeowners associations, and garden clubs on horticultural subjects, insect pests, landscape management, pesticides, and cultural practices. Supervise, train and manage the volunteer (Master Gardener) program.

- Educational programs: 21 (637 people attending)
- Demonstration Gardens at the Student Museum: About 5,000 elementary school students visit the garden every year as part of their curriculum activities to learn about plants and their use, (3,849 volunteer hours (Help Desk, and Demonstration Garden activities).



Major Program Focus Florida Yards & Neighborhoods Multicounty Extension Agent

Service:

The Florida Yards & Neighborhoods (FYN) program is a University of Florida/IFAS environmental education program that teaches residents and businesses about the impact of their landscape practices. In Seminole County, this program is closely associated with watersheds and water quality. FYN has nine principles.

- o Landscape with the Right Plant in the Right Place
- o Water Efficiently
- Fertilize Appropriately
- o Mulch Properly
- o Attract Wildlife
- o Control Yard Pests Responsibly
- o Recycle Yard Waste
- o Reduce Stormwater Runoff
- Protect the Watershed

Using these nine principles not only reduces excess water use and prevents unnecessary pollution, but promotes a healthy environment, and saves time and money.

Impacts:

Education has long term impacts; sometimes, immeasurable in the short term on our environment. However, clients will appreciate cost savings in monthly water and/or landscape bills immediately, as well as time savings in overall landscape maintenance. In order to ensure that our living environment remains healthy, it is vital that we protect our resources quantity and quality.

Specific duties:

There are approximately 650 Homeowners Associations in 16 watersheds in Seminole county. Our ambitious goal is to present a Florida Yards and Neighborhoods half hour program to half of those Homeowners Associations within 5 years, and educate residents and businesses through FYN 2 hour workshops and consultations.

Educational Programs:

Homeowners Associations Meetings – approximately 20 people attended South Central Florida Hospital – approximately 30 people attended Rotary Clubs – approximately 150 people attended

Consent

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Release of the original Maintenance Agreement with Letter of Credit for the project</u> <u>known as Magnolia Pointe</u>

| DEPARTMENT: Environmental Services | DIVISION: Business Office | |
|------------------------------------|----------------------------------|--------------------------|
| AUTHORIZED BY: John Cirello | CONTACT: Becky Noggle | EXT : <u>2143</u> |
| MOTION/RECOMMENDATION: | Sewer Maintenance Agreement with | n Letter of Cred |

Approve release of the original Water and Sewer Maintenance Agreement with Letter of Credit #78531562 in the amount of \$5,099.00 for the project known as Magnolia Pointe.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Agreement with Letter of Credit #78531562 (MAG Development Co., Inc.) in the amount of \$5,099.00 for the project known as Magnolia Pointe.

STAFF RECOMMENDATION:

Staff recomends the approval and release of the original Water and Sewer Maintenance Agreement with Letter of Credit #78531562 in the amount of \$5,099.00 for the project known as Magnolia Pointe.

ATTACHMENTS:

1. Maint Agreement w/ LOC

Additionally Reviewed By: No additional reviews

M.A.G. DEVELOPMENT CO., INC.

501 North Orlando Avenue, Suite 233 Winter Park, Florida 32789 (407)-366-3923

August 13, 2007

Environmental Services Department Seminole County 500 W. Lake Mary Blvd Sanford, FL 32773-7441 Attn: Becky Noggle

> Ref: LOC# 78531562 Magnolia Pointe Subdivision

Dear Becky,

I kindly request the release of the Letter of Credit No. 78531562, in the amount of \$5099.00 as soon as possible.

Thank you for your assistance.

Sincerely, Al Ghandour

ENVIRONMENTAL SERVICES DEPARTMENT



July 30, 2007

MAG Development Co., Inc. 501 N Orlando Ave. Suite 233 Winter Park, FL 32789

Re: Maintenance Agreement w/ Letter of Credit

Project Name: Magnolia Pointe LOC# 78531562 Amount: \$5,099.00 District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 7/20/07 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of 7/20/07, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Agreement with Letter of Credit may be released as required by the Land Development Code.

Please send request for release of the LOC on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre

Chip Tyre Sr. Utilities Inspector

c: Project File

500 WEST LAKE MARY BOULEVARD SANFORD FL 32773-7441 TELEPHONE (407) 665-2000 FAX (407) 665-2019

MAINTENANCE AGREEMENT

(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 16^{44} day of MAY, 2005, between MAG DEVELOPMENT Lo., Two., hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as MAGNOLIA POINTE, as recorded in Plat Book 67 Pages 16.17, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated ______, 20_4 (as subsequently revised or amended on _____, 20___) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from Jule 1 ____, 20 of; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 785 31563 ssued by AuSourt Bauk, in the sum of FIVE THOUSAND & DOLLARS (\$ 5099="),

NINETY NINE

NOW, THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and 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 COUNTY in the sum of *Hectitocsand Minter Nine* DOLLARS (\$ 5099) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from July 1, 2045, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services 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 correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY 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 COUNTY, 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 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, 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 COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY 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 to the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

1

JOI N. BALANDO AVE Address WINTER PAAK- FL. 32

OUL (PRINCIPAL) (Signature) By: (Title) lts

[CORPORATE SEAL]

WITNESSES: 271PM2

DEPARTMENT OF ENVIRONMENTAL SERVICES UTILITIES DIVISION

SEMINOLE COUNTY, FLORIDA

Utilities Manager

6/29/05 Date:__

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: Streamlining of Development-Related Agenda items and approved on April 2, 1997.

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this <u>29</u> day of <u>June</u>, 2005, by <u>Gary Lee Rudolph</u>, the Utilities Manager of SEMINOLE COUNTY, a political subdivision of the State of Florida, on behalf of the County. <u>He/she is personally known to me or has produced</u> as identification.

NOTARY SEAL





AmSouth Bank International Department 315 Deaderick Street/7th Floor Nashville, Tennessee 37237 USA (888) 338-9552 Telex: 6823023 S.W.I.F.T.: AMSBUS44

DATE: MAY 19, 2005

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY SERVICES BUILDING 1101 EAST FIRST STREET SANFORD, FL 32771 CREDIT NUMBER: 78531562 AMENDMENT NUMBER: 1

WE ARE INSTRUCTED BY:

SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC. 501 N. ORLANDO AVE. STE 233 WINTER PARK, FL 32789

TO AMEND CREDIT 78531562 AS ISSUED IN YOUR FAVOR.

THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT. AMENDED TERMS AND CONDITIONS:

PLEASE AMEND EXPIRY DATE TO READ JULY 31, 2007.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CREDIT INSTRUMENT REMAIN UNCHANGED.

AMSOUTH BANK

V.P. AUTHORIZED



AmSouth Bank International Department 315 Deaderick Street/7th Floor Nashville, Tennessee 37237 USA (888) 338-9552 Telex: 6823023 S.W.I.F.T.: AMSBUS44

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 78531562 (FOR MAINTENANCE AGREEMENT - WATER AND SEWER IMPROVEMENTS)

EFFECTIVE DATE: MAY 16, 2005 EXPIRY DATE: JULY 31, 2005

- BENEFICIARY: SEMINOLE COUNTY BOARD OF COMMISSIONERS SEMINOLE COUNTY SERVICES BUILDING 1101 EAST FIRST STREET SANFORD, FLORIDA 32771
- APPLICANT: SUN TEC HULIDERS, INC. AND MAG DEVELOPMENT CO., INC. 501 NORTH ORLANDO AVENUE, SUITE 233 WINTER PARK, FL 32789

AMOUNT: \$5,099.00

DEAR COMMISSIONERS:

BY ORDER OF SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON AMSOUTH BANK UP TO AN AGGREGATE AMOUNT OF USD FIVE THOUSAND NINETY NINE AND 00/100 (USD \$5,099.00), AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE MAINTENANCE AGREEMENT DATED MAY 16, 2005 BETWEEN SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC. AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JULY 31, 2007 AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 78531562 OF AMSOUTH BANK EFFECTIVE DATED MAY 16, 2005, 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 OF DRAW BASED ON EXPIRATION OF 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 MAINTENANCE AGREEMENT WITH SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE MAINTENANCE AGREEMENT DATED MAY 16, 2005, AND THE COMPLETION OF SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC. OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE. AMSOUTH'

AmSouth Bank International Department 315 Deaderick Street/7th Floor Nashville, Tennessee 37237 USA (888) 338-9552 Telex: 6823023 S.W.I.F.T.: AMSBUS44

PAGE 2 DATED: MAY 12, 2005 OUR REF: 78531562

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 ATTORNEYS' FEES, BUT AMSOUTH 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 MAINTENANCE AGREEMENT DATED MAY 16, 2005 AND REFERENCED HEREIN.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500, IN EFFECT AS OF JANUARY 1, 1994.

arth, V.P. REBECCA D. RAITH VICE PRESIDENT

SUSAN CLINARD VICE PRESIDENT

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Utility and Access Easement and Partial Abandonment and Termination of Easement

| DEPARTMENT: Environmental Services | DIVISION: Planning Engine | ering Inspections |
|------------------------------------|----------------------------------|--------------------------|
| AUTHORIZED BY: John Cirello | CONTACT: Hugh Sipes | EXT : <u>7112</u> |

AUTHORIZED BY: John Cirello CONTACT: <u>Hugh Sipes</u>

MOTION/RECOMMENDATION:

Accept the Utility and Access Easement and Partial Abandonment and Termination of Easement located on the east side of Banana Lake Road south of CR 46A.

District 5 Brenda Carey

Hugh Sipes/Dennis Westrick

BACKGROUND:

On July 25, 2002 a 150 foot long by 50 foot wide well site easement was purchased by Seminole County from HIBC Development Company. The easement is located on the east side of Banana Lake Road south of CR 46A. Colonial Realty Limited Partnership subsequently purchased the property from HIBC Development Company. In 2006, Colonial inadvertently encroached upon the eastern 93 feet of the existing easement by constructing a retention pond. The subject new document executed by Colonial Realty Limited Partnership will abandon the encroached area of the existing easement while retaining the west 57 feet for Seminole County for a monitoring well previously constructed on the site. The new document will also grant new access and well site easements with total dimensions of approximately 205 feet long by 55 feet wide that lie along Banana Lake Road south of the existing easement.

STAFF RECOMMENDATION:

Staff recommends acceptance of the Utility and Access Easement and Partial Abandonment and Termination of Easement located on the east side of Banana Lake Road south of CR 46A.

ATTACHMENTS:

1. Easement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

UTILITY AND ACCESS EASEMENT AND PARTIAL ABANDONMENT AND TERMINATION OF EASEMENT

THIS UTILITY AND ACCESS EASEMENT is made and entered into this <u>AUJUST</u>, 2007, by and between COLONIAL REALTY LIMITED PARTNERSHIP, a corporation existing under the laws of the State of Alabama and authorized to conduct business in the State of Florida, having its principal place of business at 2101 Sixth Avenue North, Suite 750, Birmingham, Alabama 35203, hereinafter referred to as the "GRANTOR," 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 the "GRANTEE".

WITNESSETH:

WHEREAS, GRANTOR is the owner of that certain real property described in Exhibit "A" and Exhibit "B," attached hereto, and made a part hereof, respectively, (the "GRANTOR's Property"); and

WHEREAS, GRANTEE desires to obtain, and GRANTOR desires to grant and create, on the terms and conditions hereinafter set forth, an access easement over the property described in Exhibit "A", Easement 1, the "Access Easement Property"; and

WHEREAS, GRANTEE desires to obtain and GRANTOR desires to grant and create, on the terms and conditions hereinafter set forth, a well easement over the property described in Exhibit "A", Easement 2, the "Well Easement Property"; and

WHEREAS, GRANTEE is the beneficiary of an easement granted by HIBC Development Company to Seminole County, Florida on July 25, 2002, and recorded in Official Records Book 04473, Page 0223, Public Records of Seminole County, Florida, hereinafter the "Easement B". GRANTEE desires to abandon and terminate a portion of said easement as more particularly described in Exhibit "B", "Easement B"; and

WHEREAS, GRANTEE desires to retain an easement over a portion of said Easement "B," as more particularly described in Exhibit "B", "Easement A",

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. GRANT OF EASEMENT 1. GRANTOR hereby grants to GRANTEE and its assigns an exclusive access easement, "Easement 1," in favor of GRANTEE, in, on, over, under and across the "Access Easement Property" as described in Exhibit "A," for the purpose of ingress and egress from Banana Lake Road to the "Well Easement Property". GRANTEE shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the Access Property by the GRANTEE and its assigns. The GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said Access Easement Property that may interfere with the location, the well operation or maintenance of and well excavation, infrastructure or other related utility facilities installed thereon by GRANTEE. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE and its assigns to remove the fence or other structure from the Access Easement Property without compensation or reimbursement to the GRANTOR if the fence or other structure impedes the purpose or utility of said Access Easement Property.

GRANT OF EASEMENT 2. GRANTOR hereby grants to GRANTEE and 3. its assigns an exclusive access easement, "Easement 2," in favor of GRANTEE, in, on, over, under and across the "Well Easement Property" for the purpose of constructing a well on the property described in Exhibit "A". GRANTEE shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the Well% Easement Property by the GRANTEE and its assigns. The GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said Well Easement Property that may interfere with the location, excavation, operation or maintenance of the well and well infrastructure or other related utility facilities installed thereon by GRANTEE. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE and its assigns to remove the fence or other structure from the Well Easement Property without compensation or reimbursement to the GRANTOR if the fence or other structure impedes the purpose or utility of said Well Easement Property.

4. ABANDONMENT OF EASEMENT. GRANTEE hereby abandons that portion of the easement in Exhibit "B" and recorded in Official Records Book 04473, Page 0223, Public Records of Seminole County, Florida, and more particularly described as Exhibit "B," "Easement B".

5. RETENTION OF EASEMENT. GRANTOR and GRANTEE hereby acknowledge that GRANTEE will retain that portion of the easement in Exhibit "B" and recorded in Official Records Book 04473, Page 0223, Public Records of Seminole County, Florida and more particularly described as Exhibit "B," "Easement A".

Utility and Access Easement Colonial Realty Limited Partnership Page 2 of 4

6. GRANTEE, at GRANTEE's sole cost and expense, shall place fencing around the perimeter of the Well Easement Property within ten (10) days after completion of construction of the well.

7. GRANTEE, acknowledges that all costs associated with repair and upkeep of the Well Easement Property shall be the responsibility of the GRANTEE. If GRANTEE constructs an access driveway across Access Easement Property to said Well Easement Property, GRANTEE shall be responsible for repair and upkeep of said access driveway.

8. GRANTOR, by execution of this document, affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR, further, accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

(a) TO HAVE AND TO HOLD, access easement "Easement 1" and well easement "Easement 2" unto said GRANTEE and its assigns forever.

(b) GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described; that it has a good and lawful right to convey the said easements; and that it is free from all encumbrances

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

tness Witness SERRY NEELDER

Print Name

COLONIAL REALTY LIMITED PARTNERSHIP an Alabama Limited Partnership

COLONIAL PROPERTIES TRUS By: Managing Member Date:

[Balance of Page Left Intentionally Blank; Attestation Continued on Page 4]

STATE OF COUNTY OF

(NOTARY SEAL)

Notary Public in and for the County and State Aforementioned 3.30.09 Diration

SED/lpk 7/9/07 8/2/07

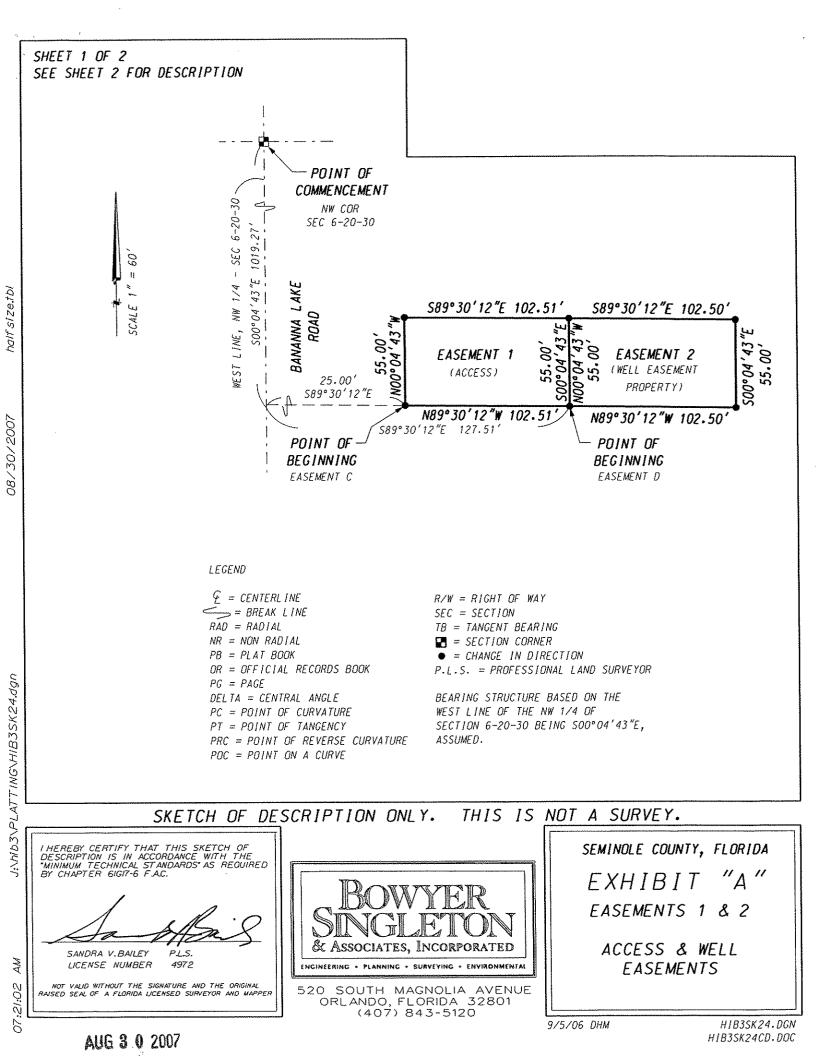
P:\Users\lkennedy\My Documents\Environmental Services\Colonial Realty Easement.doc

Attachments:

Exhibit "A" -Easement 1, Access Easement Property Easement 2, Well Easement Property Exhibit "B" -Easement A, Retained Easement Property Easement B, Abandoned Easement Property

)

Utility and Access Easement Colonial Realty Limited Partnership Page 4 of 4



SHEET 2 OF 2

EASEMENT 1 - LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINDLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN SOO° 04'43"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1019.27 FEET; THENCE DEPARTING SAID WEST LINE RUN S89° 30'12"E, A DISTANCE OF 25.00 FEET FOR A POINT OF BEGINNING; THENCE NO0° 04'43"W, A DISTANCE OF 55.00 FEET; THENCE S89° 30'12"E, A DISTANCE OF 102.51 FEET; THENCE S00° 04'43"E, A DISTANCE OF 55.00 FEET; THENCE N89° 30'12"W, A DISTANCE OF 102.51 FEET TO THE POINT OF BEGINNING.

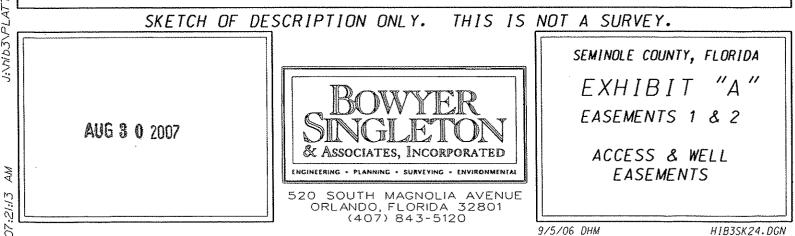
CONTAINING AN AREA OF 5637.8 SQUARE FEET, OR 0.13 ACRES MORE OR LESS.

EASEMENT 2 - LEGAL DESCRIPTION:

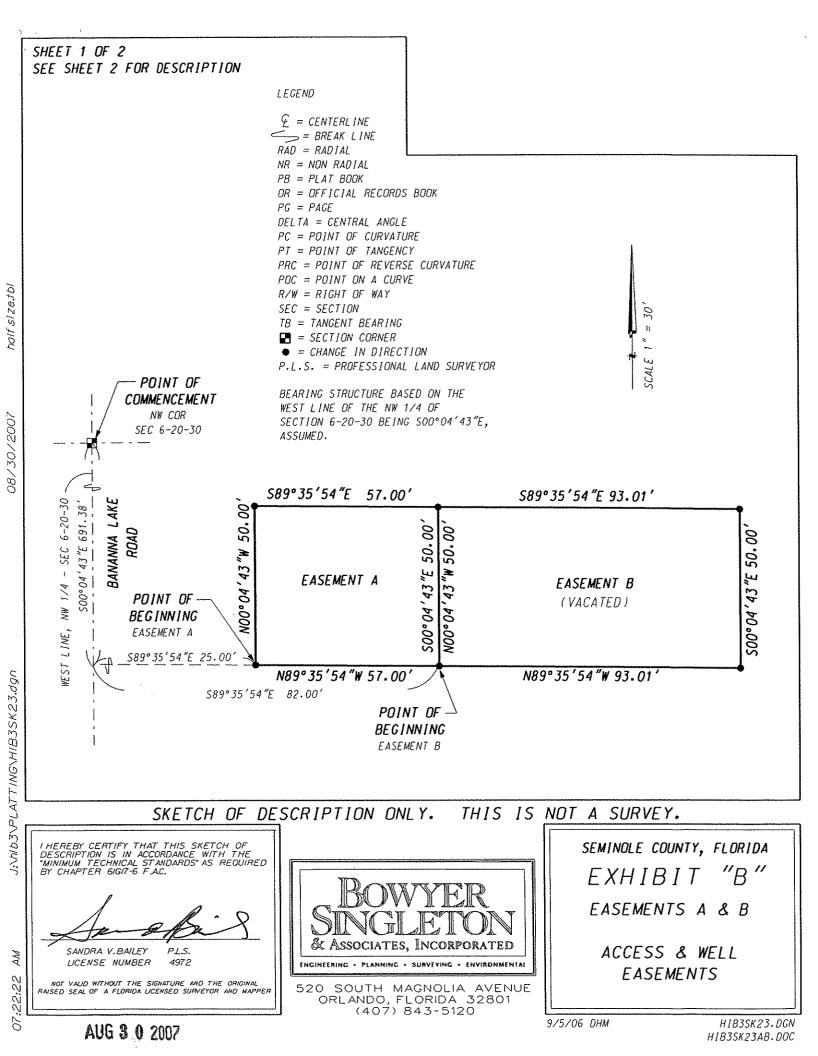
A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN SOO° 04'43"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1019.27 FEET; THENCE DEPARTING SAID WEST LINE RUN S89° 30'12"E, A DISTANCE OF 127.51 FEET FOR A POINT OF BEGINNING; THENCE NO0° 04'43"W, A DISTANCE OF 55.00 FEET; THENCE S89° 30'12"E, A DISTANCE OF 102.50 FEET; THENCE S00° 04'43"E, A DISTANCE OF 55.00 FEET; THENCE N89° 30'12"W, A DISTANCE OF 102.50 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5637.7 SQUARE FEET, OR 0.13 ACRES MORE OR LESS.



HIB3SK24CD.DOC



SHEET 2 OF 2

EASEMENT A - LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN SOO°04'43"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 691.38 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°35'54"E, A DISTANCE OF 25.00 FEET FOR A POINT OF BEGINNING; THENCE NOO°04'43"W, A DISTANCE OF 50.00 FEET; THENCE S89°35'54"E, A DISTANCE OF 57.00 FEET; THENCE S00°04'43"E, A DISTANCE OF 50.00 FEET; THENCE N89°35'54"W, A DISTANCE OF 57.00 FEET TO THE POINT OF BEGINNING.

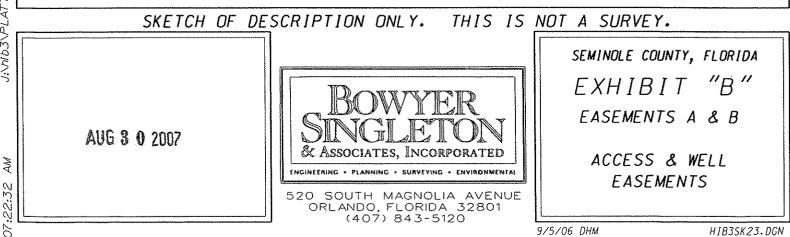
CONTAINING AN AREA OF 2840.0 SOUARE FEET, OR 0.07 ACRES MORE OR LESS.

EASEMENT B - LEGAL DESCRIPTION: (VACATED)

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN SOO°04'43"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE QF 691.38 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°35′54″E, A DISTANCE OF 82.00 FEET FOR A POINT OF BEGINNING; THENCE NOO°04'43"W, A DISTANCE OF 50.00 FEET; THENCE S89°35'54"E, A DISTANCE OF 93.01 FEET; THENCE S00°04'43"E, Α DISTANCE OF 50.00 FEET; THENCE N89°35'54"W, A DISTANCE OF 93.01 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4660.3 SOUARE FEET, OR 0.11 ACRES MORE OR LESS.



HIB3SK23.DGN HIB3SK23AB.DOC

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Emergency Medical Services (EMS) Trust Grant Application

DEPARTMENT: Fiscal Services

 ces
 DIVISION: Administration - Fiscal Services

| AUTHORIZED BY: Lisa Spriggs | CONTACT: Jennifer Bero | EXT: <u>7125</u> |
|-----------------------------|------------------------|-------------------------|
| | | |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the EMS Trust Grant Application in acceptance of \$146,084 in grant funds from the Florida Department of Health.

County-wide

Jennifer Bero

BACKGROUND:

The Florida Department of Health is authorized by Florida Statutes (Ch 401, Part 2) to dispense grant funds to county government entities across the State through their EMS Trust County Grant Program. This program seeks to help counties improve and expand their pre-hospital EMS systems.

The FY 07/08 allocation for Seminole County is \$146,084. Adopted by the Board on February 13, 2007, was a resolution certifying the grant funds to be received shall be used for the program's intended purpose and not used to supplant existing EMS budget allocations. For the funds to be received, the Board must now approve and authorize the Chairman to execute a grant application.

Funded by moving traffic violation fees, the EMS Trust County Grant Program has been in effect since 1987 and continues to be distributed on an annual basis with no match requirement. Public Safety staff would use these funds to purchase equipment, pursue continuing education, and initiate county-wide system quality improvements. In antipation of the funding distribution, the grant is included in the budget for FY 07/08.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the EMS Trust Grant Agreement in acceptance of \$146,084 in grant funds from the Florida Department of Health.

ATTACHMENTS:

- 1. Grant Application
- 2. Resolution

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

County Attorney Review (Arnold Schneider)



FLORIDA DEPARTMENT OF HEALTH BUREAU OF EMERGENCY MEDICAL SERVICES

EMS COUNTY GRANT PROGRAM APPLICATION PACKET

TABLE OF CONTENTS

| Description of Program | 1 |
|---|----|
| County Grant Process | 1 |
| Application | 3 |
| Request for Grant Fund Distribution | 5 |
| EMS Grant Program Change Request | 6 |
| EMS Grant Program Expenditure Report | 7 |
| General Conditions and Requirements | 8 |
| Financial | 8 |
| Rollovers | 8 |
| Disallowed Expenditures | 9 |
| Vehicles and Equipment | 9 |
| Transfer of Property | 9 |
| Requests for Change | 9 |
| Supplanting Funds | 9 |
| Deposit of Funds | 10 |
| Reports | 10 |
| Grant Signature | 10 |
| Records | 10 |
| Final Reports | 10 |
| Communications Equipment | 10 |
| Expenditures | 11 |
| Credit Statement | 11 |
| Financial and Compliance Audit Requirements | 11 |
| State Funded | 11 |
| Submission of Audit Reports | 12 |
| Records Retention | 13 |

DESCRIPTION OF PROGRAM

OVERVIEW:

The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 40I, Part II, F. S., to dispense grant funds. Forty-five (45) percent of these funds are made available to the 67 boards of county commissioners (BCCs) to improve and expand prehospital EMS systems in their county.

On-going costs for EMS and replacement of equipment cannot be funded under this grant program. These costs remain the responsibility of the counties and EMS agencies and organizations.

ELIGIBILITY:

EMS County grants are awarded only to BCCs. However, each BCCs is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available.

COUNTY GRANT PROCESS

APPLICATION FORM:

BCCs must <u>copy and complete the form</u> titled "EMS County Grant Application, DH Form 1684, June 2002". The BCCs will return the county grant application and resolution (item 4 on the application) to the department.

NOTICE OF GRANT AWARD:

The Department shall send a Notice of Grant Award letter to the BCCs. This is the BCCs official notice that its grant application has been approved for funding. The letter and its attachments will include the amount of the award, the beginning and ending dates of the grant, due dates for required reports, the approved budget, and additional grant conditions, if any.

APPLICATION SUBMISSION:

The BCCs must submit:

1. A completed application (DH Form 1684, June 2002) with original signatures of the authorized county official.

 A county resolution certifying the EMS county grant funds received shall be used to improve and expand prehospital EMS and that the funds will not be used to supplant existing county EMS budget allocations (item 4 in the application).

A complete EMS County Grant packet consists of the above two items. <u>No copies are</u> required.

Mail the application to:

County Grant Emergency Medical Services 4052 Bald Cypress Way, Bin C18 Tallahassee, Florida 32399-1738

Retain this application packet because it contains the grant conditions and requirements, and other information and forms needed.

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code - leave this blank) C6

| 1. County Name: | Seminole | |
|-------------------|--|--------|
| Business Address: | 1101 East First St | |
| | Sanford, FL 32771 | |
| Telephone: | 407-665-7201 | |
| Federal Ta | x ID Number (Nine Digit Number). VF 59-6000856 | ······ |

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application. Signature: Date:

 Printed Name: Carlton D. Henley

Position Title: Chairman

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

| Name: | Angel J. Nater | |
|-----------------|---------------------|---|
| Position Title: | Program Manager, EM | S Performance Management |
| Address: 15 | 0 Bush Blvd | |
| Sa | anford, FL 32773 | |
| | | an anna an an anna an an an an an an an |
| Telephone: 40 | 7-665-5127 | Fax Number:407-665-5036 |

E-mail Address: ANater@seminolecountyfl.gov

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

EMS Performance Management - EMS Trust

DH Form 1684, Rev. June 2002

BUDGET PAGE

A. Salaries and Benefits:

| For each position title, provide the amount of salary per hour, FICA p hour, other fringe benefits, and the total number of hours. | er (Give Line Totals Only) Amount |
|---|--------------------------------------|
| N/A | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| TOTAL Salaries | \$0.00 |
| TOTAL FICA | \$0.00 |
| Grand total Salaries and FICA | \$0.00 |

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified as operating capital outlay (see next category).

| List the item and, if applicable, the quantity | pplicable, the quantity (Give Line Totals Only) Amount | |
|--|---|--|
| See Attached | | |
| | | |
| | | |
| | | |
| an | | |
| | | |
| | MR -1 | |
| TOTAL | \$96,084.0 | |

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

| List the item and, if applicable, the quantity | (Give Line Totals Only) Amount |
|--|-----------------------------------|
| 60.642 Equipment >\$4999 | \$50,000.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| TOTAL | \$50,000.00 |
| Grand Total | \$146,084.00 |

DH Form 1684, Rev. June 2002

Budget Page "B" Expenses:

| List Item | Amount |
|------------------------------------|----------------|
| 30.40 Travel & Per Diem | \$2,500 |
| 30.44 Rentals & Leases | \$1,000 |
| 30.46 Repair & Maintenance | \$15,000 |
| 30.47 Printing & Binding | \$400 |
| 30.499 Other Charges & Obligations | \$500 |
| 30.51 Office Supplies | \$1,500 |
| 30.52 Operating Supplies | \$67,184 |
| 30.54 Books, Pubs, Subs, Membs | <u>\$8,000</u> |
| | \$96,084 |

FLORIDA DEPARTMENT OF HEALTH EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

| In accordance with the provisions of Section 401.113(EMS grant fund distribution for the improvement and | | |
|--|---------------------------------------|-------------------------|
| | - | |
| DOH Remit Payment To: | | |
| Name of Agency: Seminole County BCC | | |
| Mailing Address: 1101 East First St | | |
| C | | |
| | ··· · · · · · · · · · · · · · · · · · | |
| Federal Identification Number: 596000856 | ····· | · · · · · |
| Authorized Official: | | ······ |
| Signature | | Date |
| Carlton D. Henley, Chairman, | | |
| | Type Name and Title | |
| Sign and return this page v | vith your application | to: |
| Florida Departn | nent of Health | |
| BEMS Gran | | |
| 4052 Bald Cypres. | • | |
| Tallahassee, Flori | da 32399-1738 | |
| Do not write below this line. For use by Bureau of | of Emergency Medical | Services personnel only |
| Grant Amount For State To Pay: \$ | Grant ID | Code: <u>C6</u> |
| Approved By: | | 1 1 |
| Approved By: Signature of EMS Grant Officer | | ate |
| State Fiscal Year: 2007 - 2008 | | |
| Organization Code E.O. OCA | Object Code | Category |
| 64-42-10-00-000 05 SF005 | 750000 | 059998 |
| Federal Tax ID: VF | | |
| Grant Beginning Date: <u>10 / 1 / 2007</u> | Grant Ending Date | :09 / 30 / 2008 |

DH Form 1767P, Rev. June 2002

Department of Health EMS GRANT PROGRAM CHANGE REQUEST

Name of Grantee: ____ CHANGE TO CHANGE FROM **BUDGET LINE ITEM** \$ \$ TOTAL

Grant ID Code:

| Justification For Change: | |
|--|---------|
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| | |
| | |
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| · · · · · · · · · · · · · · · · · · · | |
| | |
| Signature of Authorized Official | Date |
| For department use only. | |
| Approved Yes No Change No: | <u></u> |
| | |
| Department's Authorized Representative | Date |
| | |

Department of Health EMS GRANT PROGRAM EXPENDITURE REPORT

| Name of Grantee: | Grant ID Code: | |
|---|----------------|-------|
| Time Period Covered: Beginning Date: | Ending Date: | |
| Earned Interest: Amount \$; as of Day Mo | nth Year | |
| Final Report (Check one): Yes No | | |
| Major Line Items | | TOTAL |
| Approved Budget Expenditure by Major Line Item(s) | | \$ |
| | | |
| | | |
| | | |
| | | : |
| TOTAL BUDGETED EXPENDITURES | | \$ |

| \$ |
|----|
| |
| |
| |
| |
| \$ |
| |

BALANCE (Budgeted Less Actual Expenditures)

Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.

I certify the above reports are true and correct. Expenditures were made only for items allowed by the above referenced grant.

Signature of Authorized Official

Date

\$

DH Form 1684A, Rev. June 2002

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned an unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditures beyond this budget are the full responsibility of the grantee.

ROLLOVERS

Any unencumbered EMS county grant program funds as of September 30, of each year, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

VEHICLES AND EQUIPMENT

The grantee shall own all items, including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

TRANSFER OF PROPERTY

A private organization owning any equipment funded through the grant program in whole or in part and purchased that equipment to provide services for a municipality, county or other public agency ceasing operation within five years of the ending date of a grant awarded to the organization shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to a contract ending as well as any other reason.

REQUESTS FOR CHANGE

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

- 1. Changes in the project activities.
- 2. Redistribution of the funds between entities or equipment approved.
- 3. Establishing a new line item in the budget.
- 4. Changing a salary rate more than 10%.

SUPPLANTING FUNDS

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

DEPOSIT OF FUNDS

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

REPORTS

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

GRANT SIGNATURE

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

RECORDS

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

FINAL REPORTS

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

COMMUNICATIONS EQUIPMENT

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

EXPENDITURES

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less that

\$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements. including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

SUBMISSION OF AUDIT REPORTS

Copies of the audit report and any management letter by the independent auditors, or attestation statement, required by this attachment shall be submitted within 180 days after the end of the grantee's fiscal year to the following, unless otherwise required by F. S.:

A. Send one copy to:

Florida Department of Health Contract Administrative Monitoring Unit 4052 Bald Cypress Way, BIN B01 Tallahassee, Florida 32399-1729

B. Submit to this address only those audits performed or attestation statements prepared in accordance with Section 215.97, F. S.:

Send two copies to:

Auditor General's Office Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

C. Do not send this report to the state Bureau of EMS.

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of <u>five years</u> from the date the audit report is issued, unless extended in writing by the department.

RESOLUTION NO. 2007 - R - 28

SEMINOLE COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners of Seminole County, Florida is charged with the duty of protecting the health, safety, and welfare of its citizens; and

WHEREAS, the providing of emergency medical services within Seminole County is felt to be essential to prevent disabilities and needless loss of life and health caused by accidents, sudden or acute illnesses and other calamities that may be suffered by the citizens of Seminole County or visitors therein; and

WHEREAS, it is in the interest of public safety and welfare in Seminole County that local pre-hospital emergency medical service providers be adequately staffed, equipped, maintained, and coordinated in order to provide the most competent and efficient pre-hospital emergency medical service possible; and

WHEREAS, the Legislature of the State of Florida has passed into law Chapter 316, Florida Statutes, which provides for the collection of a surcharge of Twenty-five and No/100 Dollars (\$25.00) on fines imposed on alcohol or drug related traffic offenses and a surcharge of Five and No/100 Dollars (\$5.00) on fines imposed on all other moving traffic violations; and

WHEREAS, these monies are to be deposited in the Emergency Medical Services Trust Fund created in Chapter 401.345, Florida Statutes, and shall be used solely to improve and expand pre-hospital emergency medical services in the State, with forty-five percent (45%) of such monies being returned to the counties according to the proportion of the combined amount deposited in the Emergency Medical Services Trust Fund from the County. This forty-five percent (45%) is hereinafter referred

1

to as "Awards"; and

WHEREAS, it is a requirement of Chapter 64E-2030(3), Florida Administrative Code, implementing Section 401.345, Florida Statutes, that the Seminole County Board of County Commissioners adopt a resolution certifying that the County's share of Awards monies from the Emergency Medical Services Trust Fund will improve and expand the County's pre-hospital emergency medical services system and not be used to supplant existing budget resolutions; and

WHEREAS, it is a further requirement of Chapter 64-E, Florida Administrative Code, that when making annual application for an emergency medical services Award, the County shall submit the following documentation:

(a) Designation of a separate account into which the Awards monies are to be deposited;

(b) A proposed expenditure plan based on estimates of available funds;

(c) A work plan detailing goals and objectives and anticipating completion dates of the proposed projects; and

WHEREAS, the Seminole County Board of County Commissioners recognizes the value to the community of having an agency which will, after careful study and evaluation, recommend to this Board courses of action designed to meet the intent of this legislation and serve the pre-hospital emergency medical services needs of the community.

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

1. That it hereby adopts in Seminole County, Florida, the requirements of Chapter 401, Florida Statutes and Chapter 64E-2, Florida Administrative Code, as they may from time to time be amended to improve and expand pre-hospital emergency medical service within the community.

2. That the EMS Performance Management be responsible for

2

surveying, studying, evaluation, and providing recommendations for utilization of Emergency Medical Services Trust Fund monies to improve and expand all aspects of emergency medical services in Seminole County, Florida and in those surrounding counties which may choose to cooperate. The Emergency Medical Services Trust Fund monies shall not be used to supplant existing budget resolutions.

3. The Board shall look to the EMS Performance Management for advice and recommendation in all matters involving emergency medical services in Seminole County, Florida and adjoining counties when

involved in joint projects. this 13 day of February 2007. ADOPTED

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FRORIDA By: By: Buin Inling

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

ATTEST:

ARLTON HENLEY, Chairman

Jebruary 14, 2007 Date:

AC/jr/ 01/10/07 P:\Users\jroyal\Public Safety\Resolution-EMS Trust-2007.doc

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>BAR #07-93 - \$307,826,313 - Various Funds - Various Departments - Project</u> <u>Carryforward</u>

| DEPARTMENT: Fiscal Services | DIVISION: Budget | |
|-----------------------------|------------------------------|--------------------------|
| AUTHORIZED BY: Lisa Spriggs | CONTACT: Fred Coulter | EXT : <u>7180</u> |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-93 through various funds reducing project budgets by \$307,826,313 in FY 2006/07 in order to reflect the carryforward of available project funds from FY 2006/07 to the FY 2007/08 Adopted Budget.

County-wide

Lin Polk

BACKGROUND:

Budgeted projects routinely cross from one fiscal year to the next fiscal year. In order to provide funding for an ongoing project in the new fiscal year (FY 2007/08), the available balance for that project is included as a carryforward during the Second Public Hearing (September 25, 2007, 7:00 pm) and included in the Adopted Budget.

The attached Budget Amendment Request removes the funds from FY 2006/007 that have been carried forward as part of the Adopted Budget for FY 2007/08. By removing the funds from the FY 2006/07 project budgets, unanticipated expenditures made in FY 2006/07 will be readily identifiable. Additionally, calculation of the remaining project encumbrances will also be facilitated, in preparation for the second phase of the project carryforward process presented to the Board in December.

(Fiscal Year 2006/07 Budget Amendment)

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-93 through various funds reducing project budgets by \$307,826,313 in FY 2006/07 in order to reflect the carryforward of available project funds from FY 2006/07 to the FY 2007/08 Adopted Budget.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

| 2007-R- | BUDGET AMENDMENT REQUEST | FS Recommen | dation |
|----------|---|-----------------------------------|------------------------|
| TO: | Seminole County Board of County Commissioners | <u>Fredrik Coulter</u> Analyst | <u>9/18/07</u> Date |
| FROM: | Department of Fiscal Services | | |
| SUBJECT: | Budget Amendment Resolution | Budget Manager | Date |
| | Department: Various | Director | Date |
| | Fund(s): Various | BAR 07-93 | |
| PURPOSE: | To remove project budgets from FY 2006/07 which | BAR | |

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

Resolution.

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

Sources:

| Account Number | Project # | Account Title | Amount |
|-------------------------|-----------|---------------|----------------|
| See Attached | | | \$ 307,826,313 |
| Total Sources | | | \$ 307,826,313 |
| Uses: Account Number | Project # | Account Title | Amount |
| See Attached | | | \$ 307,826,313 |
| Total Uses | | | \$ 307,826,313 |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-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

Date:

Entered by County Finance Department

By:_____ Carlton Henley Chairman

Date: _____

Date: _____

| Sources: | Duciast " | A = = = | A |
|------------------------------------|-----------------------|--|----------------------|
| Account Number 00100.110108.530340 | Project # 00110108 | <u>Account Title</u> Contracted Services | Amount \$ 246,406 |
| | | (TREE REPLACEMENT) | |
| 00100.110200.530310 | 00110205 | Professional Services (COMPREHENSIVE PLAN) | 11,078 |
| 00100.110200.530310 | 00110206 | Professional Services (LAND DEVELOPMENT CODE) | 224,684 |
| 00100.110200.530310 | 00110209 | Professional Services (EVALUATION & APPRAISAL REPORT) | 26,838 |
| 00100.140200.560650 | 00129501 | Construction In Progress (Telephone System Refresh) | 649,660 |
| 00100.010560.560650 | 00207301 | Construction In Progress (HEROES MEMORIAL PARK) | 300,000 |
| 00100.140200.560650 | 00219501 | Construction In Progress (COPS GRANT INTERLOCAL AGREEMEN) | 3,350 |
| 00100.010560.560650 | 00234802 | Construction In Progress (RENOVATION HEALTH DEPT-AIRPORT) | 408,800 |
| 00100.010560.560650 | 00234901 | Construction In Progress (PSB Security Sy Access Upgrade) | 148,584 |
| 00100.010560.560650 | 00235001 | Construction In Progress (PSB Fire Alarm System Upgrade) | 239,340 |
| 00100.010560.560650 | 00235701 | Construction In Progress (Juvenile Justice Center - HVAC) | 3,368 |
| 00100.010560.560650 | 00236601 | Construction In Progress (Cty Services Bldg-Roof Repl.) | 998,505 |
| 00100.010560.560650 | 00240801 | Construction In Progress (Cty Services Bldg /HVAC Repl) | 19,906 |
| 00100.010500.560610 | 00243101 | Land (LAND AT FIVE POINTS) | 10,264,814 |
| 00100.010560.560650 | 00245601 | Construction In Progress (CENTRAL LIBRARY HVAC) | 11,699 |
| 00100.140200.560642 | 00249201 | Equipment >\$4999 (COMMUNICATION TOWER REPLACE) | 107,058 |
| 00100.043800.530340 | 00252101 | Contracted Services (TRAILS SIGNAGE IMPROVE) | 125,414 |
| 00100.010560.560650 | 00254401 | Construction In Progress (PUBLIC SAFETY A/C UNIT) | 139,882 |
| 00100.010560.560650 | 00254801 | Construction In Progress (ADDITIONAL KENNEL RUNS) | 232,710 |
| 00100.044500.530340 | 00260301 | Contracted Services (SANFORD HERALD IMAGING PROJECT) | 234,500 |
| 00100.043800.580821 | 00261201 | Aid To Private Organizations (LAKE MARY HIGH POOL) | 1,200,000 |
| 00100.010560.530310 | 00274129 | Professional Services (HVAC STUDY) | 4,848 |
| 00100.056200.530460 | 00274801 | Repairs and Maintenance (ANIMAL SERVICES FIRE) | 7,515 |
| 00100.056200.530521 | 00274801 | Equipment \$1000-\$4999 (ANIMAL SERVICES FIRE) | 19,792 |
| 00100.056200.560642 | 00274801 | Equipment >\$4999 (ANIMAL SERVICES FIRE) | 13,745 |
| 00100.010560.560650 | 00274801 | Construction In Progress (ANIMAL SERVICES FIRE) | 812,404 |
| 00100.110108.530340 | | Contracted Services | 13,275 |
| 00104.043804.580811 | 80000006 | Aid To Governmental Agencies (BOATING IMPROVE CASSEL) | 46,200 |
| 10101.077501.560670 | 00175501 | Roads (SIX LANING 434 B/N MAITLAND BL) | 999 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|---|-----------|
| 10101.077501.560680 | 00175502 | Construction & Design (JPP/SR434 SIXLANE/MAITLAND-436) | 22,440 |
| 10101.077501.560680 | 00175503 | Construction & Design (SR 434 SIX LANE/MAITLAND - 436) | 22,440 |
| 10102.110203.530490 | 00110203 | Other Charges/Obligations (DEVELOPERS COMMITTMENT BUS SHE) | 169,009 |
| 11200.056100.560650 | 00179301 | Construction in Progress (NEW FIRE STATION 13) | 70,335 |
| 11200.056100.560650 | 00189301 | Construction in Progress (Renovations to Fire Stations) | 471,466 |
| 11200.010569.560650 | 00225301 | Construction In Progress (Renovations For Fire Station) | 8,895 |
| 11200.056100.560650 | 00226101 | Construction in Progress (Fire Training Facility) | 477,930 |
| 11200.056100.560620 | 00235001 | Buildings (PSB Fire Alarm System Upgrade) | 23,830 |
| 11200.056100.560620 | 00254401 | Buildings (PUBLIC SAFETY A/C UNIT) | 85,000 |
| 11200.056100.560650 | 00256001 | Construction in Progress (FIRE STATION 27 EXPANSION) | 439,186 |
| 11200.056100.560610 | 00258001 | Land (FIRE STATION 29) | 750,000 |
| 11200.056100.560630 | 00258401 | Improvements Oth Than Bld (Lockhart Smith Canal) | 125,000 |
| 11200.056100.560650 | 00258401 | Construction In Progress (Lockhart Smith Canal) | 233,144 |
| 11200.056100.530460 | 00261401 | Repairs and Maintenance (Fire Station 23) | 342,805 |
| 11500.077515.560610 | 00005801 | Land (UPSALA RD (C-15) - 46 TO 17-92) | 3,862,953 |
| 11500.077515.560670 | 00005801 | Roads (UPSALA RD (C-15) - 46 TO 17-92) | 9,500,000 |
| 11500.077515.560670 | 00006102 | Roads (AIRPORT BLVD II & III) | 259,016 |
| 11500.077515.560610 | 00006202 | Land (BUNNELL ROAD/EDEN PARK AVE) | 230,000 |
| 11500.077515.560610 | 00006301 | Land (CHAPMAN ROAD/S.R. 426-S.R. 43) | 3,620,023 |
| 11500.077515.560680 | 00006301 | Construction & Design (CHAPMAN ROAD/S.R. 426-S.R. 43) | 17,413 |
| 11500.077515.560610 | 00010701 | Land (SILVER LAKE DR/AIRPORT ENTR.) | 1,263,227 |
| 11500.077515.560670 | 00010701 | Roads (SILVER LAKE DR/AIRPORT ENTR.) | 750,000 |
| 11500.077515.560670 | 00011401 | Roads (C.R. 46A/COUNTRY CLUB-OLD LAK) | 128,914 |
| 11500.077515.560670 | 00012401 | Roads (LAKE DRIVE/SEMINOLA BLVD-TUSK) | 107,086 |
| 11500.077515.560670 | 00012403 | Roads (LAKE DRIVE SNOCWTA) | 14,448 |
| 11500.077515.560680 | 00014601 | Construction & Design (WYMORE ROAD/ORANGE COUNTY LIN) | 19,791 |
| 11500.077515.560670 | 00024202 | Roads (Howell Br/Lk Howell/SR436 Ldsc) | 64,000 |
| 11500.077515.560610 | 00054101 | Land (LAKE EMMA ROAD/SAND POND RD-L) | 1,367,001 |
| 11500.077515.560650 | 00229201 | Construction in Progress (LIGHTING I-4 PEDESTRIAN BRIDGE) | 230,936 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|------------|
| 11500.077415.560650 | 00234502 | Construction In Progress (MARKHAM WDS RD & DRAINAGE IMPR) | 75,000 |
| 11500.077515.580811 | 00251401 | Aid To Governmental Agencies (RAIL RELATED TRANSIT) | 23,237,000 |
| 11541.077641.560650 | 00008302 | Construction In Progress (STWTR SWEETWATER COVE TRIBUTA) | 1,000,000 |
| 11541.077641.560650 | 00009202 | Construction In Progress (STWTR LITTLE ECON BASIN DEFICI) | 246,897 |
| 11541.077641.560650 | 00174503 | Construction In Progress (STWTR -SR 434 SEDIMENTION BASI) | 800,000 |
| 11541.077541.560650 | 00187704 | Construction in Progress (SR 434 OVERPASS AT SEMINOLE WE) | 1,864,714 |
| 11541.077541.560670 | 00191622 | Roads (ENG-BEARDALL AVE) | 501,610 |
| 11541.077541.560670 | 00191623 | Roads (RED BUG LAKE AT TUSKAWILLA) | 10,264 |
| 11541.077541.560680 | 00191636 | Construction & Design (ENG-CR431 (ORANGE BLVD)) | 77,423 |
| 11541.077541.560670 | 00191640 | Roads (COUNTRY CLUB RD (RANTOUL LANE)) | 1,680,000 |
| 11541.077541.560680 | 00191640 | Construction & Design (COUNTRY CLUB RD (RANTOUL LANE)) | 22,270 |
| 11541.077541.560680 | 00191642 | Construction & Design (SR436@Maitland Av (Minor Projec) | 41,992 |
| 11541.077541.560680 | 00191646 | Construction & Design (SR426/Tusakawilla to 417 (Minor) | 316,226 |
| 11541.077541.560670 | 00191648 | Roads (SR436@Howell Br (Minor Projects)) | 133,710 |
| 11541.077541.560680 | 00191649 | Construction & Design (SR436@Hunt Club (Minor Projects)) | 33,637 |
| 11541.077541.560680 | 00191650 | Construction & Design (SR46A@US 17/92 (Minor Projects)) | 30,113 |
| 11541.077541.560610 | 00191651 | Land (UPSALA ROAD - 90 DEGREE CURVE) | 45,000 |
| 11541.077541.560680 | 00191651 | Construction & Design (UPSALA ROAD - 90 DEGREE CURVE) | 10,637 |
| 11541.077541.560670 | 00192001 | Roads (MARKHAM WOODS ROAD) | 104,750 |
| 11541.077541.560670 | 00192007 | Roads (ENG-WEKIVA SPRINGS RD) | 184,355 |
| 11541.077541.560670 | 00192008 | Roads (ENG-WEKIVA SPRINGS RD) | 2,183,439 |
| 11541.077541.560670 | 00192014 | Roads (BEAR LAKE ROAD (COUNTY LINE TO)) | 2,328,654 |
| 11541.077541.560680 | 00192015 | Construction & Design (W MARKHAM WDS(WILLSMN-LM)) | 35,336 |
| 11541.077541.560680 | 00192016 | (MARKHAM WDS RD LM BLVD-MARKHAR) | 47,500 |
| 11541.077541.560650 | 00192401 | Construction in Progress (PED. OVERPASS AT LAKE MARY ELE) | 100,000 |
| 11541.077541.560650 | 00192509 | Construction in Progress (COUNTY SIDEWALK PROGRAM/DIKE R) | 84,981 |
| 11541.077541.560650 | 00192531 | Construction in Progress (GREENWAY BLVD) | 350,000 |
| 11541.077541.560650 | 00192549 | Construction in Progress (Pearl Lake Causeway) | 13,727 |
| 11541.077541.560650 | 00192550 | Construction in Progress (CR 419 SIDEWALK) | 250,000 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|-----------|
| 11541.077541.560650 | 00192552 | Construction in Progress (CR 415) | 378,000 |
| 11541.077541.560650 | 00192554 | Construction in Progress (Longwood Hills) | 315,000 |
| 11541.077541.560650 | 00192556 | Construction in Progress (Raymond Avenue) | 149,000 |
| 11541.077541.560650 | 00192557 | Construction in Progress (Gabriella Lane) | 50,000 |
| 11541.077541.560650 | 00192558 | Construction in Progress (Eastbrook Boulevard) | 25,000 |
| 11541.077541.560650 | 00192560 | Construction in Progress (Greenwood) | 411,047 |
| 11541.077541.560650 | 00192572 | Construction in Progress (PARK DRIVE SIDEWALK) | 100,000 |
| 11541.077541.560650 | 00192573 | Construction in Progress (CR 427 SIDEWALK(LW TO LM)) | 630,000 |
| 11541.077541.560650 | 00192574 | Construction in Progress (SUMMERLINE AVENUE SIDEWALK) | 364,145 |
| 11541.077541.560650 | 00192581 | Construction in Progress (CR 419 @ECON PED BRIDGE) | 43,092 |
| 11541.077541.560680 | 00192594 | Construction & Design (SNOWHILL ROAD SIDEWALK) | 14,186 |
| 11541.077541.560680 | 00192598 | Construction & Design (Oviedo CR 419 at Reed Avenue Sidewalk) | 18,990 |
| 11541.077541.560650 | 00196901 | Construction in Progress (PED. OVERPASS AT RED BUG ELEME) | 3,966,117 |
| 11541.077541.560670 | 00197001 | Roads (17-92 SANFORD LAKEFRONT PROJEC) | 2,900,000 |
| 11541.077741.560670 | 00202317 | Roads (PLUMOSE AVE RAILROAD CROSSING) | 142,582 |
| 11541.077741.560680 | 00202317 | Construction & Design (PLUMOSE AVE RAILROAD CROSSING) | 12,500 |
| 11541.077741.560670 | 00202333 | Roads (Maitland Av/SR436 to Co Line/D) | 9,700 |
| 11541.077741.560670 | 00202334 | Roads (Howell Br/SR426 to Co Line/Dom) | 11,120 |
| 11541.077741.560670 | 00202337 | Roads (CR419/Lockwood to 2nd St/Domes) | 3,862 |
| 11541.077641.560650 | 00203002 | Construction In Progress (STWTR MONROE BASIN DEFICIENCY) | 66,088 |
| 11541.077541.560670 | 00205202 | Roads (OVIEDO-CTY/CITY COST SHARED PR) | 5,750,000 |
| 11541.077541.560680 | 00205202 | Construction & Design (OVIEDO-CTY/CITY COST SHARED PR) | 61,518 |
| 11541.077541.560670 | 00205204 | Roads (Altamonte Ped Overpass-Cost Sh) | 2,000,000 |
| 11541.077541.560680 | 00205302 | Construction & Design (SR 434/MONTGOMERY TO I-4) | 140,854 |
| 11541.077541.560680 | 00205303 | Construction & Design (SR 434/I-4 TO PALM SPRINGS-RAN) | 29,354 |
| 11541.077541.560650 | 00205401 | Construction in Progress (LAKE MARY BL @ RINEHART (OR)) | 113,037 |
| 11541.077741.560680 | 00205726 | Construction & Design (NETWORK AS-BUILTS) | 200,000 |
| 11541.077541.560650 | 00206201 | Construction in Progress (DYSON DRIVE SCHOOL SAFETY SIDE) | 335,001 |
| 11541.077541.560680 | 00206201 | Construction & Design (DYSON DRIVE SCHOOL SAFETY SIDE) | 50,000 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|-----------|
| 11541.077641.560610 | 00209102 | Land (ANCHOR ROAD DESIGN) | 535,000 |
| 11541.077641.560680 | 00209102 | Construction & Design (ANCHOR ROAD DESIGN) | 5,029 |
| 11541.077641.560650 | 00209103 | Construction In Progress (LAKE HOWELL ROAD/DESIGN) | 85,365 |
| 11541.077641.560610 | 00209106 | Land (WEKIVA PARK DRIVE) | 50,000 |
| 11541.077641.560650 | 00209106 | Construction In Progress (WEKIVA PARK DRIVE) | 350,000 |
| 11541.077641.560680 | 00209108 | Construction & Design (Lincoln Heights/Minor Projects) | 350,000 |
| 11541.077641.560650 | 00209113 | Construction In Progress (Red Bug Lake Dr east of SR 436) | 400,000 |
| 11541.077641.560680 | 00209113 | Construction & Design (Red Bug Lake Dr east of SR 436) | 75,242 |
| 11541.077541.560610 | 00226301 | Land (RED BUG LAKE RD @ SR 436 INTER) | 6,740,890 |
| 11541.077541.560680 | 00226301 | Construction & Design (RED BUG LAKE RD @ SR 436 INTER) | 348,612 |
| 11541.077541.560670 | 00226501 | Roads (US 17-92 TO FERNWOOD) | 1,038,481 |
| 11541.077541.560670 | 00226502 | Roads (17/92 ORNGE CNTY TO LK OF WOOD) | 77,200 |
| 11541.077441.560670 | 00227017 | Roads (SW ROAD FM COUNTRY CLUB TO ROO) | 95,700 |
| 11541.077441.560670 | 00227024 | Roads (Snow Hill Rd/Ave H to payment) | 71,500 |
| 11541.077441.560670 | 00227025 | Roads (Marquette/Beardall to E Lk Mar) | 77,116 |
| 11541.077441.560670 | 00227026 | Roads (Beardall/SR46 to Marquette) | 214,200 |
| 11541.077641.560650 | 00228301 | Construction In Progress (SYLVAN LK/ YANKEE LK SUBBASIN) | 130,000 |
| 11541.077541.560650 | 00229202 | Construction in Progress (US 17/92@Gen Hutchinson Ped Ov) | 629,454 |
| 11541.077541.560670 | 00229203 | Roads (OSPREY RAIL ROAD CROSSING) | 6,621 |
| 11541.077541.560680 | 00229204 | Construction & Design (Aloma@Red Bug Ped Overpass) | 74,709 |
| 11541.077541.560680 | 00229205 | Construction & Design (Lk Mary/Intl Dr Ped Overpass) | 437,500 |
| 11541.077641.560650 | 00233801 | Construction In Progress (JPP/CLUB II REG STORMWATER FAC) | 136,332 |
| 11541.077441.560670 | 00247601 | Roads (SUPPLIMENTAL ROADS - GROUP 1) | 98,310 |
| 11541.077441.560680 | 00247602 | Construction & Design (SUPPLIMENTAL ROADS - GROUPII) | 100,000 |
| 11541.077441.560670 | 00247617 | Roads (ESTHER LANE) | 45,000 |
| 11541.077441.560670 | 00247618 | Roads (GENE GABLES CIRCLE) | 55,000 |
| 11541.077441.560670 | 00247619 | Roads (EAST LAKEVIEW CIRCLE) | 35,000 |
| 11541.077441.560670 | 00247620 | Roads (PALM CIRCLE) | 30,000 |
| 11541.077441.560670 | 00247623 | Roads (ALPINE) | 40,000 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|-----------|
| 11541.077441.560670 | 00247624 | Roads (EAST CITRUS STREET) | 45,000 |
| 11541.077441.560670 | 00247625 | Roads (RAYMOND AVENUE) | 40,000 |
| 11541.077441.560670 | 00247626 | Roads (WEST MARVIN STREET) | 40,000 |
| 11541.077441.560670 | 00247631 | Roads (PALM DRIVE - DISTRICT 2A) | 49,000 |
| 11541.077441.560670 | 00247701 | (OAKLANDO RD/MATTHEWS TO NORTHW) | 50,000 |
| 11541.077441.560680 | 00247701 | Construction & Design (OAKLANDO RD/MATTHEWS TO NORTHW) | 20,000 |
| 11541.077441.560670 | 00247703 | Roads (28TH / PARK TO OAK) | 17,000 |
| 11541.077441.560680 | 00247703 | Construction & Design (28TH / PARK TO OAK) | 20,000 |
| 11541.077441.560670 | 00247705 | (ORANGE/HOWARD TO HOUSE 2290) | 56,000 |
| 11541.077441.560670 | 00247706 | Roads (MAGNOLIA/27TH TO PAVEMENT CHAN) | 129,900 |
| 11541.077441.560670 | 00247708 | Roads (WALKER ROAD) | 75,000 |
| 12601.077521.560670 | 00006102 | Roads (AIRPORT BLVD II & III) | 374,211 |
| 12601.077521.560670 | 00011401 | Roads (C.R. 46A/COUNTRY CLUB-OLD LAK) | 484,959 |
| 12601.077521.560670 | 00024202 | (Howell Br/Lk Howell/SR436 Ldsc) | 136,000 |
| 12602.077522.560610 | 00054101 | Land (LAKE EMMA ROAD/SAND POND RD-L) | 408,326 |
| 12603.077523.560610 | 00006202 | Land (BUNNELL ROAD/EDEN PARK AVE) | 270,000 |
| 12603.077523.560680 | 00014601 | Construction & Design (WYMORE ROAD/ORANGE COUNTY LIN) | 33,400 |
| 12604.077524.560610 | 00006301 | Land (CHAPMAN ROAD/S.R. 426-S.R. 43) | 2,516,023 |
| 12604.077524.560680 | 00006301 | Construction & Design (CHAPMAN ROAD/S.R. 426-S.R. 43) | 12,101 |
| 12605.077525.560670 | 00012401 | Roads (LAKE DRIVE/SEMINOLA BLVD-TUSK) | 390,587 |
| 12801.123000.560610 | 00249501 | Land (FIRE STATION 19 - LAND ACQ) | 750,000 |
| 12801.123000.560650 | 00249501 | Construction In Progress (FIRE STATION 19 - LAND ACQ) | 500,000 |
| 12901.033809.560650 | 00045204 | Construction In Progress (COURTHOUSE A&E AND RENOVATION) | 185,975 |
| 12902.033808.530521 | 00045204 | Equipment \$1000-\$4999 (COURTHOUSE A&E AND RENOVATION) | 7,500 |
| 12902.033808.560650 | 00045204 | Construction In Progress (COURTHOUSE A&E AND RENOVATION) | 187,664 |
| 12903.033810.560650 | 00045204 | Construction In Progress (COURTHOUSE A&E AND RENOVATION) | 190,000 |
| 13000.077600.560680 | 00008302 | Construction & Design (STWTR SWEETWATER COVE TRIBUTA) | 533,444 |
| 13000.077600.560650 | 00174503 | Construction in Progress (STWTR -SR 434 SEDIMENTION BASI) | 269,652 |
| 13000.077600.560680 | 00174503 | Construction & Design (STWTR -SR 434 SEDIMENTION BASI) | 17,909 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|------------|
| 13000.077600.560650 | 00192701 | Construction In Progress (NAVY CANAL REGIONAL STMWTR FAC) | 50,000 |
| 13000.077600.560610 | 00202402 | Land (LOCKHART/SMITH CANAL CONVEYANC) | 130,000 |
| 13000.077600.560650 | 00202402 | Construction in Progress (LOCKHART/SMITH CANAL CONVEYANC) | 2,233 |
| 13000.077530.560680 | 00202404 | Construction & Design (Six Mile Canal Phase I) | 70,000 |
| 13000.077600.560650 | 00203002 | Construction in Progress (STWTR MONROE BASIN DEFICIENCY) | 297,003 |
| 13000.077600.560650 | 00229104 | Construction in Progress (ALEXANDER AVE) | 4,812 |
| 13000.077600.560650 | 00229109 | Construction in Progress (PEARL LK/PRAIRE LK OUTFALL) | 173,000 |
| 13000.077430.530310 | 00233801 | Professional Services (JPP/CLUB II REG STORMWATER FAC) | 150,000 |
| 13000.077600.560650 | 00241701 | Construction in Progress (Joint Participation Proj -IFAS) | 2,600,000 |
| 13000.077600.560610 | 00241801 | Land (Demolition - IFAS) | 235,090 |
| 13000.077530.560680 | 00243001 | Construction & Design (MYRTLE LAKE HILLS DRAIN IMP.) | 13,124 |
| 13000.077530.560680 | 00259501 | Construction & Design (GRACE LAKE) | 53,137 |
| 30600.010584.560650 | 00231601 | Construction In Progress (SOLDIERS CREEK BASEBALL IMPROV) | 56,903 |
| 30600.010584.560650 | 00234601 | Construction In Progress (JETTA POINT PARK) | 8,738,559 |
| 32000.010575.560650 | 00273501 | Construction In Progress (JAIL EXPANSION 2006) | 31,944,784 |
| 32100.113020.560610 | 00118305 | Land (NATURAL LANDS FOR TRAILS DEVEL) | 2,163,646 |
| 32100.077533.560650 | 00187702 | Construction in Progress (TRAILS DEVELOPMENT) | 352,732 |
| 32100.077533.560610 | 00187703 | Land (Cross Seminole Trail - Greenway to Layer) | 118,204 |
| 32100.077533.560650 | 00187704 | Construction in Progress (SR 434 OVERPASS AT SEMINOLE WE) | 3,476,403 |
| 32100.077533.560650 | 00187711 | Construction in Progress (WINTER MILES TRAILHEAD) | 335,000 |
| 32100.077533.560650 | 00187713 | Construction in Progress (Cross Seminole Trail-Phase II) | 1,154,000 |
| 32100.077533.560650 | 00187714 | Construction in Progress (CROSS SEMINOLE TRAIL) | 1,314,511 |
| 32100.077533.560650 | 00187750 | Construction in Progress (WIRZ PARK TRAIL) | 1,000,000 |
| 32100.077533.560650 | 00187753 | Construction in Progress (CROSS SEMINOLE TRAIL) | 4,567,045 |
| 32200.010573.560650 | 00045204 | Construction In Progress (COURTHOUSE A&E AND RENOVATION) | 2,951,150 |
| 32200.010573.560650 | 00187801 | Construction In Progress (Criminal Justice Center) | 21,841 |
| 32200.010573.560610 | 00243101 | Land (LAND AT FIVE POINTS) | 119,875 |
| 40100.087801.560650 | 00024803 | Construction In Progress (SCADA SYSTEM UPGRADES) | 73,500 |
| 40100.087801.560650 | 00063601 | Construction In Progress (CHAPMAN RD UTILITY ADJUSTMENTS) | 18,387 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|-----------|
| 40100.087801.560650 | 00064501 | Construction In Progress (WATER DISTRIBUTION UPGRADES) | 227,074 |
| 40100.087801.560650 | 00064702 | Construction In Progress (LOCKWOOD RD WATER MAIN) | 188,367 |
| 40100.087801.560650 | 00065101 | Construction In Progress (LAKE EMMA RD UTILITY ADJUST) | 37,102 |
| 40100.087801.560650 | 00065201 | Construction In Progress (MINOR ROADS UTILITY UPGRADES) | 466,529 |
| 40100.087801.560650 | 00067201 | Construction In Progress (CR15 UTILITY ADJUSTMENTS) | 19,580 |
| 40100.087801.560650 | 00082904 | Construction In Progress (PUMP STATION UPGRADES) | 81,072 |
| 40100.087801.560650 | 00083101 | Construction In Progress (COLLECTION SYSTEM UPGRADES) | 45,957 |
| 40100.087801.560650 | 00115701 | Construction In Progress (CHEMICAL FEED SYSTEM UPGRADE) | 18,468 |
| 40100.087801.560650 | 00164301 | Construction In Progress (YANKEE LK ALTERNATIVE WATER) | 234,600 |
| 40100.087801.560650 | 00178101 | Construction In Progress (BUNNEL ROAD WATER MAIN RELOCAT) | 300,050 |
| 40100.087801.560650 | 00181601 | Construction In Progress (YANKEE LK SURFACE WATER PLANT) | 7,530,000 |
| 40100.087801.560650 | 00194101 | Construction In Progress (AUTOMATED VALVE INSTALLATION) | 88,575 |
| 40100.087801.560650 | 00195701 | Construction In Progress (WATER QUALITY PLANT UPGRADES) | 57,037 |
| 40100.087801.560650 | 00199901 | Construction In Progress (GREENWOOD LK SLUDGE SYSTEM) | 256,531 |
| 40100.087801.560650 | 00200401 | Construction In Progress (MARKHAM AQUIFER STORAGE WELL) | 121,075 |
| 40100.087801.560650 | 00201101 | Construction In Progress (CONSUMPTIVE USE PERMIT) | 176,872 |
| 40100.087801.560650 | 00203101 | Construction In Progress (SECURITY IMPROVEMENTS) | 142,173 |
| 40100.087801.560650 | 00216401 | Construction In Progress (IRON BRIDGE AGREEMENT) | 533,169 |
| 40100.087801.560650 | 00219201 | Construction In Progress (COMPUTERIZED MAINTENANCE MANAG) | 7,169 |
| 40100.087801.560650 | 00254201 | Construction In Progress (FDOT I-4 AT 17-92 RAMP B-1) | 290,198 |
| 40100.087801.560650 | 00255201 | Construction In Progress (UTILITY MASTER PLAN) | 152,909 |
| 40102.087879.560650 | 00021701 | Construction In Progress (OVERSIZING/EXTENSIONS-WATER) | 171,466 |
| 40102.087879.560650 | 00064606 | Construction In Progress (EAST LAKE DRIVE WATER MAIN) | 91,612 |
| 40102.087879.560650 | 00168801 | Construction In Progress (SE/LK HAYES WATER MAIN PH II) | 106,010 |
| 40102.087879.560650 | 00181601 | Construction In Progress (YANKEE LK SURFACE WATER PLANT) | 1,274,968 |
| 40102.087879.560650 | 00193101 | Construction In Progress (MARKHAM WOODS RD WTR MAIN) | 188,515 |
| 40102.087879.560650 | 00216601 | Construction In Progress (MARKHAM WATER TREATMENT PLANT) | 86,069 |
| 40102.087879.560650 | 00216701 | Construction In Progress (MARKHAM WTR TREATMENT PLT) | 1,888,264 |
| 40102.087879.560650 | 00249801 | Construction In Progress (CRA FERN PARK UTILITIES) | 64,413 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|------------|
| 40103.087880.560650 | 00021701 | Construction In Progress (OVERSIZING/EXTENSIONS-WATER) | 69,354 |
| 40103.087880.560650 | 00164301 | Construction In Progress (YANKEE LK ALTERNATIVE WATER) | 83,497 |
| 40103.087880.560650 | 00164501 | Construction In Progress (EASTERN REGIONAL RECLAIMED) | 1,256,535 |
| 40103.087880.560650 | 00164601 | Construction In Progress (OVIEDO/COUNTY RECLAIMED) | 210,255 |
| 40103.087880.560650 | 00181201 | Construction In Progress (YANKEE LK RD RECLAIM MAIN) | 1,242,010 |
| 40103.087880.560650 | 00182901 | Construction In Progress (GREENWOOD LK BOOSTER STATION) | 148,890 |
| 40103.087880.560650 | 00195201 | Construction In Progress (GWL SLUDGE-YANKEE LK RERATE) | 1,254,784 |
| 40103.087880.560650 | 00200901 | Construction In Progress (AAA DR RECLAIMED WATER MAIN) | 560,868 |
| 40103.087880.560650 | 00217101 | Construction In Progress (Heathrow Blvd Reclaim Main) | 1,294,966 |
| 40103.087880.560650 | 00217201 | Construction In Progress (Reclaimed Retrofit Phase II) | 30,687 |
| 40103.087880.560650 | 00217301 | Construction In Progress (RECLAIM RETROFITS PHASE I) | 44,183 |
| 40103.087880.560650 | 00217601 | Construction In Progress (AUGMENTATION WELLS NW RECLAIM) | 180,005 |
| 40103.087880.560650 | 00218001 | Construction In Progress (Sylvan Lake-Markham Force Main) | 83,240 |
| 40103.087880.560650 | 00223001 | Construction In Progress (Reclaimed Retrofit Phase II) | 325,018 |
| 40103.087880.560650 | 00249801 | Construction In Progress (CRA FERN PARK UTILITIES) | 72,274 |
| 40105.087817.560650 | 00024803 | Construction In Progress (SCADA SYSTEM UPGRADES) | 256,472 |
| 40105.087817.560650 | 00056601 | Construction In Progress (WATER SYSTEM REHABILITATIONS) | 105,529 |
| 40105.087817.560650 | 00064501 | Construction In Progress (WATER DISTRIBUTION UPGRADES) | 656,739 |
| 40105.087817.560650 | 00065101 | Construction In Progress (LAKE EMMA RD UTILITY ADJUST) | 1,989,804 |
| 40105.087817.560650 | 00065201 | Construction In Progress (MINOR ROADS UTILITY UPGRADES) | 296,509 |
| 40105.087817.560650 | 00067201 | Construction In Progress (CR15 UTILITY ADJUSTMENTS) | 1,053,951 |
| 40105.087817.560650 | 00082904 | Construction In Progress (PUMP STATION UPGRADES) | 42,360 |
| 40105.087817.560650 | 00083101 | Construction In Progress (COLLECTION SYSTEM UPGRADES) | 45,866 |
| 40105.087817.560650 | 00115701 | Construction In Progress (CHEMICAL FEED SYSTEM UPGRADE) | 56,297 |
| 40105.087817.560650 | 00164301 | Construction In Progress (YANKEE LK ALTERNATIVE WATER) | 1,662,563 |
| 40105.087817.560650 | 00168801 | Construction In Progress (SE/LK HAYES WATER MAIN PH II) | 3,234,362 |
| 40105.087817.560650 | 00178301 | Construction In Progress (COUNTRY CLUB WELL #3) | 598,988 |
| 40105.087817.560650 | 00181601 | Construction In Progress (YANKEE LK SURFACE WATER PLANT) | 33,215,927 |
| 40105.087817.560650 | 00182301 | Construction In Progress (WS/MARKHAM WOODS RD RECLAIMED) | 3,786,013 |

| Sources: Account Number | Project # | Account Title | Amount |
|----------------------------|-----------|--|------------|
| 40105.087817.560650 | 00193301 | Construction In Progress (LK MONROE GROUND STORAGE TANK) | 1,178,012 |
| 40105.087817.560650 | 00193601 | Construction In Progress (BEAR LK RD WATER INTERCONNECT) | 330,405 |
| 40105.087817.560650 | 00194901 | Construction In Progress (SAND LAKE RD FORCE MAIN ADJUST) | 115,186 |
| 40105.087817.560650 | 00195201 | Construction In Progress (GWL SLUDGE-YANKEE LK RERATE) | 13,843,280 |
| 40105.087817.560650 | 00195501 | Construction In Progress (WATER QUALITY IMPROVEMENTS) | 62,187 |
| 40105.087817.560650 | 00195701 | Construction In Progress (WATER QUALITY PLANT UPGRADES) | 1,065,671 |
| 40105.087817.560650 | 00201201 | Construction In Progress (EMERGENCY POWER AT CRITICAL LI) | 414,352 |
| 40105.087817.560650 | 00203101 | Construction In Progress (SECURITY IMPROVEMENTS) | 42,124 |
| 40105.087817.560650 | 00203201 | Construction In Progress (FWS WATER SYSTEM UPGRADES) | 806,595 |
| 40105.087817.560650 | 00203301 | Construction In Progress (FWS WATER PLANT UPGRADES) | 1,058,219 |
| 40105.087817.560650 | 00203801 | Construction In Progress (Fern Park Water Syst Upgrade) | 264,293 |
| 40105.087817.560650 | 00203901 | Construction In Progress (APPLE VALLEY PUMP STATION REPL) | 164,909 |
| 40105.087817.560650 | 00204001 | Construction In Progress (TRI-PARTY OPTIMIZATION PROGRAM) | 1,011,907 |
| 40105.087817.560650 | 00207801 | Construction In Progress (ORANGE BLVD W/M) | 3,417,377 |
| 40105.087817.560650 | 00214701 | Construction In Progress (RISING SUN BLVD WATER MAIN) | 116,225 |
| 40105.087817.560650 | 00216401 | Construction In Progress (IRON BRIDGE AGREEMENT) | 25,058 |
| 40105.087817.560650 | 00216501 | Construction In Progress (ELDER RD/ORANGE BLVD WATER MAI) | 2,699,810 |
| 40105.087817.560650 | 00216601 | Construction In Progress (MARKHAM WATER TREATMENT PLANT) | 1,627,081 |
| 40105.087817.560650 | 00216701 | Construction In Progress (MARKHAM WTR TREATMENT PLT) | 976,031 |
| 40105.087817.560650 | 00216901 | Construction In Progress (LONG POND ROAD WATER MAIN) | 750,448 |
| 40105.087817.560650 | 00217101 | Construction In Progress (Heathrow Blvd Reclaim Main) | 1,534,605 |
| 40105.087817.560650 | 00217201 | Construction In Progress (Reclaimed Retrofit Phase II) | 6,387,076 |
| 40105.087817.560650 | 00217301 | Construction In Progress (RECLAIM RETROFITS PHASE I) | 897,865 |
| 40105.087817.560650 | 00217401 | Construction In Progress (LONGWOOD/MARKHAM RD UTILITIES) | 6,876,600 |
| 40105.087817.560650 | 00217601 | Construction In Progress (AUGMENTATION WELLS NW RECLAIM) | 292,557 |
| 40105.087817.560650 | 00217701 | Construction In Progress (Orange Blvd/Replacement &Upgra) | 2,856,127 |
| 40105.087817.560650 | 00217801 | Construction In Progress (Reclaimed Wtr Stor/Repump Fac) | 2,361,956 |
| 40105.087817.560650 | 00218001 | Construction In Progress (Sylvan Lake-Markham Force Main) | 113,506 |
| 40105.087817.560650 | 00218301 | Construction In Progress (ORANGE BOULEVARD LOOP) | 48,915 |

| Sources: | | | |
|---------------------|-----------|--|----------------|
| Account Number | Project # | Account Title | Amount |
| 40105.087817.560650 | 00223001 | Construction In Progress (Reclaimed Retrofit Phase II) | 28,299 |
| 40105.087817.560650 | 00223101 | Construction In Progress (RESIDENTIAL RECLAIM RETRO IV) | 382,348 |
| 40105.087817.560650 | 00227401 | Construction In Progress (GREENWOOD RECLAIM PLANT RERATE) | 3,178,713 |
| 40105.087817.560650 | 00247901 | Construction In Progress (ORANGE BLVD RECLAIM MAIN) | 2,203,631 |
| 40105.087817.560650 | 00253701 | Construction In Progress (LIFTSTATION ODOR CONTROL) | 125,196 |
| 40201.087900.560650 | 00137801 | Construction In Progress (CITIZENS' SERVICE AREA AT TRAN) | 2,619,541 |
| 40201.087900.560650 | 00160801 | Construction In Progress (LANDFILL ROADWAYS REPAIRS AND) | 235,990 |
| 40201.087900.560650 | 00215801 | Construction In Progress (UPGRADED PREFABRICATED HAZ-MA) | 57,500 |
| 40201.087900.560650 | 00244501 | Construction In Progress (LANDFILL SCALEHOUSE) | 774,649 |
| 40201.087900.560650 | 00244601 | Construction In Progress (LANDFILL GAS SYS EXP) | 71,384 |
| 40201.087900.560650 | 00244701 | Construction In Progress (CEN TRANSFER STA SCALE AUTO) | 41,644 |
| 40201.087900.560650 | 00244801 | Construction In Progress (LANDFILL TITLE V AIR PERMIT RE) | 20,600 |
| 40201.087900.560650 | 00244901 | Construction In Progress (LANDFILL HAZARDOUS WASTE POLE) | 153,134 |
| 40201.087900.560650 | 00245001 | Construction In Progress (CEN TRANSFER STA TRUCK WASH) | 37,417 |
| 40201.087900.560650 | 00245101 | Construction In Progress (LANDFILL SOLID WASTE OPER PERM) | 37,118 |
| 50100.010504.530450 | 00274801 | Insurance (ANIMAL SERVICES FIRE) | 199,061 |
| Total Sources | | | \$ 307,826,313 |

Uses:

| Account Number | Project # | Account Title | Amount |
|---------------------|-----------|--------------------------------|---------------|
| 00100.999901.599998 | | Reserve - Contingencies | \$ 16,468,175 |
| 00104.999974.599998 | | Reserve - Contingencies | 46,200 |
| 10101.999902.599998 | | Reserve - Contingencies | 45,879 |
| 10102.110203.599998 | | Reserve - Contingencies | 169,009 |
| 11200.999912.599998 | | Reserve - Contingencies | 3,027,591 |
| 11500.999955.599994 | | Reserve - Capital Improvements | 44,746,808 |
| 11541.999941.599994 | | Reserve - Capital Improvements | 43,661,589 |
| 12601.999906.599994 | | Reserve - Capital Improvements | 995,170 |
| 12602.999907.599994 | | Reserve - Capital Improvements | 408,326 |
| 12603.999909.599994 | | Reserve - Capital Improvements | 303,400 |
| 12604.999909.599994 | | Reserve - Capital Improvements | 2,528,124 |
| 12605.999911.599994 | | Reserve - Capital Improvements | 390,587 |
| 12801.999913.599998 | | Reserve - Contingencies | 1,250,000 |
| 12901.033809.599998 | | Reserve - Contingencies | 185,975 |
| 12902.033808.599998 | | Reserve - Contingencies | 195,164 |
| 12903.033810.599998 | | Reserve - Contingencies | 190,000 |
| 13000.999930.599998 | | Reserve - Contingencies | 4,599,404 |
| 30600.010571.599998 | | Reserve - Contingencies | 8,795,462 |
| 32000.010575.599998 | | Reserve - Contingencies | 31,944,784 |
| 32100.999990.599994 | | Reserve - Contingencies | 14,481,541 |

H:\OM\Omb\BAR-DFS-BCR\FY 2006-07 BAR-DFS-BCR's\Fiscal Services\BAR 07-93 - Project Carryforward.doc

12/13

Uses:

| Account Number | Project # | Account Title | Amount |
|---------------------|-----------|--------------------------------|----------------|
| 32200.010573.599998 | | Reserve - Contingencies | 3,092,866 |
| 40100.999903.599998 | | Reserve - Contingencies | 11,066,394 |
| 40102.999918.599994 | | Reserve - Capital Improvements | 3,871,317 |
| 40103.999919.599998 | | Reserve - Contingencies | 6,856,566 |
| 40105.999915.599998 | | Reserve - Contingencies | 104,257,944 |
| 40201.999942.599998 | | Reserve - Contingencies | 4,048,977 |
| 50100.999920.599998 | | Reserve - Contingencies | 199,061 |
| Total Uses | | | \$ 307,826,313 |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>BCR #08-01 - \$200,000 - Public Works - 2001 Infrastructure Sales Tax Fund - CR</u> 415 & Summerlin Ave Sidewalks

| DEPARTMENT: Fiscal Services | DIVISION: Budget | |
|------------------------------------|-----------------------|--------------------------|
| AUTHORIZED BY: Lisa Spriggs | CONTACT: Fred Coulter | EXT : <u>7180</u> |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Change Request (BCR) #08-01 through the 2001 Infrastructure Sales Tax Fund in the amount of \$200,000 to move funding between two adjacent sidewalk projects.

County-wide

Lin Polk

BACKGROUND:

The Celery Avenue (also known as **CR 415 Sidewalk**) project (CIP #00192552) and the **Summerlin Avenue Sidewalk** project (CIP #00192574) are adjacent to each other and were bid together using the CC-1075 Construction Contract (for projects less than 1 million). This was done to save costs by using one contractor for both projects, which will save in mobilization and other costs.

The bid prices received were \$484,703 and \$138,625, respectively, for the Summerlin Avenue and Celery Avenue portions of the Construction contract. The Adopted Budget approved by the Board included \$364,145 and \$378,000, respectively, for construction of the two sidewalks. While there is adequate funding in total for the two related projects, the split between the two projects needs to be adjusted in order to implement the Work Order request and begin construction.

The estimated total costs of the projects are as follows:

| Project: | 00192552 00192574 Total |
|--|---|
| FY 2007/08 Adopted Budget BCR Request Adjusted FY 2007/08 Budget | \$ 378,000 \$ 364,145 \$ 742,145 <u>(200,000) 200,000 -</u> <u>178,000 564,145</u> <u>742,145</u> |
| Estimated Prior Costs | |
| FY 2006/07 Current Budget | 428,000 417,500 845,500 |
| BAR 07-93 (today's consent agenda) | (378,000) (364,145) (742,145) |
| | <u>50,000 53,355 103,355</u> |

Total Estimated Costs

(Actual expenditures for the two projects in FY 2006/07 reported to date for the two projects are \$33,753 and \$47,157, respectively. Additional invoices may still be processed and paid out of the FY 2006/07 budget. As such, adjusted budget amounts are reported for FY 2006/07.)

(Fiscal Year 2007/08)

The attached CIP Detail Sheets do not include the effects of the Carryforward to the adopted budget for FY 2007/08, not do they include the effects of BAR 07-93, included on this meeting's agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Change Request (BCR) #08-01 through the 2001 Infrastructure Sales Tax Fund in the amount of \$200,000 to move funding between two adjacent sidewalk projects.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

| ***SEMINOLE COUNTY BUDGET REQUE | | | UDGET REQUES | T *** | ** Budget Division Use only: | | | |
|---|-----------------|----------------------|-----------------------------|--|------------------------------|-----------|----------------|--|
| DATE: | 9/20/07 | | | | BAR | | | |
| FROM: | Department | Public Works | | | BCR | \square | 08-01 | |
| | Division | Roads / Stormwate | r | | DFS | | | |
| | | | | | | | | |
| WHAT IS NEEDED: Accounting adjustment: Item is budgeted, but funds are in incorrect account line. More funds for Budgeted Item: Item is budgeted, but additional funds are required. New item: Item is not in this fiscal year's budget. Operational Adjustment (Transfer or Savings to cover overage) Project reclass, Must be within same Project Number Detailed Explanation: Transfer of funds from the CR 415 to the Summerlin Avenue Sidewalk Projects. (Fiscal Year 2007/08) | | | | | | | | |
| | Fund # | 11541 | Fund Name | 2001 Infrast | ructure Sa | ales Ta | x Fund | |
| | FUND/# | CCOUNT NUMBER | Project # | | | | AMOUNT | |
| TRANSF | ER 1154 | 1.077541.560650 | 00192552 | Construction in F (CR 415 Side | 0 | | \$ 200,000 | |
| | | | | | тот | AL | \$ 200,000 | |
| | FUND/A | ACCOUNT NUMBER | Project # | ACCOUNT T | TLE | | AMOUNT | |
| TRANSFE TO | ER 1154 | 1.077541.560650 | 00192574 | Construction in F (Summerlin Avenue | 0 | <u>k)</u> | \$ 200,000 | |
| | | | | | тот | AL | \$ 200,000 | |
| CONCUR | | ER INVOLVED DIVISION | IS (ie: IT (hardware/softwa | | sing/Capital | l; Suppo | ort Svcs; etc) | |
| RECOMM | | Approval Date | 9/20/06 Analyst F | edrik V Coulter E | Budget Ma | anager | | |
| APPROVI | NG AUTHORITY | : S Director | County Manager | | Meeting Da | ate 1 | 0/9/07 | |
| | oved 🗌 Disa | pproved Date Signed | d | Signature | | | | |
| FINANCI | E: Transfer has | been posted Date | s S | ignature | | | | |

Consent

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of a Private Road Maintenance Bond for Devon Place aka Wilshire Townhomes.

| DEPARTMENT: Planning and Development | DIVISION: Development Review | | |
|---|-------------------------------------|--------------------------|--|
| AUTHORIZED BY: Dori DeBord | CONTACT: Bryan Potts | EXT : <u>7318</u> | |
| | | | |

MOTION/RECOMMENDATION:

Authorize the release of the Devon Place aka Wilshire Townhomes Private Road Maintenance Bond #08813533 in the amount of \$114,656.59 for the Devon Place aka Wilshire Townhomes road improvements.

District 4 Carlton D. Henley

Bryan Potts

BACKGROUND:

Private Road Maintenance Bond #08813533 for \$114,656.59 (Fidelity and Deposit Company of Maryland) was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Devon Place aka Wilshire Townhomes Private Road Maintenance Bond. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Devon Place aka Wilshire Townhomes Private Road Maintenance Bond #08813533 in the amount of \$114,565.59 for the Devon Place aka Wilshire Townhomes road improvements.

ATTACHMENTS:

- 1. Maintenance Bond
- 2. Power of Attorney

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

Bond Number: 08813533 Devon Place

PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: AKA WILSHIRE TOWNHOMES

That we <u>The Ryland Group</u>, <u>Inc.</u>, hereinafter referred to as "Principal" and Fidelity and <u>Peposit Company of Maryland</u>, hereinafter referred to as "Surety" are held and firmly bound unto the <u>Devon Place</u> Homeowners Association and each and all purchasers of lots within <u>Devon Place</u> subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ 114,656.59 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 subdivision described as <u>Devon Place</u>, a plat of which is recorded in Plat Book <u>67</u>, Page <u>20-26</u>, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 4 , $200\frac{4}{2}$, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from $June_3$, 2005;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from $June_3$, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 any Beneficiary, or an 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, any Beneficiary, in view of the health, safety, welfare and factors involved, 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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 26th day of ____ May 20 05. The Ryland Group, Inc. 4700 Millenia Blvd., Suite 400 Orlando, FL 32839-6013 Name and Address: (Seal) Principal Its: OPPLATIMAL Vice President Its: Assistant Vice President By a corporation) Attest: (If a corporation) Fidelity and Deposit Company of Maryland 801 No. Brand Blvd., Penthouse Suite (Seal) Name and Address: Glendale, CA 91203 Surety By: Its Attomey-in Natalie H Thofim XHXXX Witness: Cesar F. Javier

(App E, LDC, through Supp 16).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

.

| State ofCalifornia | |
|---|--|
| County of <u>Los Angeles</u> | |
| On <u>MAY 2 6 2005</u> before me, <u>Kristine</u> | Mendez, Notary Public |
| personally appearedNatali | e K. Trofimoff |
| RRISTINE MENDEZ COMM. # 1307473 NOTARY PUBLIC - CALIFORNIA CONTY My Comm. Expires June 4, 2005 | proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. |
| Notary Public Seal | PETIONAL SIGNATURE OF NO BAR |
| | ersons relying on the document and could prevent fraudulent reattachment of this form |
| DESCRIPTION OF ATTACHED DOCUMENT: | |
| TITLE OR TYPE OF DOCUMENT: | |
| DOCUMENT DATE: | |
| CAPACITY(IES) CLAIMED BY SIGNER(S) | |
| Signer's Name: | Signer's Name |
| | INDIVIDUAL |
| CORPORATE OFFICER | CORPORATE OFFICER |
| | PARTNER(S) LIMITED GENERAL |
| ATTORNEY-IN-FACT | ATTORNEY-IN-FACT |
| TRUSTEE(S) | TRUSTEE(S) |
| GUARDIAN/CONSERVATOR | GUARDIAN/CONSERVATOR |
| OTHER: | OTHER: |
| Signer is representing: | Signer is representing: |
| NAME OF PERSON(S) OR ENTITY(IES) | NAME OF PERSON(S) OR ENTITY(IES) |

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby horninate, constitute and appoint Natalie K. TROFIMOFF, of Los Angeles, California, its true and tawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bands and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as building upon said Company, 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 Company at its office in Baltimore Md., in their gran proper persons.

The said Assistant segretal k does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOR the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate-Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of May, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Paul C. Rogers



Assistant Secretary

T. E. Smith

By:

Vice President

State of Maryland $\}_{ss:}$ City of Baltimore 🥤

On this 12th day of May, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Sandre Lyps Mooney

Sandra Lynn Mooney Notary Public My Commission Expires: January 1, 2004

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

| this | day of | MAY | 26 | 2005 | |
|------|--------|-----|----|------|--|
| | | | | | |

A.J. Soncher

Assistant Secretary

Item # 26

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Authorize Release of the Maintenance Bond for Streets, Curbs, Stormdrains for</u> <u>Anneburg aka Addison Place Pickering-Fuller Final Engineering.</u>

DEPARTMENT: Planning and Development DIVISION: Development Review

AUTHORIZED BY: Dori DeBord CONTACT: Bryan Potts EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Annebury aka Addison Place Pickering-Fuller Maintenance Bond for Streets, Curbs and Stormdrains, #022018415 in the amount of \$48,970.38 for the Annebury aka Addison Place Pickering-Fuller road improvements.

District 2 Michael McLean

Bryan Potts

BACKGROUND:

Maintenance Bond #022018415 in the amount \$48,970.38 (Liberty Mutual Insurance Company) was required by Section 35.44 (e) Additional Required Legal Submittals (1) Bonds of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Anneburg aka Addison Place Pickering-Fuller Maintenance Bond. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Anneburg aka Addison Place Pickering-Fuller Maintenance Bond #022018415 in the amount of \$48,970.38 for the Anneburg aka Addison Place Pickering-Fuller road improvements.

ATTACHMENTS:

- 1. Maintenance Bond
- 2. Power of Attorney

Additionally Reviewed By: County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

Bond No. <u>022018415</u>

That we, CENTEX HOMES, a Nevada general partnership, whose address is <u>385</u> <u>Douglas Avenue, Suite 2000, Altamonte Springs, Florida 32714</u>, hereinafter referred to as "PRINCIPAL" and <u>LIBERTY MUTUAL INSURANCE COMPANY</u>, whose address is <u>12750</u> <u>Merit Drive, Suite 710, Dallas, Texas 75251</u>, 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 <u>Forty-Eight Thousand Nine Hundred Seventy and</u> <u>38/100*** (\$48,970.38)</u> 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 subdivision described as <u>Annebury (aka Addison Place) Pickering-Fuller</u>, a plat of which is recorded in Plat Book <u>65</u>, Pages <u>86-88</u>, Public Records of Seminole County, Florida, and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications, dated <u>July</u>, <u>2003</u>, 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 and to maintain said improvements for a period of two (2) years from <u>August 17</u>, 2005,

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUTNY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from <u>August 17</u>, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCPAL 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 and filing the said plat 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 17^{th} day of August 2005.

. . .

| Address: | CENTEX HOMES, a Nevada g PRINCIPAL | general partnership (SEAL) | • |
|--|--|----------------------------|---|
| 385 Douglas Ave., Suite 2000 Altamonte Springs FL 32714 | By: | Patrick J. Knight, Its: | |
| | ATTEST:(If a corporation) | Its: | |
| Address: | LIBERTY MUTUAL INSURA SURETY | NCE COMPANY (SEAL) | |
| 12750 Merit Drive, Suite 710 Dallas, TX 75251 | By: Carmen Mims, Attorney- ATTEST: Allyson Dean, With | -In-Fact | |

| | 1758988 |
|--|---|
| THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINT This Power of Attorney limits the acts of those named herein, a | TED ON RED BACKGROUND. |
| the extent herein stated. LIBERTY MUTI BOSTO | UAL INSURANCE COMPANY N, MASSACHUSETTS /ER OF ATTORNEY |
| company, pursuant to and by authority of the By-law and Authorizatio | Mutual Insurance Company (the "Company"), a Massachusetts stock insurance on hereinafter set forth, does hereby name, constitute and appoint YSON DEAN, ALL OF THE CITY OF DALLAS, STATE OF TEXAS |
| behalf as surety and as its act and deed, any and all undertakings, t FORTY MILLION AND 00/100********************************* | vful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its bonds, recognizances and other surety obligations in the penal sum not exceeding DOLLARS (\$ 40,000,000***** Surety obligations, in pursuance of these presents, shall be as binding upon the ed by the secretary of the Company in their own proper persons. |
| That this power is made and executed pursuant to and by authority of | f the following By-law and Authorization: |
| chairman or the president may prescribe, shall appoint suc execute, seal, acknowledge and deliver as surety any a attorneys-in-fact, subject to the limitations set forth in their | n writing by the chairman or the president, and subject to such limitations as the chattorneys-in-fact, as may be necessary to act in behalf of the Company to make, and all undertakings, bonds, recognizances and other surety obligations. Such respective powers of attorney, shall have full power to bind the Company by their ach thereto the seal of the Company. When so executed such instruments shall be |
| By the following instrument the chairman or the president has authoriz Pursuant to Article XIII, Section 5 of the By-Laws, Garnet authorized to appoint such attorneys-in-fact as may be nec deliver as surety any and all undertakings, bonds, recogniza | zed the officer or other official named therein to appoint attorneys-in-fact: |
| Pursuant to Article XIII, Section 5 of the By-Laws, Garnet authorized to appoint such attorneys-in-fact as may be nec | t W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby cessary to act in behalf of the Company to make, execute, seal, acknowledge and |
| deliver as surety any and all undertakings, bonds, recogniza That the By-law and the Authorization set forth above are true copies t | |
| | bed by an authorized officer or official of the Company and the corporate seal of |
| Liberty Mutual Insurance Company has been affixed thereto in Plymou 2005 | uth Meeting, Pennsylvania this <u>16th</u> day of <u>June</u> |
| | thereof and are now in full force and effect. bed by an authorized officer or official of the Company and the corporate seal of uth Meeting, Pennsylvania this <u>16th</u> day of <u>June</u> LIBERTY MUTUAL INSURANCE COMPANY By Concept W. Elliott, Assistant Secretary |
| Liberty Mutual Insurance Company has been affixed thereto in Plymou 2005 | By Connet W. Clinth |
| COMMONWEALTH OF PENNSYLVANIA ss | Garnet W. Elliott, Assistant Secretary |
| | lotary Public, personally came <u>Garnet W. Elliott</u> , to me known, and acknowledged any; that he knows the seal of said corporation; and that he executed the above urance Company thereto with the authority and at the direction of said corporation. and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year PENNSYLVANIA tary Public Mar. 28, 2009 Cialion of Notaries |
| Power of Attorney and affixed the corporate seal of Liberty Mutual Insu | any; that he knows the seal of said corporation; and that he executed the above urance Company thereto with the authority and at the direction of said corporation. |
| IN TESTIMONY WHERE THE TRAVE Increants subscribed my name and first above written. | nd affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year |
| | ENNSYLVANIA |
| OF Tensos Pastella, Nota Plymouth Twp., Montgor My Commission Expires I | tary Public By UNIA Instituto |
| CERTIFICATE | ciation of Notaries |
| I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Co is a full, true and correct copy, is in full force and effect on the date of | ompany, do hereby certify that the original power of attorney of which the foregoing f this certificate; and I do further certify that the officer or official who executed the by the chairman or the president to appoint attorneys-in-fact as provided in Article |
| This certificate and the above power of attorney may be signed by following vote of the board of directors of Liberty Mutual Insurance Con | r facsimile or mechanically reproduced signatures under and by authority of the mpany at a meeting duly called and held on the 12th day of March, 1980. |
| | nature of any assistant secretary of the company, wherever appearing upon a any in connection with surety bonds, shall be valid and binding upon the company |
| IN TESTIMONY WHEREOF, I have hereunto subscribed my name and | d affixed the corporate seal of the said company, this <u>17th</u> day of |
| <u>August</u> , _2005 | (1912) By al and lang |
| | David M. Carey, Assistant Secretary |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Hawthorne Acres Minor Plat

DEPARTMENT: <u>Planning and Development</u> **DIVISION:** <u>Development Review</u>

AUTHORIZED BY: Dori DeBordCONTACT: Brian WalkerEXT: 7337

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute, the minor plat for Hawthorne Acres located on the north side of Markham Road, west of Orange Blvd., at 6130 Markham Rd. Sanford in Section 36, Township 19 S, Range 29 E - George Hawthorne, applicant.

District 5 Brenda Carey

Brian Walker

BACKGROUND:

The applicant, George Hawthorne, is requesting approval of the minor plat for Hawthorne Acres.

The plat consists of three (3) lots on 3.89 acres more or less and is zoned A-1 which requires a minimum lot size of 43,560 square feet.

The property is located on the north side of Markham Road, west of Orange Blvd. at 6130 Markham Road Sanford in Section 36, Township 19 S, Range 29 E.

The plat meets all applicable requirements of Chapter 35, Section 35.122 of the Seminole County Land Development Code and Chapter 177, Florida Statutes.

STAFF RECOMMENDATION:

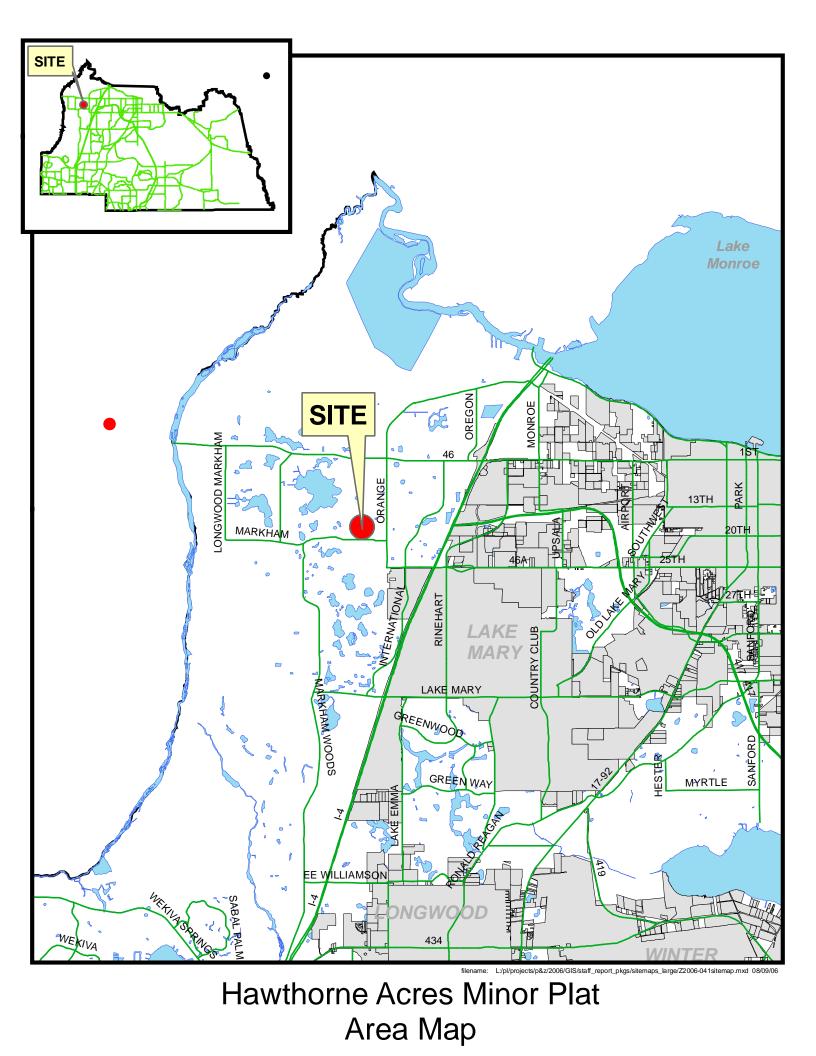
Staff recommends that the Board approve and authorize the Chairman to execute, the minor plat for Hawthorne Acres.

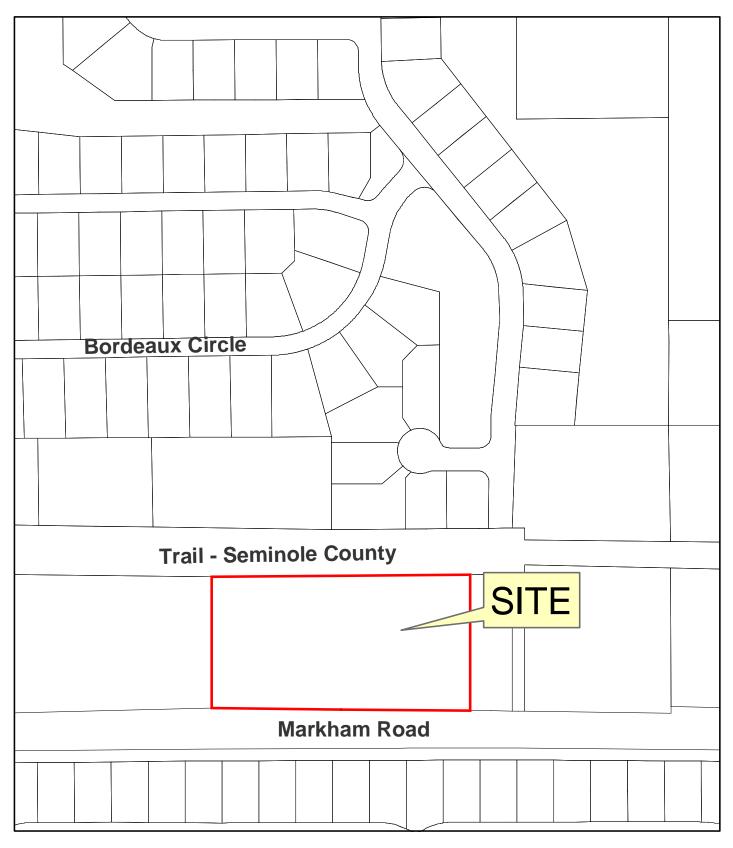
ATTACHMENTS:

- 1. Hawthorne Acres Area Map
- 2. Hawthorne Acres Location Map
- 3. Hawthorne Acres Aerial Map
- 4. Hawthorne Acres Reduced Size Plat

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)





Hawthorne Acres Minor Plat

Location Map

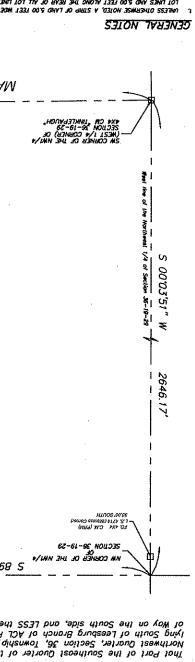


Hawthorne Acres Minor Plat

Aerial Map

| OF COUNTY COMMISSIONERS THIS IS TO CERTIFY, Theil on Commissioners of Seminole County, Florido Commissioners of Seminole County, Florido Choirmon of the Boord Attest: Clerk of the Boord Clerk of the Boord Indited: Clerk of the Boord Clerk of the Boord Indited: Clerk of the Boord Indited: Clerk of the Boord Indited: Commissioners of Seminole County, Florido Indited: Clerk of the Boord Indited if completer Indited if completer Indited if tool di County, Florido Indited if tool di County, Florido Indited if county, Florido Indited if county Indited if tool di Cropter Indited if not is completer Indited if not is county, Florido Indited if not is county, Florido Indited if not is county if he requirements of Chopter Indited if not if not is county if it is county if it is county if it is county if it is it is it is county if it | BOUNDARY STATE PLANE COORDINATES COORDINATES COORDINATES COORDINATES COORDINATES COORDINATES COORDINATES COORDINATES COORDINATION CO | A THE PUBLIC RECORDS OF THIS COUNTY. A THE PUBLIC RECORDS OF THIS COUNTY. A DUPTORIAL RETARGAGES OF THIS COUNTY. A DUPTORIAL RETARGAGES OF THIS COUNTY. A DUPTORIAL RETARGAGES OF THIS CONTROL OF THE PUBLIC RECORDS OF THIS CONTROL OF THE PUBLIC RECORDS OF THIS CONTROL OF THE PUBLIC RECORDS OF THE PUBLIC RECORD | DA SEMMORE COMMEN SOOK TE CLUMORT SMELL TE LITERAION SEL- TH SWELL A WAN CLUTT W A WAN |
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| CERTIFICATE OF APPROVAL BY BOARD | 0. 100. 500. 300. | TECEND | 3015 774 04074 3K |
| Florida Registration No. 4589 County Surveyor for Seminole County, Florida. | GRAPHIC SCALE | | • |
| Doled: Doled: | | KENTFORD GARDENS PLAT BOOK 58, PAGES 41-44 | МАНХЯА |
| . Chopler 177.08(1) Florida Stolutes. | | 59 100 28-10-30 0 5 100 28-100 0 5 100 28-100 0 5 100 28-100 0 5 100 28-100 0 5 100 000 0 5 100 00000000000000000 | 10 6/1 1000 411 10 341 41005 |
| COUNTY SURVEYOR COUNTY SURVEYOR L have reviewed this plat and found it to be in conformity with | The state of the s | | A set of the set of th |
| Florida. Doted: Signed Registration Number 3762 Cori M. Smith, P.L.S. Cori M. Smith, P.L.S. Corie Drive, Suite 6C Corent M. Smith, P.L.S. | 11 05 2 002099 00000 11 05 2 00000 10 0000000 10 0000000000 | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | |
| KNOW ALL MEN BY THESE PRESENTS, Thol for undersigned, being a professional surveyor and mopper that has prepared the foregoing plot and was made under my direction and supervision and that the plot complies with all of the survey requirements of Chapter 177, Plotida Statutes; and that said tend is located in Seminale County, Florida Statutes; and that said tend is located in Seminale | | 3, 500 100 100 100 100 100 100 100 100 100 | |
| | 20 0 10 10 10 1000 00 00 00 00 00 00 00 0 | TCALLE AND COLL R TCALLS TRAILS SOUTH OF CUMPANDING TCALLS SOUTH OF CUMPANDING CONTRACTOR OF | STIVY |
| N WITNESS WHEREOF, I hove hereto set my hond and seal on the above date. | | a Set / | |
| STATE OF FLORIDA, COUNTY OF SEMINOLE I hereby certify that on this day peared before me, and atticer duly authorized to take ocknowledgments, and that executed the foregoing dedication and that they executed the same for the purposes therein expressed as their free and the same for the purposes therein expressed as their free and the same for the purposes therein expressed as their free and the same for the purposes therein expressed as their free and the same for the purposes therein expressed as their free and the same for the purposes therein expressed as their free and the same for the purposes therein expressed as their free and the same for the purposes therein expressed as the same secure the same for the purposes therein expressed as the same secure the same for the purposes therein expressed as the same secure the same for the purposes therein expressed as the same secure the same secure the same secure | PLAT BOOK 59, PAGES 80-83 | е-8 8-8 8-8 8-8 8-8 8-8 8-8 8-8 8-8 8-8 | |
| Winess | 62-51-55 v01/35 10 1/1 MM | | |
| ssentiw | attics of Your | 1 . | |
| Bri sected and defivered in the presence of: | | | |
| Signed | dew uonecor | • NE Corner of the WN #41 10 Jan 0 | 0,25,05" W 2636.46 |
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| KNOW ALL MEN BY THESE PRESENTS THAT, George O. Howthorne, by and the index by these present the organization of the the end to be a lower by dedicate soid lands and pole for the uses and purposes therein expressed and dedicate the Easements shown hereon to the perpetual use of the Public. In WITHESS WHEREOF, We set our hands and seals on this shown hereon to the perpetual use of the Public. | ANT LAND AND AND AND AND AND AND AND AND AND | | the Southeast Quarter of the o 19 Southeast Quarter of the Roirrad, LESS the Public Rig Roirrad, LESS the Public Rig |
| Plat Book Page HAWTHORNE ACRES | | SEMINOLE COUNTY, FLORIDA 36, TOWNSHIP 19 SOUTH, RANCE 29 EAST 36, TOWNSHIP 19 SOUTH, RANCE 29 EAST | |

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FEGAL DESCRIPTION:

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Special Event Permit for the Heathrow/Lake Mary Festival of the Arts, to be held at 1120 -1145 TownPark Avenue (Colonial Town Center).

DEPARTMENT: <u>Planning and Development</u> **DIVISION:** <u>Planning</u>

AUTHORIZED BY: Dori DeBord CONTACT: Austin Watkins EXT: 7440

MOTION/RECOMMENDATION:

APPROVE the request by the Lake Mary/Heathrow Festival of the Arts Committee – Applicant; for a 3-year Special Event permit for an annual art festival to be held at 1120 - 1145 TownPark Avenue (Colonial TownPark) according to the following conditions:

1. The event shall adhere to the following schedule:

November 3, 2007: 8am – 5pm November 4, 2007: 10am – 5pm October 31, 2008 - November 2, 2008: 8am - 10pm November 6, 2009 - November 8, 2009: 8am - 10pm

2. The Lake Mary/Heathrow Festival of the Arts Committee shall bring an updated copy of the event's site plan to the Seminole County Planning Division for review no later than 45 days prior to the commencement of the event in 2008 and 2009.

3. Any substantial changes to the event or site plan, as deemed by the Planning Manager, shall require a new Special Event permit.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

The Lake Mary/Heathrow Festival of the Arts Committee is requesting a 3-year Special Event permit for the Lake Mary/Heathrow Festival of the Arts. The event is proposed to be held at the Colonial TownPark shopping center according to the following schedule:

November 3, 2007: 8am – 5pm November 4, 2007: 10am – 5pm October 31, 2008 - November 2, 2008: 8am - 10pm November 6, 2009 - November 8, 2009: 8am - 10pm

The event will consist of art displays for sale, music, an antique car show, and food and alcohol sales. The event will be held entirely within the grounds of the Colonial Town Center and sanitation will be handled by the Lake Mary/Heathrow Festival of the Arts Committee through use of the existing shopping center facilities, additional port-o-lets, trash cans, and

dumpsters. The applicant is proposing that all off-street parking will be located at the 100, 200 and 300 Colonial TownPark Office Buildings and additional parking will be located at 701 and 801 International Parkway with a free shuttle bus to the event area. Security and traffic control will be handled by the Seminole County Sheriff's Department and the Lake Mary Police Department and medical issues will be handled by Seminole County Public Safety.

The applicant is requesting a Special Event permit that will be valid for 2007, 2008 and 2009. Historically, the event coordinators have annually made application for Board approval, however, since the event does not change its venue and the nature of the event stays the same, a request for multiple year approvals was submitted. Chapter 185 of the Seminole County Code, Outdoor Festivals and Exhibitions does not prohibit the requested 3-year approval. Staff has determined that the proposal meets all the application submittal requirements of Section 185.4 by providing the following:

(1) A plan for adequate sanitation facilities and sewage disposal at the festival.

(2) A plan for adequate parking facilities, which said parking facilities shall not be within the area of the festival, and a plan for the transportation of the patrons from said parking facilities to the festivals area.

(3) A plan for adequate medical facilities for the festival.

(4) A plan for the provision of adequate security and traffic control in and around the festival area.

(5) Full disclosure of the festival's financial backing and the names of all persons who shall perform at it.

(6) All other information or conditions as the Board may require.

STAFF RECOMMENDATION:

Staff Recommends the Board APPROVE the request for a 3-year Special Event permit by the Lake Mary/Heathrow Festival of the Arts Committee – Applicant; for a Special Event permit for an annual art festival to be held at 1120 - 1145 TownPark Avenue (Colonial TownPark) based upon the following conditions:

1. The event shall adhere to the following schedule:

November 3, 2007: 8am – 5pm November 4, 2007: 10am – 5pm October 31, 2008 - November 2, 2008: 8am - 10pm November 6, 2009 - November 8, 2009: 8am - 10pm

2. The Lake Mary/Heathrow Festival of the Arts Committee shall bring an updated copy of the event's site plan to the Seminole County Planning Division for review no later than 45 days prior to the commencement of the event in 2008 and 2009.

3. Any substantial changes to the event or site plan, as deemed by the Planning Manager, shall require a new Special Event permit.

ATTACHMENTS:

- 1. Festival Details
- 2. Site Plan
- 3. Legal Description

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

21st ANNUAL LAKE MARY HEATHROW FESTIVAL OF THE ARTS

Seminole County Planning & Development Department Special Event Application Addendum

Enclosed, please find 6 copies of the sit plan

- A. Complete legal description of the property (please see attached legal description) Colonial TownPark Corner CR 46a & International Parkway, Lake Mary
- B. Dates/Times and duration of event:
 - a. Sat 11/3/2007 Festival 9am 5pm
 - b. Sun 11/4/2007 Festival 10am 5pm
- C. Lake Mary Heathrow Festival of the arts is a Non-profit organization. The festival will be fully responsible for all finances

Performers: Artists from around the country, Seminole County School children, local artists and musicians

- D. Food shall be sold by licensed vendors. The festival and Lake Mary Rotary will sell beer during the festival and concerts and will obtain proper insurance and permits.
- E. Location of tents or temporary structures please see site plan
- F. All music and announcements will come from the stage located within the park area of Colonial TownPark (please see site plan for location)
- G. Sanitation: The festival will provide port—o-lets, trash cans and dumpsters for the duration of the event
- H. Patron parking will be in the parking lots behind the 100, 200 & 300 office buildings. Also Free shuttle busses will transport patrons from free parking at 701 and 801 Intl. Parkway office bldg. parking lots to the festival
- I. All medical issues will be handled by Seminole County Public Safety
- J. Seminole County Sheriff's Department and Lake Mary Police Department will oversee all security and Traffic control for the events

21st ANNUAL LAKE MARY HEATHROW FESTIVAL OF THE ARTS

Seminole County Planning & Development Department Special Event Application Addendum CONTINUED

SPECIAL REQUESTS:

1) <u>Request for extended time frame of temporary wooden sign to promote</u> the art festival.

The sign will be placed along CR46A in the grass – in front of Colonial TownPark. (please see attached document with sign specs) The copy on the sign will read "Lake Mary Heathrow Festival of the arts November 3 & 4". We ask that the County allow the sign to go up October 1st and remain up until November 5th.

2) Request for a 3 year approval term

Each year the festival requests approval from Seminole County to hold the Festival at Colonial TownPark in Lake Mary. To expedite this process it is requested that rather than submitting and application annually that permission be granted at this time for this event occur in 3 successive years (2007, 2008, 2009)

All the applicable details of this event will remain the same annually and this will save time and effort for both the County and the Festival.

It is understood that any substantive changes with the event we would brought to the attention of the County in advance.

21st LAKE MARY HEATHROW FESTIVAL OF THE ARTS At Colonial TownPark

NOVEMBER 3 & 4, 2007 Lake Mary, FL

background

The Lake Mary-Heathrow Festival of the Arts returns November 3 & 4 for the twenty first consecutive year, bringing more than 250 world renown artists to exhibit, and compete in this world class juried art show. The festival is designed to inspire an appreciation for quality art forms, as well as awarding college scholarships to local students desiring a higher education. The Lake Mary Heathrow Festival of the arts is a non-profit 501(c)3 organization that raises money through sponsorships and donations. This event will be highly targeted towards the affluent adult demographic ages 25-54 primarily in the Sanford/Lake Mary area. Approximately 45,000 patrons over the two day festival

Ranked by Sunshine Artists Magazine as "one of the best art festivals in the U.S.", the Lake Mary-Heathrow Festival of the Arts has been named "Seminole County's most prestigious event", and through the generosity of our corporate participants, has awarded more than 975 scholarships since 1986.

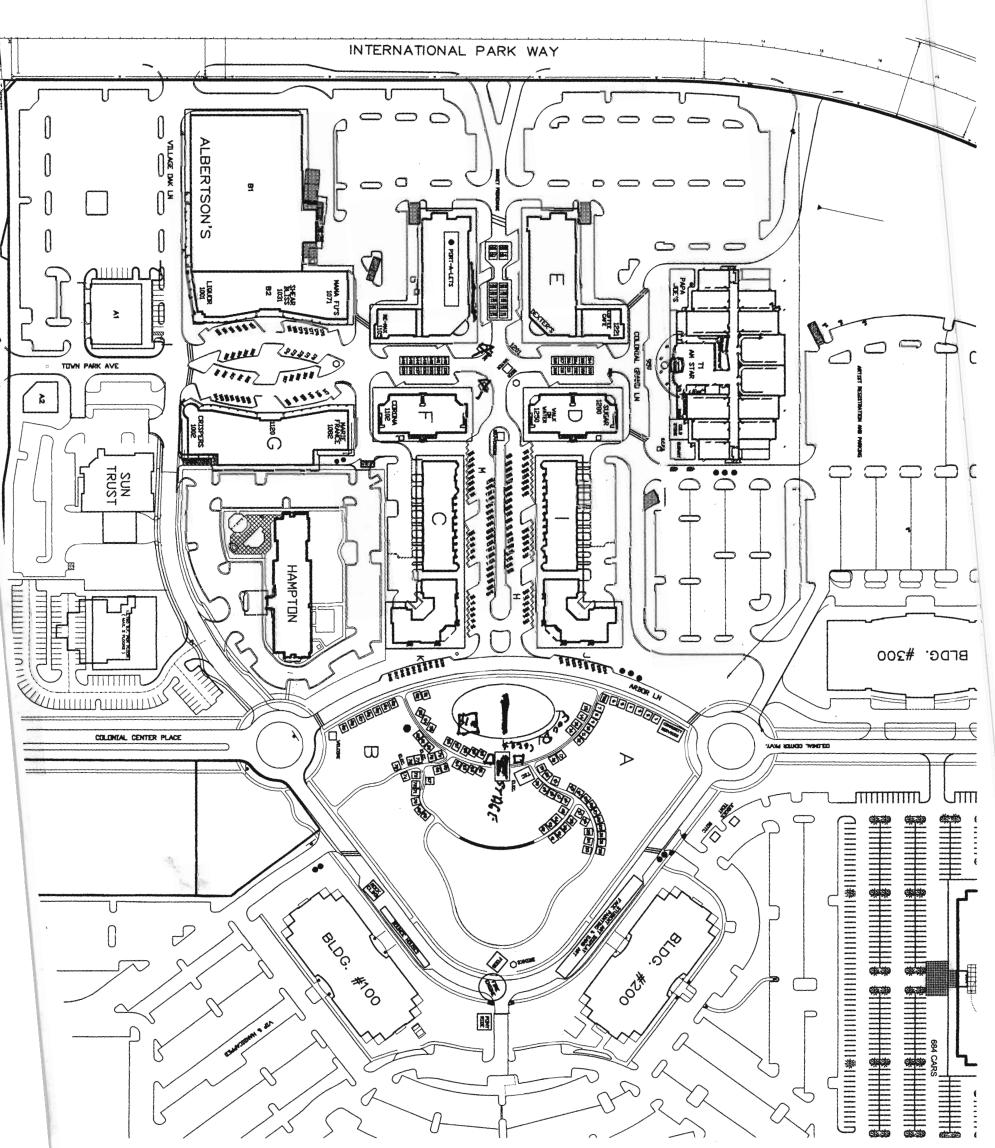
In addition to world-class art, this premier festival also features live entertainment, children's art displays and activities, a classic car show, and specialty foods throughout the weekend.

In total, the Lake Mary-Heathrow Festival of the Arts has invested well over \$7,500,000 million dollars in the community to educate, entertain and promote goodwill and support for the arts. The festival has also contributed more than \$990,000 to education.

The Lake Mary Heathrow Festival of the Arts is supported by the Festival Directors and committee members, Colonial Properties Trust, Seminole County, the City of Lake Mary, Seminole County School Board, and all four Seminole County Chambers of Commerce.

location

The 21st Annual Lake Mary Heathrow Festival of the Arts will take place at – Colonial TownPark just off the interchange of I-4 in Lake Mary., which is a unique village-like retail development in Lake Mary. Festival goers can shop for fabulous art, dine in one of the many fine restaurants at Colonial TownPark, or shop in the exquisite shops and boutiques.



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EXHIBIT "A"

DESCRIPTION OF SNOPPING CENTER

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST. SEMINOLE COUNTY, PLORIDA, MORF PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 31, THENCE RUN N 89" 48" 51" W. ALONG THE SOUTH LINE OF SAID SOUTTIWEST 1/4, A DISTANCE OF 199.13 FEET: THENCH DEPARTING SAID SOUTH LINF RUN N 00° 11' 09" B. A DISTANCE OF 107 42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 16A AS DEPICTED ON STATE OF FLORIDA RIGHY-OF-WAY MAP SECTION 77160-2436, SHFET 12 AND THE FORT OF BEGINNING: THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING (WO (2) COURSES, N 89º 48' 51", W. A DISTANCE OF 207.39 FEET; THENCE'S 25° 18' 16" W. A DISTANCE OF 13.72 FEBT TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 46A AS DEPICTED ON SEMINOLF COUNTY ENGINEERING DEPARTMENT RIGHT-OF-WAY MAP FOR COUNTY ROAD 46A. PHASE 1, DATED 07-19-94 SHEET 4 OF 5; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES, N 89° 48' 51" W. A DISTANCE OF 18.37 FEET, THENCE N 76° 21' 40° W. A DISTANCE OF 51.55 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 4655.66 AND A CENTRAL ANGLE OF 02° 52' 51", THENCE FROM A TANGENT BEARING OF N 89" 55' 09" W, RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERNATIONAL PARKWAY NORTH AS DESCRIBED IN OFFICIAL RECORDS BOOK 2756, PAGE 1090, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA: THENCE DEPARTING SAID NORTH RIGHT OF-WAY LINE RUN N 00° 03' 28" E. ALONG SAID EASTERLY RIGHT-OF WAY A DISTANCE OF 119.00 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, RUN 5 89° 54' 35" E. A DISTANCE OF 310.59 FEPT; THENCE S 68° 22' 50" E. A DISTANCE OF 47.16 FEET: THENCE S 90° 00 00" E. A DISTANCE OF 281.20 FEET; THENCE N 00° 00' 00" E. A DISTANCE OF 131 27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 926,00 AND A CENTRAL ANGLE OF 03° 31° 00°, THENCE FROM A TANGENT BEARING OF \$ \$6" 17" 17" E. RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.83 FEET, THENCES 89° 48' 37" F. A DISTANCE OF 374.84 PEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 AND A CENTRAL ANGLE OF 17º 24' 44"; THENCE FROM A TANGENT BEARING OF \$ 09° 17' 25" F, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 620.00 AND A CENTRAL ANGLE OF 53" 36" 51"; THENCE FROM A TANGENT BEARING OF \$ 33" 53' 25" W. RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 580.16 PEEL: PHENCE N 90° 00' W. A DISTANCE OF 335.05 FEET, THENCE S 007 02/391 W, A DISTANCE OF 387.82 FEET. THENCE N 87° 25' 23" W. A DISTANCE OF 125.16 FEET TO THE POINT ON CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 980.00

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AND A CENTRAL ANGLE OF 012 47 26"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 24.50 AND A CENTRAL ANGLE OF 54° 20' 48"; THENCE FROM A TANGENT BEARING OF \$ 54" 20' 48" W RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.24 FEET TO A POINT OF TANGENCY; THENCE \$ 00" 00" 00" W. A DISTANCE OF 214.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 49,50 AND A CENTRAL ANGLE OF 56° 12' 26". THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.28 FEET TO THE POINT OF REGINNING.

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EXHIBIT "A"

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DESCRIPTION OF PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST % OF SECTION 31. TOWNSHD' 19 SOUTH, RANGE 30 EAST: THENCE RUN S89"48437"E. ALONG THE SOUTH LINE OF SAID SOUTHEAST %, A DISTANCE OF 693.91 FEET: THENCE DEPARTING SAID SOUTH LINE, RUN N00°11-23"E, A DISTANCE OF 95.75 FEET, TO A FOINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46-A (RIGHT-OF-WAY VARIES) AS SHOWN ON RIGHT-OF-WAY MAP SECTION 77160-2436 FOR STATE ROAD 400 (INTERSTATE 4), REVISED JULY 15, 1997; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, CONTINUE NO0°11223"E, A DISTANCE OF 395.00 FEFT; THENCE N37º00-00"W, A DISTANCE OF 191.52 FEET; THENCE N53'00-00"E, A DISTANCE OF 271.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 53"09-710" AND A RADIUS OF 183.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISPANCE OF 169.77 FEET; THENCE DEPARTING SAID CURVE, RUN N89°50"50"E. A DISTANCE OF 379.10 FEET; THENCE S00"09"10"E, A DISTANCE OF 651.00 FEET. THENCE N89°48437"W, A DISTANCE OF 300.00 FEET: THENCE \$00°11/23"W, A DISTANCE OF 201.77 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46-A (RIGHT-OF-WAY VARIES); THENCE, N89°48-37"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 130.79 FEET; THENCE S00°11-23"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 8,00 FEUT; THENCE N89°48'37"W. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 125,00 FEET, TO THE POINT OF REGINNING.

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TOTAL P.06 Page 6

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SEP 23,2005 14:34 COLONIAL PROPER

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>Memorandum of Understanding between Seminole Community College and</u> Seminole County for the use of Seminole Community College's Building J as a dependent care shelter.

| DEPARTMENT: Public Safety | DIVISION: Emergency Management | | | |
|---------------------------|--------------------------------|--------------------------|--|--|
| AUTHORIZED BY: Tad Stone | CONTACT: Shirley Exner | EXT : <u>5102</u> | | |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Community College (SCC) and Seminole County for the use of Seminole Community College's Building J as a dependent care shelter.

District 5 Brenda Carey

Tad Stone

BACKGROUND:

The Board entered into a Memorandum of Understanding (MOU) with SCC to provide a facility as a dependent care shelter for Seminole County Government and SCC staff at the August 26, 2003 meeting. The current MOU designates Building G (Fine Arts Building) as the dependent care shelter. Since that time, it has been determined that a need exists to change from the current building (Building G) to a more self sufficient facility.

The proposed Memorandum of Understanding designates Building J, rooms 100, 2000E, 2000H, and 2000L as the new dependent care shelter. This facility houses it's own generator and HVAC system, whereas the current designated facility does not.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Community College (SCC) and Seminole County for the use of Seminole Community College's Building "J" as a dependent care shelter.

ATTACHMENTS:

- 1. Current MOU (2003)
- 2. New MOU (2007)

Additionally Reviewed By:
County Attorney Review (Ann Colby)

MEMORANDUM OF UNDERSTANDING

USE OF SEMINOLE COMMUNITY COLLEGE FACILITY AS A DEPENDENT CARE SHELTER

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BY THE FOLLOWING PARTIES:

SEMINOLE COMMUNITY COLLEGE

AND

SEMINOLE COUNTY

Florida Statutes 252.38 directs the use of personnel, school buildings, grounds and equipment for mass care shelters and transportation for evacuees during a state or local emergency, based upon the request of the local Emergency Management agency. In Seminole County the local Emergency Management agency is directed by the Director of the Department of Public Safety.

The Parties hereby mutually desire to reach an understanding that will result in making the Seminole Community College facility available to Seminole County Emergency Management and Seminole Community College staff for use as a dependent shelter during an emergency.

NOW THEREFORE, BE IT MUTUALLY AGREED BY THE SEMINOLE COMMUNITY COLLEGE AND SEMINOLE COUNTY THAT:

1. The College will permit, upon request by Seminole County, the use of Building "G" (known as the Fine Arts Building), as a dependent shelter with a capacity to shelter 150 individuals.

2. Seminole County agrees that it shall exercise reasonable care in the conduct of its activities in such facility. All individuals sheltered in the College shall sign a Hold Harmless Agreement. The College and Seminole County will advise their respective employees and dependents of the need to bring their own subsistence items. Retired employees of the College and their dependents are eligible to utilize the shelter.

3. The College's contact will be available through the Administration Office or other means during the time the College is not in operation. In the event the shelter needs to be opened, Seminole County Emergency Management will promptly contact the College's representative. The Office of Emergency Management will determine when to open the shelter. Seminole Community College and the Office of Emergency Management will

provide a knowledgeable shelter manager to coordinate the overall operation and various functions of the shelter (i.e., registration, communication, child care, etc).

A facility survey will be conducted jointly by the College representative and the 4. Seminole County representative at opening and closing of the shelter to identify any damages as a result of sheltering activities.

The College will furnish the name of the individual who will be primarily 5. responsible for administering this Memorandum of Understanding for the College District Board of Trustees. Seminole County will annually furnish the name of the individual who shall be responsible for administering this Memorandum of Understanding for Seminole County.

IN WITNESS THEREOF, Seminole Community College and Seminole County Office of Emergency Management, has caused this Memorandum of Understanding to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

Seminole Community College Title Chairman Date 07/15/03 District Board of Trustees Title Chairman Seminole County Board of County Commissioners

by

Daryl McLain

yl McLain <u>Chairman</u> **Date** 8-26-03 Seminole County Board of County Commissioners Title_ Chairman

MEMORANDUM OF UNDERSTANDING BETWEEN SEMINOLE COMMUNITY COLLEGE AND SEMINOLE COUNTY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between The District Board of Trustees of Seminole Community College, hereinafter referred to as SCC, and Seminole County.

Subject: Use of Seminole Community College facility as a dependent care shelter.

- 1. *The Purpose:* The parties hereby mutually desire to reach an understanding that will result in making the SCC facility available to Seminole County Government and SCC staff for use as a dependent shelter during an emergency.
- 2. *Background:* The Memorandum of Understanding replaces the Memorandum of Understanding between The District Board of Trustees of Seminole Community College and Seminole County dated 26 August 2003.
- 3. *Reference:* Florida Statutes 252.38 directs the use of personnel, school buildings, grounds, and equipment for mass care shelters and transportation for evacuees during a state of local emergency, based upon the request of the local Division of Emergency Management.
- 4. Scope: SCC will permit upon request by Seminole County Division of Emergency Management the use of Building J, rooms 100, 2000E, 2000H, and 2000L, as a dependent shelter with a capacity to shelter 165 individuals.
- 5. Agreements: Seminole County agrees that it shall exercise reasonable care in the conduct of its activities in such facility. All individuals sheltered in the college shall sign a Hold Harmless Agreement.

Seminole County and SCC will advise their respective employees and dependents of the need to bring their own emergency supplies. Retired employees of Seminole County and SCC, including their dependents, are eligible to utilize the shelter. In the event the shelter needs to be opened, the Seminole County Division of Emergency Management will promptly contact the SCC representatives.

The Division of Emergency Management will determine when to open the shelter depending on threats to Seminole County.

SCC contact will be available through the Administrative Office or other means during the time the college is not in operation.

6. Staffing: Seminole County Government will provide a knowledgeable shelter manager to coordinate overall operation and various functions of the shelter including registration, communications and child care. SCC will provide a security officer on the premises to provide access to the building and serve as liaison with the SCC senior staff.

- 7. *Survey:* A facility survey will be conducted jointly by SCC and the Seminole County shelter manager at opening and closing of the shelter to identify any damages as a result of sheltering activities. Survey results will be provided to the Seminole County Division of Emergency Management and SCC Administration at closing.
- 8. Modifications / Addendums: Modifications within the scope shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- 9. *Participation in similar activities:* This instrument in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals.
- 10. Contacts: Seminole County Division of Emergency Management and SCC will furnish the names of the individuals, with backup, who will be responsible for administering this Memorandum of Understanding.

IN WITNESS THEREOF, Seminole Community College and Seminole County Government, has caused this Memorandum of Understanding to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST; The District Board of Trustees of Seminole Community College

Title:

Date:

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.

By: _____ CARLTON HENLEY, Chairman

Date:

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

County Attorney

Consent

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Resolution – Subordination of County Utility Interests Agreement with the Florida Department of Transportation to Construct or Improve State Road 15/600 (US Highway 17/92) (FDOT Parcel Number 100.2)

| DEPARTMENT: Public Works | DIVISION: Engineering | |
|-----------------------------|-----------------------|--------------------------|
| AUTHORIZED BY: Gary Johnson | CONTACT: Warren Lewis | EXT : <u>5658</u> |

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation subordinating certain Utility Easement rights now owned by Seminole County.

District 2 Michael McLean

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation has requested that Seminole County enter into an agreement to subordinate the County's present interest in certain lands (FDOT Parcel Number 100.2) that they have determined necessary to construct or improve State Road 15/600 (US Highway 17/92).

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a Subordination of County Utility Interests Agreement with the Florida Department of Transportation subordinating certain utility easement rights now owned by Seminole County.

ATTACHMENTS:

- 1. Location Map
- 2. Resolution
- 3. Subordination Agreement-FDOT Parcel 100.2

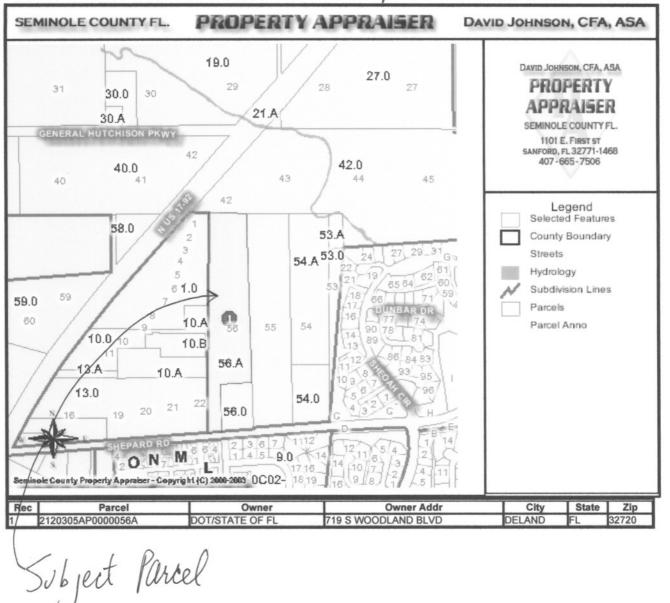
Additionally Reviewed By:

County Attorney Review (Matthew Minter)

Map Output

LOCATION Map

Page 1 of 1



RESOLUTION NO. 2007-R-

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF ______, 2007.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 15/600 (US 17-92), Section No. 77010 in Seminole County, Florida; and

WHEREAS, it is necessary that certain Utility Easement rights now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

WHEREAS, the lands identified by the Florida Department of Transportation as Parcel Number 100.2; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation for a Subordination of County Utility interest in favor of the State of Florida Department of Transportation, subordinating the rights, that the County has in and to said lands required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the application of the State of Florida Department of Transportation for a Subordination of County Utility interest is hereby executed by this Board of County Commissioners.

ADOPTED THIS _____ DAY OF _____ 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY

Carlton Henley, Chairman

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida. Prepared under the direction of: Charles F. Barcus Program Manager/Right-of-Way 08-30-2007 23-UTL02-09/01 November 30, 2006 This instrument prepared by LYNN W. BLAIS Under the direction of GEORGE S. LOVETT, ATTORNEY Department of Transportation 719 South Woodland Boulevard DeLand, Florida 32720-6834

 PARCEL NO.
 100.2

 SECTION
 77010

 F.P. NO.
 240196 1

 STATE ROAD
 15/600 (US 17/92)

 COUNTY
 SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, ___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 100

SECTION 77010 F.P. NO. 240196 1

"Lot 56, PLAN OF SPRING HAMMOCK, according to the Plat thereof, as recorded in Plat Book 2, Pages 2 through 5, inclusive, of the Public Records of Seminole County, Florida, less that portion conveyed by Warranty Deed recorded in O.R. Book 1274, Page 576, of the Public Records of Seminole County, Florida, more particularly described as follows:.

The East 229.57 feet of the South 398.78 feet (measured at right angles), less the South 20 feet thereof for right of way, of Lot 56, PLAN OF SPRING HAMMOCK, according to the Plat thereof, as recorded in Plat Book 2, Pages 2 through 5, Public Records of Seminole County, Florida."

The above lands being the same as described in Official Records Book 4434, Page 429, Public Records of Seminole County, Florida.

RECORDED

| INSTRUMENT | DATE | FROM | то | O.R. BOOK/PAGE |
|------------|----------|---|-----------------------------|-------------------|
| Easement | 10/13/00 | Hattaway & Bruce, a Florida General Partnership | SEMINOLE COUNTY, FLORIDA | 3938/1536 |

PARCEL NO. 100.2 SECTION 77010 F.P. NO. 240196 1 PAGE 2

PROVIDED that the County has the following rights:

- 1. The County shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the County or require the County to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
- 3. The County shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
- 4. The County agrees to repair any damage to F.D.O.T. facilities and to indemnify the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 100.2 SECTION 77010 F.P. NO. 240196 1 PAGE 3

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of witnesses:

SIGNATURE LINE PRINT/TYPE NAME:

SIGNATURE LINE PRINT/TYPE NAME:_ STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By:

George S. Lovett, Attorney, District Director Of Transportation Development for District Five 719 S. Woodland Blvd. DeLand, Florida 32720

Approved as to Form, Legality and Execution:

By:_

District Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, ____, by George S. Lovett, District Director of Transportation Development for District Five, who is personally known to me or who has produced ______ as identification.

PRINT/TYPE NAME: Notary Public in and for the County and State last aforesaid. My Commission Expires: Serial No., if any:

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida. By: CARLTON HENLEY, 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 ______, 2007, regular meeting.

County Attorney

SUBJECT: <u>Seminole County / Shoemaker Construction Co., Inc., Joint Facilitation of Public</u> <u>Infrastructure Agreement, County Road 46A, Phase III</u>

| DEPARTMENT: Public Works | DIVISION: Engineering | |
|-----------------------------|------------------------|------------------|
| AUTHORIZED BY: Gary Johnson | CONTACT: David Nichols | EXT: <u>5657</u> |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Joint Facilitation of Public Infrastructure Agreement with Shoemaker Construction Co., Inc., in conjunction with the County Road 46A, Phase III, (Capital Improvement Project #00011401) Road Improvement Project.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The Shoemaker Construction Co., Inc., offices located at the southwest corner of the intersection of Airport Boulevard and County Road 46A, were acquired as a total take parcel to facilitate the construction of improvements for the contiguous roadways. Shoemaker Construction was able to locate an available parcel of land in close proximity to its original office location on the southeast corner of the intersection of County Road 46A and Old Lake Mary Road. Seminole County has acquired property contiguous to the new property owned by Shoemaker Construction, Co., Inc., that will be used to construct Stormwater Pond 2 for the County Road 46A, Phase III Project. Shoemaker Construction will construct a new office facility on their property and has a need for a stormwater pond facility. Due to the proximity of their new site to the Seminole County pond, they proposed the construction of a joint use stormwater pond facility that would be created by expanding Seminole County's pond to a size and volume that would accommodate the stormwater requirements for the two projects: County Road 46A, Phase III, roadway project and the Shoemaker Construction office project. The ultimate construction of the joint use pond facility will occupy a portion of both Seminole County's property.

Under the proposed agreement, Shoemaker Construction Co., Inc., will remit a one-time, lump sum non-refundable payment to Seminole County of \$67,500, within 10 days of the date this agreement is approved by the Board of County Commissioners. Shoemaker Construction will modify the stormwater pond facility utilizing a construction contract acceptable to Seminole County and will be responsible for all maintenance of the Joint Use Pond.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Joint Facilitation of Public Infrastructure Agreement with Shoemaker Construction Co., Inc., in conjunction with the County Road 46A, Phase III, Road Improvement Project.

ATTACHMENTS:

- 1. Location Map
- 2. Joint Facilitation of Public Infrastructure Agreement CR 46A, Phase III

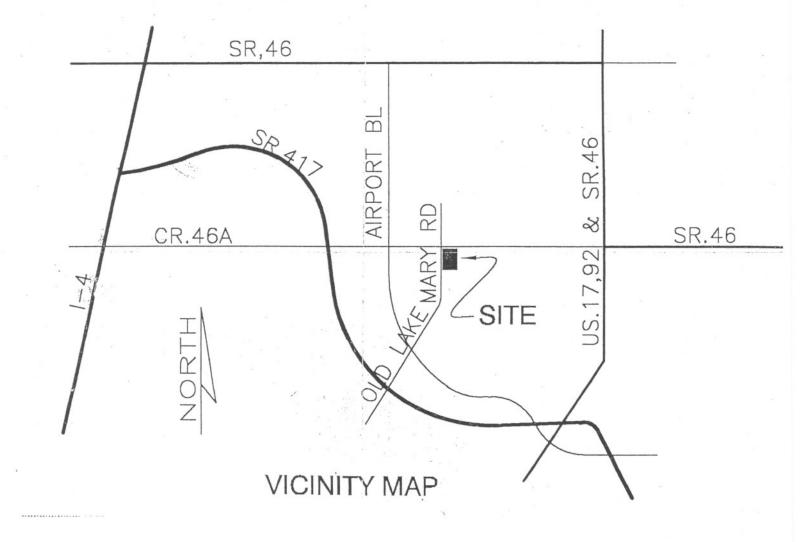
Additionally Reviewed By:

Budget Review (Fredrik Coulter, Lisa Spriggs)

County Attorney Review (Matthew Minter)

Seminole County/Shoemaker Construction Co., Inc. Joint Facilitation of Public Infrastructure Agreement

County Road 46A-Phase III



SEMINOLE COUNTY / SHOEMAKER CONSTRUCTION CO., INC. JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT COUNTY ROAD 46A (PHASE III)

THIS JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT is made and entered into this ______day of _____, 2007, by and between SHOEMAKER CONSTRUCTION CO., INC., a Florida corporation, whose address is P.O. BOX 1885 Sanford, Florida 32772, hereinafter referred to as "DEVELOPER", 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".

WITNESSETH:

WHEREAS, COUNTY is improving CR-46A from Upsala Road to Old Lake Mary Road (the "Road Project"); and

WHEREAS, COUNTY has acquired property (the "County Property") contiguous to property owned by DEVELOPER (the "Developer's Property"), for the location and construction of a stormwater retention pond on such County Property as part of and to serve the needs of the Road Project (the "Planned County Pond"); and

WHEREAS, DEVELOPER desires to develop the Developer's Property (the "**Development**") and has need for stormwater retention for the Development. Developer has proposed to COUNTY a joint use retention pond that would be created by the expansion of the Planned County Pond to a size and volume sufficient to accommodate the stormwater drainage and retention

"**Joint Use Pond**"). The ultimate construction of the Joint Use Pond will occupy a portion of both the County Property and the Developer's property; and

WHEREAS, the parties understand that the County will initially construct on and within the County Property, at County's expense, the Planned County Pond, in order to construct and complete the Road Project; and

WHEREAS, DEVELOPER has agreed to design, permit and construct the expansion of the Planned County Pond to create the Joint Use Pond at DEVELOPER'S expense; and

WHEREAS, the provisions of this Agreement serve the public interest and will benefit both DEVELOPER and COUNTY.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

Section 1. Recitals and Purpose of Agreement The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied. Subject to the terms of this agreement, the parties agree to the design, permitting and construction of a Joint Use Pond situated in part on the County Property, and in part on Developer's Property, of sufficient capacity to allow for the development of both the Development and the Road Project. In addition, each party grants to the

other the perpetual right to use the Joint Use Pond for purposes set forth herein.

Section 2. Compensation As part of the consideration for the use of the County Property and the other terms of this Agreement, and in addition to any other consideration stated herein, DEVELOPER agrees to make a one-time lump sum, non-refundable payment to COUNTY of sixty seven thousand, five hundred dollars (\$67,500.00). Such payment is due upon the COUNTY's approval and execution of this Agreement. Failure to make the payment within ten (10) days thereafter renders this Agreement null and void and of no further force or effect.

Section 3. Design, Permitting and Construction of the Joint Use Pond.

(a) DEVELOPER shall pay all costs of the design, engineering, permitting and construction for the expansion of the Planned County Pond to create the Joint Use Pond, including all drainage structures and appurtenant facilities, whether located on the County Property or on Developer's property. All design work shall be done by a professional engineer or firm of professional engineers, fully licensed to practice in the State of Florida. The Joint Use Pond shall be designed, engineered, permitted and constructed to provide sufficient capacity for DEVELOPER's development and for the outfall from the CR-46A road improvement project as set forth in the right-of-way maps and construction plans for the CR-46A project dated January 30, 2006 (bid plans) and any

revisions thereto, in which CR-46A is to be expanded to five (5) lanes (the County Plans).

(b) Construction of the Joint Use Pond shall be in accordance with the COUNTY's final approved plans, attached hereto as **Exhibit A**, and the **Shoemaker Industrial Project** plans attached hereto as **Exhibit B**.

(c) DEVELOPER shall be responsible for obtaining all required governmental approvals, including permit modifications from the St. John's River Water Management District, and all other approvals required by entities having jurisdiction over the COUNTY improvements to CR-46A or the improvements to DEVELOPER's property. Nothing in this Agreement shall be construed to relieve DEVELOPER from compliance with the applicable Seminole County land use and development regulations. The COUNTY's approval of this Agreement does not constitute a regulatory approval of the Joint Use Pond; the Joint Use Pond must meet all applicable zoning, land use and other regulatory requirements and is subject to such further approvals as may be required under all applicable codes.

(d) Construction of **the Joint Use Pond** shall not commence until the COUNTY has given its written approval of the design of **the Joint Use Pond**, provided however, that the COUNTY's approval does not relieve the DEVELOPER and its design professionals of the responsibility of providing a proper and workable design. DEVELOPER shall provide a copy of the plans to the COUNTY for review and, within thirty (30) days after receipt thereof, the COUNTY shall approve the plans or, if the plans are not approved, provide

reasons why they are not approved and sufficient detail for corrections to be made. Upon COUNTY'S approval of the plans, DEVELOPER shall have the option of proceeding immediately with the construction of the Joint Use Pond so long as the work is performed by the same contractor who has been engaged by the COUNTY for the Road Project, pursuant to a separate agreement between DEVELOPER and the COUNTY'S contractor. In the alternative, DEVELOPER may engage the contractor of his choice for the construction of the Joint Use Pond, in which case the DEVELOPER shall not commence construction on the Joint Use Pond until the COUNTY has accepted the work of the COUNTY'S contractor on the completed Road Project.

(e) Within thirty days following completion of construction of the Joint Use Pond, DEVELOPER shall provide the COUNTY a signed and sealed record survey of the constructed Joint Use Pond and the associated structures to demonstrate that the Joint Use Pond was constructed in accordance with approved plans therefor, including all grades and elevations.

(f) The COUNTY may inspect the construction of the Joint Use Pond at any time and DEVELOPER shall correct any deficiencies to the Joint Use Pond which are caused by DEVELOPER's expansion of the Planned County Pond, immediately following notification from COUNTY.

Section 4. Bonding Requirements/Liens. DEVELOPER shall cause all contractors performing work on the COUNTY Property to be fully licensed and insured. The general contractor shall post a payment and performance bond in an amount sufficient to insure that no lien attaches to the COUNTY Property.

Actual construction shall not begin until the COUNTY: (a) approves, in writing, the design of **the system**; and (b) DEVELOPER posts, in a form reasonably acceptable to the COUNTY, adequate security, in favor of the COUNTY, to cover the cost of the construction, plus ten per cent (10%) for contingencies, and (c) the COUNTY approves the form and content of all insurance policies and payment and performance bonds provided by the general contractor.

DEVELOPER shall indemnify and hold the COUNTY harmless from and against any and all claims arising from the construction work done by, or contracted for by DEVELOPER with respect to the expansion of the Planned County Pond, including claims of lien under Chapter 713 of the Florida Statutes. In the event any contractor, subcontractor, materialman, laborer or third party attempts to place such a lien against the COUNTY Property because of DEVELOPER'S acts of expansion of the Planned County Pond, then DEVELOPER shall immediately post or cause to be posted a bond to transfer the lien from the COUNTY Property to the bond. DEVELOPER shall liable for all costs and expenses, including reasonable attorneys' fees (both at trial and on appeal), incurred by the COUNTY as a result of any claim of lien made against the COUNTY Property arising from the DEVELOPER'S construction work on, and expansion of the Planned County Pond for purposes of creating the Joint Use Pond, and any future maintenance of construction work commissioned or performed by or for DEVELOPER on the Joint Use Pond or from DEVELOPER's use of the COUNTY Property, whether the claim of lien is ultimately judged invalid or not.

Section 5. Maintenance of the Joint Use Pond. After completion of construction of the Joint Use Pond, DEVELOPER shall be solely responsible to maintain the entire Joint Use Pond, in accordance with the COUNTY's functional maintenance requirements, as same may be amended from time to time. Attached hereto as **Exhibit "C"** is a copy of the COUNTY's current standards. Should DEVELOPER fail to maintain the Joint Use Pond, then the COUNTY may perform necessary maintenance at DEVELOPER's expense, provided that, except in the case of an emergency, the COUNTY has first given DEVELOPER written notice of the need for maintenance and DEVELOPER has, for ten (10) days or more, failed to undertake the required maintenance.

Section 6. Recriprocal Easements. Each party shall, by separate instrument, grant to the other party a perpetual easement conveying the right to enter and use the Joint Use Pond for purposes of the construction, maintenance and operation of the Joint Use Pond. Attached hereto as Exhibit "D" is a form of such an easement.

Section 7. Recording. This Agreement shall be recorded in the Public Records of Seminole County and shall inure to the benefit of COUNTY and DEVELOPER, their successors and assigns. This Agreement and the rights conveyed herein shall run with both the Developer's Property and the County Property, and such rights shall be exercisable by the COUNTY or DEVELOPER and any successor in interest of either party.

Section 8. Indemnification. DEVELOPER shall indemnify and hold harmless the COUNTY from and against all claims, demands,

disputes, damages, costs, expenses (to include attorney's fees necessary to defend against any such claims, demands and disputes, including both trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of DEVELOPER or its employees, agents, or by third parties acting on behalf of and with the permission of DEVELOPER, so long as such acts or omissions are caused by DEVELOPER's design, development and construction of, the expansion of the Planned County Pond to create the Joint Use Pond.

Section 9. Insurance. At all times that DEVELOPER uses the Joint Use Pond or other property owned by the COUNTY under this Agreement, DEVELOPER shall maintain liability insurance, through an insurance company licensed to do business in the State of Florida, naming the COUNTY as an additional insured, with minimum combined single limits of one million dollars (\$1,000,000.00) per occurrence. DEVELOPER shall ensure that the County Engineer is provided with a current copy of all such insurance policies. All policies shall be endorsed to require at least thirty (30) days notice to the COUNTY of any material change in coverage or the policy. DEVELOPER shall immediately procure replacement coverage in the event any policy is cancelled, lapses or otherwise is terminated.

Section 10. Notice.

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to, or make deliveries to the other, such notice or delivery shall be sent to:

For the COUNTY:

Jerry McCollum, County Engineer Public Works Department Engineering Division 520 West Lake Mary Boulevard Suite 200 Sanford, Florida 32773

For DEVELOPER:

Alan Dean Shoemaker, President Shoemaker Construction CO., Inc. P.O. Box 1885 Sanford, Florida 32771

(b) Either party may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

Section 13. Obligation of COUNTY. This Agreement shall not be deemed to pledge the credit of the COUNTY or to make the COUNTY a co-venturer or partner of DEVELOPER.

Section 14. Applicable Law Venue/Remedies.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between DEVELOPER and COUNTY regarding the subject matter of this Agreement, DEVELOPER and COUNTY agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator, attending and participating in mediation of such dispute. Each party shall pay the fees of their own attorneys and consultants and their own costs incurred in connection with any such mediation. The costs and fees of the mediator shall be split equally between the parties. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement.

Section 15. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 16. Non-Waiver. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that

party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 17. Further Assurances.

(a) DEVELOPER agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving form the terms and conditions of this Agreement.

(b) DEVELOPER warrants that it will cause the holders of any mortgages and liens relating to the Developer's Property to subordinate their interests to the provisions of this Agreement. If DEVELOPER fails to attain such subordination, it shall lose all rights and benefits deriving hereunder.

Section 18. Curative Periods. No default as to any provision of this Agreement on the part of either the COUNTY or DEVELOPER shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 19. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

WITNESSES:

Del Waltat

SHOEMAKER CONSTRUCTION CO., INC.

SIGNATURE

sent lisalRAT PRINTONAME

L. ODom

SIGNATURE

LEONARD O'DONNELL

PRINTNAME

STATE OF Flarida) COUNTY OF Servinale)

I HEREBY CERTIFY that, on this <u>20</u> day of <u>fugure</u> 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared. <u>SHOEMAKER CONSTRUCTION CO.</u>, INC., a Florida corporation, who is <u>personally known to me</u> or who has produced ______as identification. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation and is authorized to sign on behalf of said corporation.

atrice nn Print Name PATRICIA TANN

My commission, expires:



Notary Public in and for the County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

CARLTON D. HENLEY, Chairman

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

Date:

ALAN DEAN SHOEMAKER, PRESIDENT

Date: AUGUST 20, 2007

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_____ 2007, regular meeting.

County Attorney P:\Users\slee\46A III Joint Infrastructure Agreement (Shoemaker).doc Attachments: Exhibit A-CR-46A (Phase III) Final Approved Construction Plans Exhibit B-<u>Shoemaker</u> Industrial Project Plans Exhibit C-Functional Maintenance Requirements Exhibit D-Form Easement

August 6, 2007

EXHIBIT "C"

JOINT USE POND MAINTENANCE REQUIREMENTS

The joint use pond functional maintenance requirements shall consist of the following components:

- 1. The joint use pond facility and its associated structures shall be inspected monthly and after major rainfall events to check for any obstructions or damage and to remove accumulated trash and debris.
- 2. The joint use pond facility shall be mowed on a monthly schedule.
- 3. Undercut or eroded areas shall be repaired as needed.
- 4. Sediment accumulations shall be monitored and removed when 25% of the permanent pool volume has been lost.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: <u>State Road 436 and Red Bug Lake Road Interchange Project – Purchase</u> <u>Agreement - FDOT Parcel 109 – Willie M. Troupe, A Single Woman</u>

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar EXT: 5702

MOTION/RECOMMENDATION:

Approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 109 on the State Road 436 and Red Bug Lake Road Interchange Project and authorize the issuance of two checks; one made payable to Bank of America in the amount of \$62,795.64 for the existing mortgage and a second check made payable to Willie Troupe in the amount of \$244,581.16 for the remainder (final agreement is \$307,376.80).

Approve the issuance of a check for a not-to-exceed amount of \$14,000.00 to Willie Troupe for residential relocation expenses related to this purchase.

Approve the issuance of a check for a not-to-exceed amount of \$10,000.00 to Broad and Cassel for attorney's fees related to this purchase.

District 1 Bob Dallari District 2 Michael McLean District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Under the 2nd Generation Sales Tax Program, the County administers and funds certain State Road projects from design through construction, with the exception that the Florida Department of Transportation (FDOT) is the acquiring agent during the right-of-way phase. As part of the 2nd Generation Sales Tax Program, the intersection of State Road 436 and Red Bug Lake Road was identified for a major transportation improvement. At the April 26, 2005, Board of County Commissioners hearing, the Board adopted Alternative 1 for the proposed improvement at this intersection. Subsequently, the County's consultant completed the Project Development and Environment (PD&E) Study and obtained approval from the Federal Highway Administration (FHWA) and FDOT.

The project is now in final design and several sites for stormwater retention ponds have been identified to meet the stormwater management system requirements. Two retention ponds (ponds 2-2 and 2-3) have been designed on Red Bug Lake Road east of State Road 436 which will require the purchase of fourteen (14) residential properties in the Summerset Subdivision. There are also three (3) additional homes that will be purchased in the Summerset Subdivision due to the widening of Red Bug Lake Road as it approaches State

Road 436.

A meeting was held on March 29, 2007 with all the homeowners in the Summerset Subdivision being impacted by this project. Representatives from FDOT's right-of-way acquisition group were in attendance at the meeting and the option of advanced acquisition was presented to the homeowners. Several residents have approached FDOT to start the advanced acquisition process since the meeting was held. This purchase agreement is for the advanced acquisition of one of the residences in the Summerset Subdivision.

Funds are budgeted in FY 2007/2008 for acquisition of property on this project (Capital Improvement Project #00226301). On September 12, 2007, FDOT reached an agreement with Willie M. Troupe under which she will be paid \$305,630.00 for the purchase of the property. In addition, the property owner will be paid relocation expenses in an amount not to exceed \$14,000.00, based on the estimate provided by FDOT in the attached letter. Residential relocation costs are required since FDOT is performing the acquisition of right-of-way on this project in accordance with Federal Highway Administration (FHWA) requirements. The firm Broad and Cassel will be paid attorney's fees not to exceed \$10,000 for assisting the property owner in this purchase.

FDOT will be able to execute the closing on this property as soon as the check is issued by Seminole County following the October 9, 2007, BCC Meeting.

FDOT has recently approved a Work Program Amendment to facilitate transfer of Seminole County right-of-way acquisition funds directly to FDOT through a Local Funding Agreement (LFA). This LFA is scheduled to be approved by the Board of County Commissioners at the September 25, 2007, meeting. Until the LFA is in full effect (approximately mid-November 2007), payment requests such as this will be processed through the Board of County Commissioners.

STAFF RECOMMENDATION:

Staff recommends the Board approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 109 on the State Road 436 and Red Bug Lake Road Interchange project and authorize the issuance of two checks; one made payable to Bank of America in the amount of \$62,795.64 for the existing mortgage and a second check made payable to Willie Troupe in the amount of \$244,581.16 for the remainder (final agreement is \$307,376.80).

Approve the issuance of a check for a not-to-exceed amount of \$14,000.00 to Willie Troupe for residential relocation expenses related to this purchase.

Approve the issuance of a check for a not-to-exceed amount of \$10,000.00 to Broad and Cassel for attorney's fees related to this purchase.

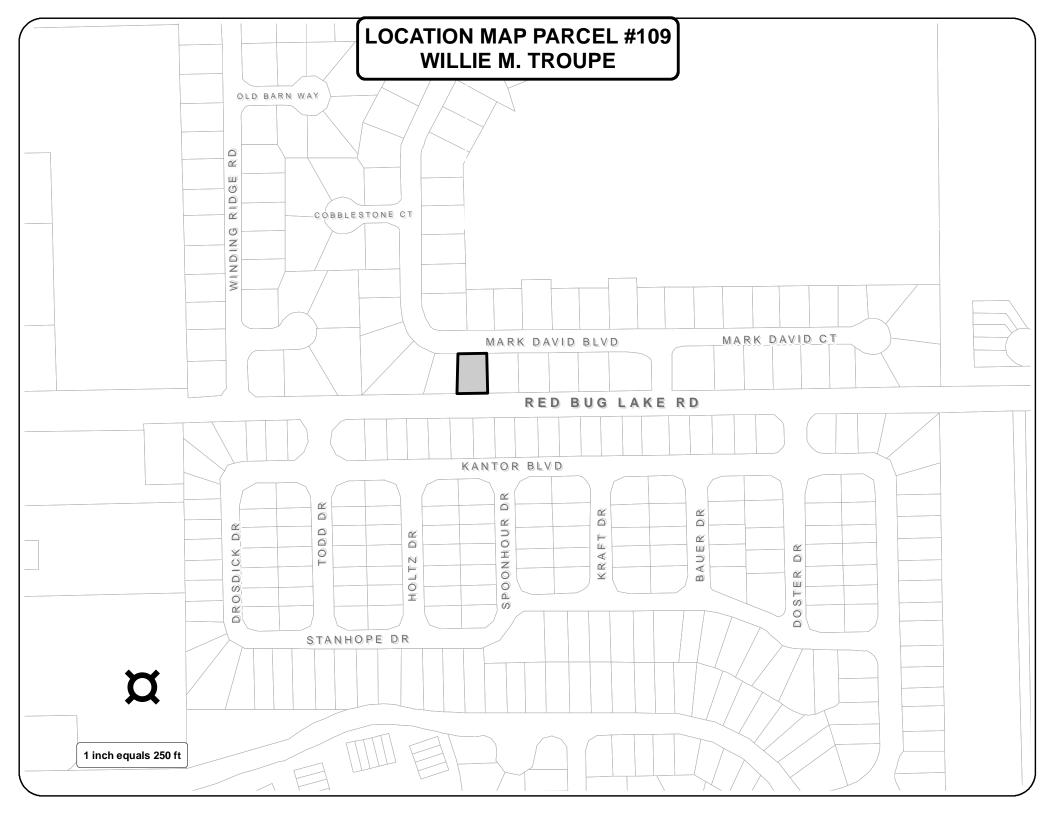
ATTACHMENTS:

- 1. Location Map
- 2. Letter dated September 13, 2007 from FDOT
- 3. Purchase Agreement FDOT Parcel 109 Troupe

Additionally Reviewed By:

Budget Review (Fredrik Coulter, Lisa Spriggs)

County Attorney Review (Matthew Minter)





CHARLIE CRIST GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 STEPHANIE KOPELOUSOS SECRETARY

Mr. Brett Blackadar Seminole County 520 Lake Mary Blvd. Suite 200 Sanford, Fl. 32773

September 13, 2007

Dear Mr. Blackadar:

Enclosed is a copy of the executed purchase agreement between FDOT and Willie Troupe for the advanced acquisition of Parcel 109 on the SR 436 and Red Bug Lake Road project. The funds to purchase this property will be provided by Seminole County. The following information is provided for BCC approval:

The final agreement is \$307,376.80 for land acquisition (This includes \$1446.80 for the wall and \$300.00 for the appraisal reimbursement). We need two checks, one made payable to Bank of America for the existing mortgage. The amount is \$62,795.64. The remainder to be made payable to Willie Troupe for \$244,581.16. The attorney fees are not to exceed \$10,000.00 and relocation not to exceed \$5,000.00. However, she is eligible for our relocation purchase additive of \$9,000.00. The parcel will be closed as soon as FDOT receives the check from Seminole County.

Please contact me if you need any additional information related to this advance acquisition.

Sincerely,

fla -and/

Tina M. Pollard, RW-RÀ Acquisition Agent 386 943 5397

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

OFFER AND PURCHASE AGREEMENT

575-030-07 RIGHT OF WAY OGC - 08/07 Page 1 of 3

| ITEM SEGMENT NO .: | 4193691 | | |
|-----------------------|---|--|--|
| DISTRICT: | 05-77080 | | |
| FEDERAL PROJECT NO .: | N/A | | |
| STATE ROAD NO .: | 436 | | |
| COUNTY: | Seminole | | |
| PARCEL NO .: | 109 | | |
| | the second se | | |

Seller: Willie M. Troupe, A Single Woman

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: Parcel 109, Seminole County

| (b) | Estate being purchased | | |
|-----|----------------------------|--------------------------------|-------------------------|
| | | Permanent Easement | |
| | | Temporary Easement | |
| | | Leasehold | |
| (c) | Buildings, structures, fix | tures, and other improvements: | Single Family Residence |
| (0) | | | |
| | | | |
| | | | |
| (d) | Personal property: | N/A | |
| | (1244) (2255 - 621) · | | |
| | | | |
| | | | |
| | | | |
| (e) | Outdoor advertising stru | ucture(s) permit number(s): | |

Buildings, structures, fixtures and other improvements owned by others: These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

.....

| (a) | Real Property | | | |
|-----------------------|---|------------|-----|------------|
| | Land | 1. | \$ | 60,000.00 |
| | Improvements | 2. | \$ | 170,000.00 |
| | Real Estate Damages (Severance/Cost-to-Cure) | 3. | \$ | 0.00 |
| | Incentive | 4. | \$ | 75,630.00 |
| | Total Real Property | 5. | \$ | 305,630.00 |
| (b) | Total Personal Property | 6 | \$ | 0.00 |
| (c) | Fees and Costs | | | |
| | Attorney Fees | 7 | \$ | 0.00 |
| | Appraiser Fees | 8 | | 0.00 |
| | | - | | |
| | | _ Fee(s) 9 | | 0.00 |
| | Total Fees and Costs | 10 | _\$ | 0.00 |
| (d) | Total Business Damages | 11 | | 0.00 |
| (e) | Total of Other Costs | 12 | \$ | 0.00 |
| | List: | | | |
| Total Purchase | Price (Add Lines 5, 6, 10, 11 and | d 12) | \$ | 305,630.00 |
| (f) | Portion of Total Purchase Price to be Seller by Buyer at Closing | paid to | \$_ | 0.00 |
| (g) | Portion of Total Purchase Price to be Seller by Buyer upon surrender of po | | \$_ | 0.00 |

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Selier shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (9) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

(i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(j)

IV. Closing Date

VII.

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

O There is an addendum to this agreement. Page ____ is made a part of this agreement.

- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes.** A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s Buyer State of Florida, Department of Transportation Signature BY: Signature Type or print name under signature Signature Date Type or print name and title under signature Type or print name under signature FINAL AGENCY ACCEPTANCE The Buyer has granted Final Agency Acceptance this _____ day of _ BY: Signature Type or print name and title under signature This document delivered by Date This document received by Date

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Memorandum of Agreement for Mosquito Control Program

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Edward Horvath EXT: 5568

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County and the seven (7) cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) for a Countywide Mosquito Control Program.

County-wide

Edward Horvath

BACKGROUND:

The Joint City/County Advisory Committee created and tasked a Stormwater Technical Committee to research and make recommendations to the Joint Committee concerning many areas. One area addressed was Countywide mosquito control. The County and all seven cities currently have separate Mosquito Control Programs ranging from complaint-based adult control to limited integrated mosquito management. Integrated and comprehensive mosquito control is the best approach to prevent the outbreak of mosquito-borne diseases. Separately, the current programs do not coordinate with each other and are not science based, preventing efficient, comprehensive and integrated Countywide mosquito control. This Memorandum of Agreement between all seven (7) cities and Seminole County was created to consolidate and integrate mosquito control activities based on a comprehensive and scientific approach. Coordination and consolidation of efforts will result in more effective mosquito control and increase efficiency by preventing repeated treatments.

This Memorandum of Agreement is the starting point for Countywide integrated mosquito control and has been approved and recommended by the Joint City/County Advisory Committee, as well as approved and executed by all seven (7) cities. The County has started phase-in of the program within the Public Works Department. In accordance with staff recommendations and Board direction, the County will phase in the program over a three (3)-year period using staff and contracted services, and will phase out most out-sourcing. The County will utilize a combination of full-time and seasonal employees to accomplish the mission of controlling mosquitoes, conducting mosquito control activities within the geographic boundaries of the County, to include the cities. Any supplemental treatments by the cities will larvae control on an as-needed basis in accordance with all applicable Federal, State and local regulations and with the cities' approval when appropriate. The County will conduct mosquito control activities within the geographic boundaries of the County by the cities will be coordinated through the cities will be coordinated through the cities. Any supplemental treatments by the cities.

As recommended by the Joint City/County Advisory Committee, each city has identified a representative to serve on an advisory committee to coordinate implementation activities and

assure consistency of service delivery.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Agreement between Seminole County and the seven (7) cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) for Countywide mosquito control.

ATTACHMENTS:

1. Mosquito Control Memorandum of Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this day of , 2006, 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 CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32710, thereafter referred to as ALTAMONTES SPRINGS; and CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as CASSELBERRY; and CITY OF LAKE MARY, a Florida municipal corporation, whose address is Post Office Box 725, Lake Mary, Florida 32746, hereinafter referred to as LAKE MARY; and CITY OF LONGWOOD, A Florida municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as LONGWOOD; and CITY OF OVIEDO, a Florida municipal corporation, whose address is Post Office Box 159, Oviedo, Florida 32765, hereinafter referred to as OVIEDO; and CITY OF SANFORD, a Florida municipal corporation, whose address is Post Office Box 1778, Sanford, Florida 32772-1778, hereinafter referred to as SANFORD; and CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter referred to as WINTER SPRINGS.

WITNESSETH:

WHEREAS, ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD AND WINTER SPRINGS shall collectively hereinafter be referred to as CITIES; and

WHEREAS, the parties hereto have the common power to implement programs and services affecting the health, safety and welfare of citizens within their respective geographic jurisdictions; and

WHEREAS, to protect the interest of the public health, the Joint City-County Advisory Committee recommended the implementation of a County-wide science based Mosquito Control Program (Program) that is focused on integrated pest management; and

WHEREAS, the parties desire to eliminate duplication and waste from the existing separate implementation of mosquito control programs; implement a comprehensive public education component to such programs and encourage source reduction and minimization of chemicals utilized; and

WHEREAS, the CITIES desire to contract with the COUNTY for the provision of said services; and

WHEREAS, the COUNTY is agreeable to providing these services pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes, which provides for the exercise, by Agreement of two or more public agencies, of any power common to them,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this Agreement is for the COUNTY to provide the following services to the CITIES in the manner hereinafter set forth:

A. The COUNTY shall:

- 1. Operate the Program within its Department of Public Works as described in the Addendum attached hereto and incorporated herein;
- Implement the Program over a three (3) year time period;
- 3. Conduct mosquito control activities within the geographic boundaries of the CITIES;
- 4. Conduct aerial spraying on an as-needed basis in accordance with the CITIES approval and all applicable Federal, state and local regulations;

5. Establish an Advisory Committee comprised of one (1) designated representative from the COUNTY and one (1) designated representative from each of the member CITIES to address implementing the Program and customer related service issues.

The CITIES shall:

- 1. Designate a representative to participate in the Advisory Committee established pursuant to Section 2.A.5 above.
- 2. Cooperate in good faith and in a timely manner with all parties to this Agreement with regard to the subject matter of said Agreement.

SECTION 3. EMPLOYEE STATUS. Persons employed by any party

in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the other parties' officers and employees either by operation of law or by the party.

SECTION 4. NOTICES. Whenever a party desires to give notice to another party, notice may be sent to:

For COUNTY:

* .

Board of County Commissioners Carlton D. Henley, Chairman 1101 East First Street Sanford, FL 32773

For ALTAMONTE SPRINGS:

Patsy Wainright, Clerk City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 32701

For CASSELBERRY:

Thelma McPherson, Clerk City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707

For LAKE MARY:

Carol Foster, Clerk City of Lake Mary Post Office Box 725 Lake Mary, FL 32746

For LONGWOOD: Sarah M. Mirus, Clerk City of Longwood 175 West Warren Avenue Longwood, FL 32750

For OVIEDO: Barbara Barbour, Clerk City of Oviedo Post Office Box 159 Oviedo, Fl 32765

For SANFORD:

Janet R. Dougherty, Clerk City of Sanford Post Office Box 1778 Sanford, FL 32772-1778

For WINTER SPRINGS:

City of Winter Springs Andrea Lorenzo-Luaces, Clerk 1126 East State Road 434 Winter Springs, FL 32708

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

SECTION 5. PUBLIC RECORDS LAW. The parties acknowledge their obligations pursuant to Chapter 119, Florida Statutes, to release public records created in accordance with this Agreement to members of the public upon request.

SECTION 6. COUNTERPARTS AND HEADINGS. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

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.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

BY:

CARLTON D. HENLEY, Chairman

Date:

As authorized for execution by the Board of County Commissioners in their , 2006, regular meeting.

County Attorney

ATTEST:

Patsy/Wainright/Clerk

ATTEST:

Thelma McPherson, Clerk

ATTEST:

Carol Foster, Clerk

ATTEST:

Sarah M. Mirus, Clerk

CITY OF ALTAMONTE SPRINGS

By: Hauck Russel F. COUR

WINNING IN THE STREET

(IIIIIIII BRINNIN

CITY OF CASSELBERRY

By: Bob Goff, Mayor

CITY OF LAKE MARY

By: Thomas C. Greene, Mayor

CITY OF LONGWOOD

By: John C. Maingot, Mayor

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

BY:

CARLTON D. HENLEY, Chairman

Date:

As authorized for execution by the Board of County Commissioners in their ____, 2007, regular meeting.

CITY OF ALTAMONTE SPRINGS

Russel E. Hauck, Mayor

Patsy Wainright, Clerk

ATTEST:

Thelma McPherson, Clerk

ATTEST:

Carol Foster, Clerk

ATTEST:

Sarah M. Mirus, Clerk

CITY OF CASSELPERRY By:

CITY OF LAKE MARY

By:

By:

Thomas C. Greene, Mayor

or

CITY OF LONGWOOD

By:_

John C. Maingot, Mayor

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

BY: CARLTON D. HENLEY, Chairman

Date:

As authorized for execution by the Board of County Commissioners in their ____, 2007, regular meeting.

CITY OF ALTAMONTE SPRINGS

Patsy Wainright, Clerk

Russel E. Hauck, Mayor

ATTEST:

Thelma McPherson, Clerk

ATTEST:

arol a. Foster

Carol Foster, Clerk Approved by Commission 1-18-07

ATTEST:

Sarah M. Mirus, Clerk

CITY OF CASSELBERRY

By:

By: Bob Goff, Mayor

CITY OF LAKE MARY

By: By: Thomas C. greene, Mayor

George F. Duryea, Deputy Mayor

CITY OF LONGWOOD

By:____

John C. Maingot, Mayor

BOARD OF COUNTY COMMISSIONERS ATTEST: Sield voied of dead SEMINOLE COUNTY, FLORIDA STAR Post Office Box 1778 Clerk to the Board of CARLTON D. HENLEY, Chairman County Commissioners of Seminole county Florida. aga mountw to ytho Date: Sha For the use and reliance Of Seminole County only. As authorized for execution Approved as to form and setting by the Board of County legal sufficiency. 2006, regular meeting. Commissioners in their _____, County Attorney of 1900 to square for receipt of saddesses of saddesses of saddesses of saddesses of saddesses ATTEST: By: Russel E. Hauck, Mayor Patsy Wainright, Clerk CITY OF CASSELBERRY ATTEST: executed simultaneously and in any number of counterparts, each ad an oryginal, but all of which shall of wh Bob Goff, Mayor Thelma McPherson, Clerk ATTEST: Jog Ilada bas vigo ener CITY OF LAKE MARY goo rol ers due By: Carol Foster, Clerk Thomas C. Greene, Mayor caused their names CITY OF LONGWOOD ATTEST: By: Linda F. Goff, Deputy City Clerk

erestre i e e

BARBARA Barbour, Clerk

ATTEST:

CITY OF OVIEDO

By:

Thomas G. Walters, Mayor

CITY OF SANFORD

Janet R. Dougherty, Clerk

ATTEST:

CITY OF WINTER SPRINGS

Linda Kuhn, Mayor

By:____

By:

John F. Bush, Mayor

Andrea Lorenzo-Luaces, Clerk

SED/sb 9/8/06

Attachment: Addendum

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1. 2.

BARBARA Barbour, Clerk

ATTEST:

R. Dougher

ATTEST:

CITY OF OVIEDO

By: Thomas G. Walters, Mayor

CITY OF SANFORD

By: Linda Kuhn, Mayor

CITY OF WINTER SPRINGS

Andrea Lorenzo-Luaces, Clerk

SED/sb 9/8/06

Attachment: Addendum

..

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By:______ John F. Bush, Mayor

CITY OF OVIEDO

BARBARA Barbour, Clerk

ATTEST:

By: Thomas G. Walters, Mayor

CITY OF SANFORD

Janet R. Dougherty, Clerk

ATTEST:

Andrea Lorenzo-Luaces, Clerk

SED/sb 9/8/06

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Attachment: Addendum

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By: Linda Kuhn, Mayor

CITY OF WINTER SPRINGS

By: Jøhn F. Bush, Mayor

ADDENDUM

Mosquito Control Program Description:

As recommended by the Joint City/County Advisory Committee, and endorsed by all of the municipalities and the BCC, a science-based countywide integrated mosquito control program has been developed. It has been proposed to be implemented over a three year period. The proposed implementation schedule is as follows:

Year 1 (FY06/07):

- Hire Manager and senior staff assistant positions (2 positions).
 - Division Manager or Principal Engineer (PB8) level position recommended, due to Florida DACS Bureau of Entomology and Pest Control, Mosquito Control Laws requires a "Director" have a four year degree in science or engineering and at least two years of work experience in mosquito control, in order to have "state certified" program, eligible for annual state reimbursement.
- Continue to use existing contracted program, while developing in-house program.
 - Existing contract expires June 2007. Extension or other contract action needed over three year implementation.
- Cities will continue separate programs, but begin coordination with Manager.
- Develop implementation plan.
- Purchase of one vehicle and office equipment.
- Develop Advisory Board (as outlined by Joint City/County Advisory Committee and BCC)

Year 2 (FY07/08)

- Hire technical staff (3 positions)
 - Customer Service Specialist
 - Principal Coordinators (2): Scientist & GIS
- Purchase capital equipment for program.
- Begin implementation plan.
 - Continue contract spraying, but begin to phase in the in-house program activities, such as larvicide, trapping, and educational programs.
 - Cities continue to individual spray programs but begin integration of other activities (listed previously).
- Initiate Advisory Committee.

Year 3 (FY08/09)

- Hire field staff (7 positions)
 - o 1 Senior Team Leader (Field Supervisor PB6)
 - o 2 Senior Technicians (PB5)
 - 2 Technicians (PB4)
 - 2 Associate Technicians (PB3)
- Continue limited contract for spraying only through June 2009, but discontinue use of spaying services once sufficient number of field staff are hired and/or trained.
 - Fully implement countywide program.
 - Discontinue separate city programs.

AGENDA MEMORANDUM

SUBJECT: King property

DEPARTMENT: <u>County Attorney's Office</u> **DIVISION:** <u>Litigation</u>

AUTHORIZED BY: Lola PfeilCONTACT: Sharon SharrerEXT: 7257

MOTION/RECOMMENDATION:

Approve the proposed mediated settlement relating to Parcel Numbers 225/725/825 on the East Lake Mary Boulevard Phase IIB project. This proposed mediated settlement at \$138,077.44 includes land value, severance damage, statutory interest, statutory attorney's fees, experts' fees and cost reimbursements. Judge Galluzzo.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve the proposed mediated settlement relating to Parcel Numbers 225/725/825 on the East Lake Mary Boulevard Phase IIB project. This proposed mediated settlement at \$138,077.44 includes land value, severance damage, statutory interest, statutory attorney's fees, experts' fees and cost reimbursements. Judge Galluzzo.

ATTACHMENTS:

1. King property

Additionally Reviewed By: No additional reviews

10/9/2007



COUNTY ATTORNEY'S OFFICE MEMORANDUM

TO: **Board of County Commissioners**

- THROUGH:
 Matthew G. Minter, Deputy County Attorney
 Matchew & Minter

 FROM:
 David G. Shields, Assistant County Attorney
 Mariel A. Shields

 Ext. 5736
 Image: Assistant County Attorney
 Mariel A. Shields
- Pam Hastings Administrative Manager/Public Works Department CONCUR: David Nichols, Principal Engineer/Engineering Division Dans 10
- DATE: September 10, 2007
- RE: Settlement Authorization East Lake Mary Boulevard Phase IIB Parcel Nos. 225/725/825; King Seminole County v. Nordman, et al. Case No. 03-CA-2121-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel Nos. 225/725/825. The proposed mediated settlement at the total recommended sum of \$138,077.44 is inclusive of all land value, severance damage, statutory interest, statutory attorney's fees, experts' fees and cost reimbursements. The total settlement authorization is allocated as follows:

| \$ 95,000.00 | land value, severance damage, and statutory interest |
|---------------------|--|
| \$ 17,259.00 | statutory attorney's fee; and |
| <u>\$ 25,818.44</u> | experts' fees and cost reimbursements |
| <u>\$138,077.44</u> | Total |

I. THE PROPERTY:

Location Data Α.

The subject parcels are located along the east side of Cameron Avenue, north of Moores Station Road and south of State Road 46 in unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The property is vacant and, therefore does not have an assigned address. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003, authorizing the acquisition of Parcel Nos. 225/725/825. The East Lake Mary Boulevard Phase IIB 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 Order of Take occurred on November 14, 2003 for the referenced parcels. Seminole County acquired title to Parcel No. 225, the right to temporary use of Parcel No. 725 and the right to permanent use of Parcel No. 825 on February 5, 2004, the date of deposit of the good faith amount for the Parcels.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 225 totals 1.0247 acres in fee simple from a parent tract of 19.8748 acres with a remainder of 18.8501 acres. Parcel No. 725 is a temporary construction easement containing 1,000 square feet and Parcel No. 825 is a permanent drainage easement that totals 1,712 square feet.

The fee taking severed the remainder in two pieces, one to the east and one to the west. However, each remainder has road access in the after situation, either on Cameron Avenue or on East Lake Mary Boulevard.

IV APPRAISED VALUES

The County's original report dated January 16, 2003, was prepared by The Spivey Group, Inc., and reported full compensation to be \$38,800.00, allocated \$37,700.00 for Parcel No. 225, \$300.00 for Parcel No. 725 and \$800.00 for Parcel No. 825. An additional report updated to the date of deposit opines the value to be \$41,800.00 for Parcel Nos. 225, \$300.00 for Parcel No. 725 and \$900.00 for Parcel No. 825 for a total of \$43,000.00.

The owner's appraiser, Calhoun, Dreggors and Associates, provided a report dated May 10, 2007, which opined full compensation at \$182,400.00 as of February 5, 2004, the date of deposit of the good faith amount for the parcels.

V BINDING OFFER/STATUS OF THE CASE

The County's initial written offer was \$42,700.00. An Offer of Judgment of \$55,000.00 was issued to the property owner which he did not accept.

This settlement was arrived at a mediation held on August 10, 2007. The trial was set for December 3, 2007, but will be cancelled by opposing counsel since the owner's compensation was settled at mediation.

VI ATTORNEY'S FEES AND COSTS

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A. <u>Attorney's Fees</u>. The statutory attorney's fee reimbursement totals \$17,259.00. The sum is statutorily computed based upon a settlement sum of \$95,000.00 less a first written offer of \$42,700.00 to produce a benefit of \$52,300.00.

The owners' claimed costs for the referenced parcels totaled \$26,184.48. The break down is as follows:

| Α. | Survey | \$ 3,568.75 |
|---------------------------|------------------------|--------------------|
| В. | Appraisal | \$11,363.00 |
| С. | Engineering | \$ 2,955.00 |
| D. | Land Planner | \$ 6,502.53 |
| Ε. | Transportation Planner | \$ 908.85 |
| F. | Court Reporter | \$ 217.00 |
| G. | Exhibits | \$ 303.31 |
| Η. | Miscellaneous | <u>\$ 366.04</u> |
| Total Cost reimbursements | | <u>\$26,184,48</u> |

The County challenged the miscellaneous costs as overhead and negotiation resulted in a cost settlement of \$25,818.44.

| Α. | Survey | \$ | 3,568.75 |
|---------------------------|------------------------|------------|------------------|
| В. | Appraisal | \$ | 11,363.00 |
| C. | Engineering | \$ | 2,955.00 |
| D. | Land Planner | \$ | 6,502.53 |
| Ε. | Transportation Planner | \$ | 908.85 |
| F. | Court Reporter | \$ | 217.00 |
| G. | Exhibits | \$ | 303.31 |
| Η. | Miscellaneous | <u>\$</u> | 0.00 |
| Total Cost reimbursements | | <u>\$2</u> | <u>25,818.44</u> |

VII COST AVOIDANCE

The difference between the County's \$43,000.00 appraisal value and the owner's \$182,400.00 appraisal value was \$139,400.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation. When faced with two "reasonable," but differing appraisals, juries tend to return a verdict around midpoint. The midpoint of the two appraisals is \$112,700.00. A settlement at \$95,000.00 for the land value is below midpoint and reasonable under the circumstances of the case.

By accepting this settlement, the County avoids all further cost and expense with these parcels.

VII RECOMMENDATION

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County staff recommends that the BCC approve this mediated settlement at \$138,077.44 that includes land value, severance damage, statutory interest, statutory attorney's fees, experts' fees and cost reimbursements.

DGS/dre Two (2) Attachments: Exhibit A - Location Map Exhibit B - Sketch P:\Users\Dedge\My Documents\Mem\Agenda Item Nordman King 225 Series Settlement.Doc

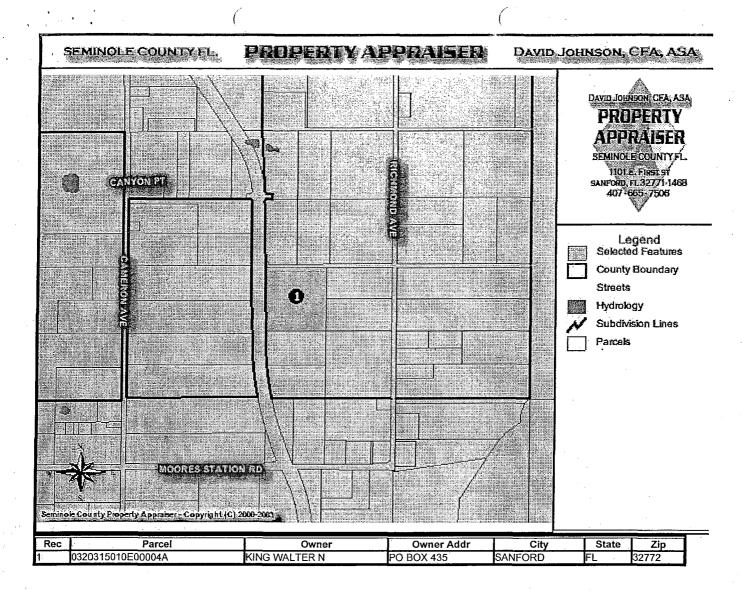


EXHIBIT A

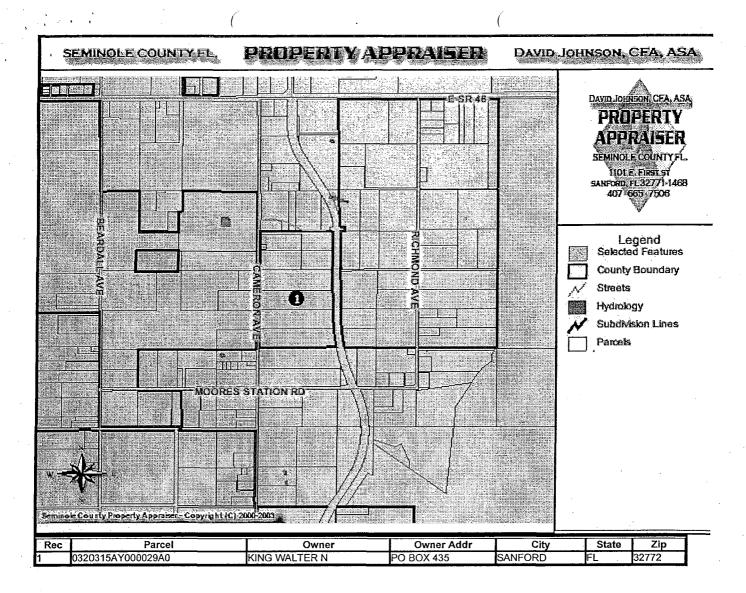
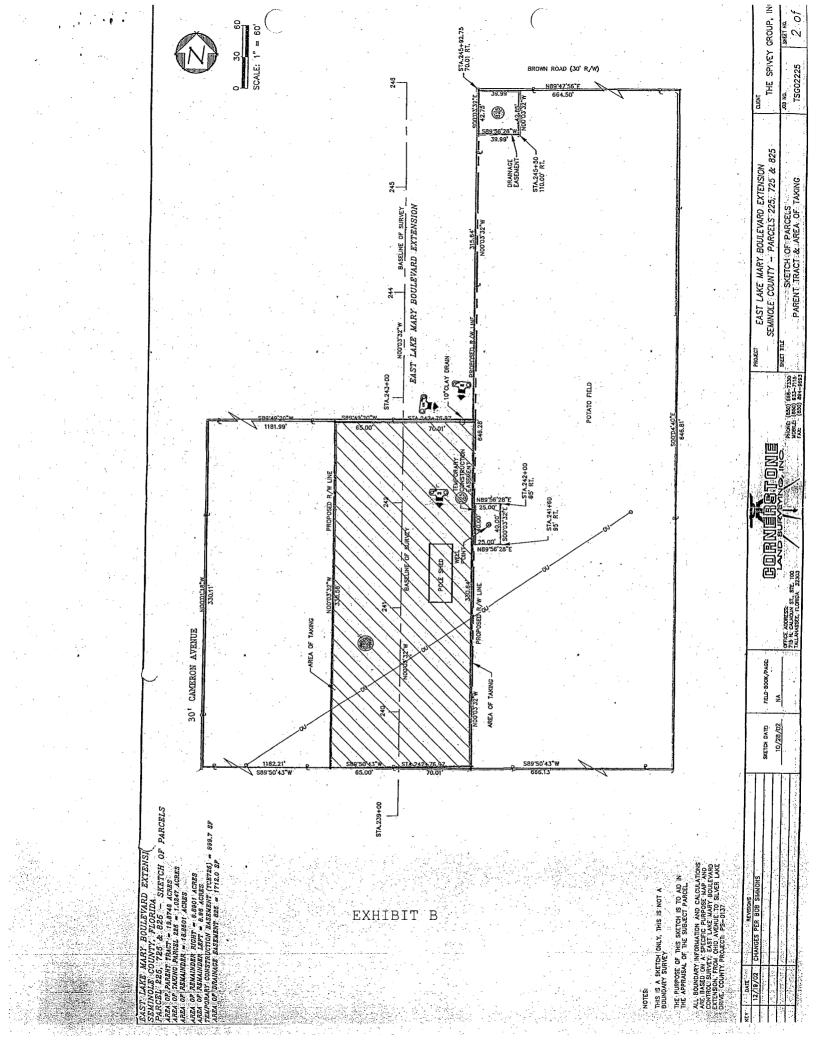


EXHIBIT A

http://simon03.scpafl.org/servlet/com.esri.esrimap.Esrimap?ServiceName=overview_small... 1/25/2007



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists and BCC Official Minutes

DEPARTMENT: Clerk's Office DIVISION:

AUTHORIZED BY: April Boswell, Sharon Peters CONTACT: Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Lists dated September 4, 10 & 17, 2007; and Payroll Approval Lists dated September 6, 2007; Approval of BCC Official Minutes dated September 11 & 12, 2007.

County-wide

Dave Godwin

BACKGROUND:

See attached

STAFF RECOMMENDATION:

Staff recommends approval of Expenditure Lists dated September 4, 10 & 17, 2007; and Payroll Approval Lists dated September 6, 2007; Approval of BCC Official Minutes dated September 11 & 12, 2007.

ATTACHMENTS:

1. Clerk's Report 10 9 2007

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

| SUBJECT: Expenditure & Payroll Approval Lists and BCC Official Minutes |
|---|
| DEPARTMENT Clerk's Office DIVISION: County Commission Records |
| AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662 |
| Agenda Date <u>10-09-2007</u> Regular 🗌 Consent 🗵 Work Session 🔲 Briefing 🗌 |
| MOTION/RECOMMENDATION |
| Approval of Expenditure and Payroll Lists. Approval of BCC Minutes |
| BACKGROUND: |

- 1. Expenditure Approval Lists dated September 4, 10 & 17, 2007; and Payroll Approval List dated September 6, 2007.
- 2. BCC Official Minutes dated September 11 & 12, 2007.
- 3. Clerk's "Received and Filed" for information only.

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| Other_ | |
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CLERK'S REPORT OCTOBER 9, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated September 4, 10, and 17, 2007; and Payroll Approval List dated September 6, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. <u>ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS</u> OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated September 11 and 12, 2007.

ACTION REQUESTED: Motion approving same.

- B. RECEIVED AND FILED For Information Only.
 - 1. M-2544-07 and M-2545-07 Basic Contracts with PBS&J.
 - 2. Amendment #1 to Work Order #18 to CC-1198-02.
 - 3. Amendment #7 to Work Order #3 to PS-537-99.
 - 4. Memorandum to Liz Parkhurst, Planning & Development, from Sandy McCann, Commission Records, regarding outstanding documents.
 - 5. Memorandum to Ann Colby, Assistant County Attorney, from David Shields, Assistant County Attorney regarding litigation support services and expert witness procurement for Seminole County v. Moran, et al.
 - 6. Work Orders #21 and #22 for PS-5190-05.

- 7. Certificate of Completion for CC-0348-05.
- 8. Work Order #7 to PS-1074-06.
- 9. Change Order #4 to CC-1449-06.
- 10. Certificate of Completion for Work Order #14 to CC-1075-06.
- 11. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement with Central Florida Educator's Federal Credit Union.
- 12. Amendments to the Conditional Utility Agreements for Water & Sewer Service with Sunshine Lake Mary, LLC.
- 13. Satisfactions of Connection Fees for the projects known as Heritage Commons; The Traditions @ Alafaya, Phase 2 (Colonial Bank); Greenway South PUD; Bonyandi Properties Lot 5; and Bonyadi Properties Lot 1.
- 14. Conditional Utility Agreements for Water and Sewer Service with Thomas Morris.
- 15. Development Orders for Joseph & Charlotte Barolet, Guest House; Michael J. & Alicia R. Presutti, Guest House; and Donald & Sandra MacDougall, Guest House.
- 16. Amendment #1 to Work Order #54 for PS-5150-03.
- 17. IFB-3075-03 Term Contract for Fire Division Uniforms Letter of Understanding #6.
- 18. Amendment #1 to the Maintenance Agreement and Amended and Restated Letter of Credit #07-1115 in the amount of \$5,575 for Vantage Point Commerce Park.
- 19. Maintenance Agreements and Letter of Credits #SB 55017 in the amount of \$24,790 for Greeway South PUD (aka Shoppes at Clayton's

Crossing) and #FCU LK FOREST in the amount of \$1,045.25 for Fairwinds Credit Union.

- 20. Certificate of Completion for Work Order #1 to CC-1075-06.
- 21. Change Order #2 to Work Order #4 for CC-1075-06.
- 22. Certificate of Completion for Work Order #15 to CC-1252-04.
- 23. Change Order #3 to CC-0926-06.
- First Amendment to Term Contract #IFB-3133-06, 3M Company.
- 25. Change Order #6 to CC-1636-06.
- 26. Work Order #67 to PS-5130-02.
- 27. Amendment #2 to Work Order #11 and Amendment #1 to Work Order #16 for PS-0381-06.
- 28. M-2496-07, M-2499-07, and M-2503-07 Basic Contracts with One Source Roofing.
- 29. M-600202-07 Miscellaneous Contract with The Grove Counseling Center.
- 30. Work Order #10 to RFP-0013-06.
- 31. RFP-1091-06 Determination Letter for Issue Form (8/14/07).
- 32. Amendment #1 to Work Order #9 for PS-5190-05.
- 33. Work Order #52 to RFP-4214-04.
- 34. Amendment #1 to Work Order #1 for RFP-0619-06.
- 35. Change Order #1 to Work Order #7 for CC-1123-06.

- 36. M-2481-07 Basic Contract with Mulanes Concrete, Inc.
- 37. Litigation Consultant Services Agreements, 2007-CA-826-13-K and 2007-CA-1605-101C-13-L, with G-A-I Consultants, Inc.
- 38. Performance/Payment Bonds for Southern Site Works, Inc., CC-2009-07.
- 39. Recorded Resolution #2007-R-51 vacating and abandoning a drainage easement, Beazer Homes Corp., as approved by the BCC on March 13, 2007.
- 40. M-600201-07 Miscellaneous Contract with M. M. McCullough.
- 41. Work Order #9 to RFP-0778-06.
- 42. Amendment #1 to Work Order #4 for PS-5131-02.
- 43. Amendment #5 to Work Order #15 for PS-586-01.
- 44. Amendment #2 to Work Order #1 to PS-1529-06.
- 45. Work Order #10 to PS-1501-06.
- 46. Work Orders #12 and #13 to PS-1529-06.
- 47. Work Order #15 to CC-1075-06.
- 48. Second Amendment to IFB-600172-07 Agreement with Absolute Sparkle.
- 49. Purchase Agreement for Temporary Construction Easement with John Grimes, approved per Binding Written Offer on June 12, 2007, for the Lake Emma Road Improvement Project.
- 50. Revised Exhibit A to CC-2244-07, APEC.
- 51. Work Order #58 to CC-1220-03.

52. Bids as follows: RFP-600233-07; DB-1770-07; RFP-600231-07; RFQ-600241-07; RFP-600209-07 Presentation Brochures; CC-2143-07; CC-2190-07; CC-2341-07; CC-2183-07 Bid Package CD; CC-2184-07 Bid Package CD; and PS-2404-07.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: RFP-600233-07/TLR - Bond Counsel Legal Services

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

AUTHORIZED BY: Frank RaymondCONTACT: Tammy RobertsEXT: 7115

MOTION/RECOMMENDATION:

Review and select a firm to provide the County with Bond Counsel Services in accordance with RFP-600233-07/TLR – Bond Counsel Legal Services.

County-wide

Ray Hooper

BACKGROUND:

On July 26, 1994, the Board of County Commissioners directed staff to present professional services that fall into the following categories unranked to the BCC: (a) major space initiatives; (b) audit services; (c) bond counsel; (d) financial adviser; and other major projects designated by the BCC.

RFP-600233-07/TLR will provide for bond counsel services related to debt issuance and other related financial issues as required by the County. This agreement will take place on the date of execution by the county and shall run for a period of five (5) years.

This project was publicly advertised and the County received four (4) submittals, listed alphabetically:

- Akerman Senterfitt, Orlando
- Bryant Miller Olive P.A., Orlando
- Gray Robinson, P.A., Lakeland
- Nabors, Giblin, & Nickerson, P.A., Tampa

The Evaluation Committee comprised of Gary Akers (non-voting, financial adviser for Seminole County), Lisa Spriggs, Fiscal Services Director; Cindy Coto, County Manager; Matthew Minter, Deputy County Attorney, Arnold Schneider, Assistant County Attorney; Angela Singleton, Fiscal Services; and Bob Briggs, Finance Manager, Environmental Services, evaluated the submittals.

The qualification criteria included the following:

Firms Experience and Capabilities:

- Capabilities, experience and expertise of the firm as a whole
- Experience with similar governmental agencies
- Relevant references

Qualifications/Experience of Key Personnel:

- Experience and expertise of the attorneys assigned to the County
- · Educational background and training

Methodology/Approach to Work:

- Project Approach
- Innovative Concepts

Compensation:

- Hourly rates
- Reimbursable expenses

The Evaluation Committee has provided comments which are included in the supporting documentation in regards to the following:

Highly Acceptable: Submittal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features which benefit the County.

Acceptable: Submittal meets the County requirements. Any weakness is minor.

Marginal: Submittal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unsatisfactory: Submittal does not comply substantially with the requirements.

STAFF RECOMMENDATION:

Staff requests the Board to review and select a firm to provide the County with Bond Counsel Services in accordance with RFP-600233-07/TLR – Bond Counsel Legal Services.

ATTACHMENTS:

- 1. Committee Comments
- 2. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

Up to Purchasing & Contra

Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services 📰 Edit Response | 🗙 Delete Response | Alert Me | Go Back to Survey 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 requirements.: Yes Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. 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 employees 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 - AKERMAN SENTERFITT: 2 - Acceptable: Proposal meets the County requirements; any weakness is minor. Respondent #1 - Strengths; Those areas in which the proposal exceeds the County's requirements: Extensive experience in the State of Florida. Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract Hourly rate appears to be high. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issu with respect to billing. Response #2 - BRYANT MILLER OLIVE P.A.: Yes Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements: Ranking 3 - Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Having worked with them in another County, this is the standard by which they serve their clients. Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None noted.

Response #3 - GRAY ROBINSON, P.A.:

Yes

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extensive experience within the State of Florida.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Ranking 2 -- Acceptable. Hourly rate appears to be within industry standard. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issue" with respect to billing.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

Yes

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Ranking 3 -- Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Very knowledgeable of the County. Have consistently served the County well over the years.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract None noted.

Created at 9/17/2007 7:42 AM by Coto, Cindy Last modified at 9/17/2007 7:42 AM by Coto, Cindy

Up to Purchasing & Contra

Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services

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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 requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, FI. 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 employees 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 - AKERMAN SENTERFITT:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Solid experience of Mike Williams, the principal assigned attorney who is domiciled locally. Firm has in house tax counsel, Peter Dame in Jacksonville.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Proposal provides little detail in response to the questions presented. Most bond experience seems limited to CDD and special assessment deals. Concern over ability of so small a team to provide timely service to County. Local public finance support attorneys are "of counsel" only, i.e., independent contractors and not associates of the firm per se. Recent events indicate significant levels of turnover, mass walkouts of various practice sections and evidence of difficulty in retaining experienced public finance attorneys and building that department.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extremely well written and responsive proposal. Strong credentials of the public finance department and assigned professionals. The firm presents a solic history of public finance experience, a local office presence and a strong record of diversified governmental law experience and cutting edge innovations public finance. In house tax counsel a plus.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

The only concern is the ability to take on additional clients given the large volume of clients and commitments already in place.

Response #3 - GRAY ROBINSON, P.A.:

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Hank Morgan's professional qualifications and experience are as good as any in the profession and better than most. He offers a diversified back up tear to cover not only pubic finance but also general governmental law areas of practice. Previous tenure at Holland & Knight gives Mr. Morgan past experien in handling Seminole County financings as disclosure counsel. Proposal was very responsive to County's queries and provided a good insight into the firm's current position in the public finance area and local government law generally.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

One of the assigned attorneys, Tom Wilkes currently represents the Property Appraiser which could raise the possibility of a conflict in representation in the future. A recent example is the Constitutional Officer litigation here in the County which found the Clerk and other constitutional officers on opposite sides from the BCC. However, this could probably be controlled by sufficient firewall within the firm. Firm relies upon outside, out of state tax counsel.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

The firm's reputation as a pioneer in creative finance and local government law is beyond question. The record of appellate cases is one of solid success in opening legal avenues for alternative financing options that would have otherwise been unavailable. John Stokes has a long and successful working relationship with Seminole County and is intimately familiar with the County's financing history and ongoing requirements.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contrac None noted.

Created at 9/20/2007 4:35 PM by <u>Schneider, Arnold</u> Last modified at 9/20/2007 4:35 PM by <u>Schneider, Arnold</u>

Up to Purchasing & Contra RFP-600233-07/TLR - Bond Counsel Legal Services

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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 requirements .:

Yes

Evaluations.

Conflicts of Interest Statement - Policies and procedures address

employee and elected official conflicts. 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 employees 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 - AKERMAN SENTERFITT:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

By far the largest firm, with in-house tax-exempt experts, and a Washington office as well as offices in all of Florida's major cities; perhaps greatest ability to access the widest array of resources. Probably the largest liability coverage. Orlando office. Very extensive firm experience in bond finance.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Key personnel have perhaps least familiarity with Seminole County of the four firms. Hourly rate by far the highest --query whether that would likewise translate into the highest negotiated fee? Tax exempt attorney in Jacksonville.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Top ranked Florida Bond Firm; in house tax-exempt experts. Four Orlando attorneys to service the contract, familiar with Seminole County, and County professional staff familiar with and confident in their capabilities. Significant Florida local government expertise. Very extensive firm experience in bond finance.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

No weaknesses noted.

Response #3 - GRAY ROBINSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Second largest firm. Significant Florida local government expertise. Orlando office. Very extensive experience in bond finance. Fully capable firm. Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Although individual team members have extensive expertise, "firm team" is not as well established as other firms. Lead counsel to be based in Lakeland Contract out for expert in tax exempt issues. Very extensive experience in bond finance. Fully capable firm.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Current, and long-established bond counsel for Seminole County. Firm therefore possesses historical knowledge of Seminole County financing issues and offers a "perspective of continuity" that spans across the coming and going of County staff over the years. Bob Nabors has been called "the Dean" i Florida local government lawyers. Firm has participated in, and is a leading law firm in creating a substantial amount of Florida case law in many areas of Florida local government finance of capital infrastructure, and thus may have greatest practical experience in what is and is not acceptable with Florida courts. Extensive Florida local government law experience. Very extensive experience in bond finance. Fully capable firm.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Offices in Tallahassee and Tampa; no Orlando office. Utilizes agreement with outside tax exempt expert.

Created at 9/21/2007 9:50 AM by Minter, Matthew Last modified at 9/21/2007 9:50 AM by Minter, Matthew

Up to Purchasing & Contra

Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services

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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 requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. 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 employees 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 - AKERMAN SENTERFITT:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

·Highly gualified personnel, depth in firm resources.

•Florida presence.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

•Rates contained in fee proposal 71% higher than next highest responder (i.e. \$300 per hour vs. \$175 per hour).

•Assigned personnel listing of transactions worked since 2005 is not comparable to Seminole County Government issues. Mostly Development Districts pledge of Special Assessments. All were negotiated fixed rate of moderate size transactions.

Response #2 - BRYANT MILLER OLIVE P.A.:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

•Large presence in Florida as bond counsel for many counties.

- •Highly qualified personnel, depth in firm resources and service team proposed.
- 1st in State on number of issues represented as bond counsel form 2000 2006

•Client references representative of County.

•Transaction listing comparable with County needs.

•Fee Proposal - Did not respond on reimbursable expenses as requested in RFP.

•Response indicated that firm services as bond and/or disclosure counsel to more than 1/3rd of Florida Counties, including most of the largest Florida Counties. Raises concern that service could be a factor as Seminole County Government would be one of a very large client list and may not take precedence for service in busy transaction times.

*Emphasis on team approach - concern that staff would be working with serveral individuals rather than one.

Response #3 - GRAY ROBINSON, P.A.:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

·Highly gualified personnel, depth in firm resources.

•Hank Morgan – experienced/familiar with Seminole County Government issues as disclosure counsel for Seminole County Government under Holland and Knight for the past several years. Joined this firm in January 2007.

•Fleisher -- experienced/familiar with various Seminole County Government issues as underwriter's counsel.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

•Client references sighted are for firm vs. Hank Morgan as he recently joined firm.

•Listed experience of Morgan as Bond Counsel is mainly focused on Industrial Development Authority Bonds (not closely represented to Seminole Count Government issues).

•Fleisher's role as underwriter counsel not clear on whether this would be a dual role or not - Possible conflict of interest that would need to be addressec

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths; Those areas in which the proposal exceeds the County's requirements;

•Enhancing Feature: Demonstrated quality Service and commitment to continue at the same level and with the same personnel. Also commitment to no hourly billing between transactions for ongoing counsel.

·Large presence in Florida as Bond and/or Disclosure Counsel

•3rd in State on number of issues represented as bond counsel form 2000 - 2006

·Highly gualified personnel, depth in firm resources and service team assembled.

•RFP sighted commitments:

oContinued Quality Service -- Demonstrated through past performance as bond counsel on six transactions over the past four years with Seminole Count Government. Service is prompt, as if Seminole was only client.

oFixed Fees on Transactions only- Commitment to continue to provide ongoing advice and counsel to staff free of charge between transactions. Staff ha always been able to call to seek advice or to have a review performed of private activity bonds issues. This is a benefit that returns by keeping the count out of trouble, as staff can freely seek advice without budgetary concerns.

•Client references representative of County.

•Transaction listing comparable with County needs, including County transactions.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

•None sighted – demonstrated relationship and high quality work product through past four years of working directly with firm on six bond issues and numerous phone calls seeking advise on various debt related matters (all at no charge).

Survey Response

Created at 9/21/2007 1:54 PM by <u>Spriggs, Lisa</u> Last modified at 9/21/2007 1:54 PM by <u>Spriggs, Lisa</u>

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Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services

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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 requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. 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 employees 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 - AKERMAN SENTERFITT:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Well experienced in the state of Florida; majority of work is in special assessments.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Only one water and sewer, and no solid waste bond issues are listed in the firm's experience. Firm has the highest rates of the four responding entities.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extensive experience in Florida in all areas of relevant service. Rates competitive.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None.

Response #3 - GRAY ROBINSON, P.A.:

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

The County has had previous experience with Mr. Morgan and with the Firm. Mr. Morgan has recent experience as disclosure counsel on the 2006 Wate and Sewer issue. Rates competitive.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contrac No referenced solid waste experience in the proposal.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

- Firm has extensive history of excellent work with Seminole County. Mr. Stokes has always been responsive to special requests and timely in delivery. N learning curve effect. Rates are competitive.
- Respondent #4 Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contrac None.

Created at 9/21/2007 3:01 PM by Briggs, Bob Last modified at 9/21/2007 3:01 PM by Briggs, Bob

Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services

Edit Response | 🗙 Delete Response | Alert Me | Go Back to Survey

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 requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address

employee and elected official conflicts. 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 employees 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 - AKERMAN SENTERFITT:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Key Personnel has numerous years of experience.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Experience/financial transactions listed does not include any County experience. Includes mainly Community Development Districts, with some City and Health Care. Hourly rates are almost double the hourly rates of other firms.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Experienced key personnel. The firm has extensive experience with many types of governmental entities, including Counties. Experience with fixed, variable and auction rate deal structures. Bond validation hearings experience.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None.

Response #3 - GRAY ROBINSON, P.A.:

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Experienced key personnel. Hank Morgan has numerous years of experience with Seminole County as disclosure counsel, while at Holland & Knight. Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Not many transactions serving as Bond Counsel - mostly Disclosure Counsel.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Key Personnel has an extensive history with the County as Bond Cousel. Very responsive to questions from staff. Experience with fixed and variable rate issues. Numerous landmark finance, tax and bond validation court cases. Finance and tax legislation experience.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contrac None.

Created at 9/21/2007 4:13 PM by Singleton, Angela Last modified at 9/21/2007 4:13 PM by Singleton, Angela Division Main Page Departments Documents and Lists Create Site Settings Help

| | Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services | | |
|--------------------------------|---|--|--|
| elect a View | Respond to this Survey Export Results to a spreadsheet | | |
| Overview Graphical Summary | 1. 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 | | |
| All Responses | 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 requirements. | | |
| ctions | Yes | | |
| Add to My Links | 6 (100%) | | |
| Alert me | No | | |
| Modify survey and questions | 0 (0%) | | |
| | Total: 6 | | |
| | 2. Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; | | |
| | employee and elected official conflicts. ss. 112.313, FI. 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 employees 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. | | |
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| | employee and elected official conflicts. 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 employees 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 6 (100%) No | | |
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| | employee and elected official conflicts. 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 employees 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 6 (100%) No 0 (0%) Total: 6 3. Response #1 - AKERMAN SENTERFITT 3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County. | | |

0 - Unsatisfactory: Proposal does not comply substantially with the requirements. 0 (0%) Total: 6 4. Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements Extensive experience in the State of Florida. 1(17%)Solid experience of Mike Williams, the principal assigned attorney who is domiciled locally. Firm has in house tax counsel, Peter Dame in Jacksonville. 1 (17%) By far the largest firm, with in-house tax-exempt experts, and a Washington office as well as offices in all of Florida's major cities; perhaps greatest ability to access the widest array of resources. Probably the largest liability coverage. Orlando office. Very extensive firm experience in bond finance. 1 (17%) ·Highly gualified personnel, depth in firm resources. ·Florida presence. 1 (17%) Well experienced in the state of Florida; majority of work is in special assessments. 1 (17%) Key Personnel has numerous years of experience. 1 (17%) Total: 6 5. Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract. Hourly rate appears to be high. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issue" with respect to billing. 1 (17%) Proposal provides little detail in response to the questions presented. Most bond experience seems limited to CDD and special assessment deals. Concern over ability of so small a team to provide timely service to County. Local public finance support attorneys are "of counsel" only, i.e., independent contractors and not associates of the firm per se. Recent events indicate significant levels of turnover, mass walkouts of various practice sections and evidence of difficulty in retaining experienced public finance attorneys and building that department. 1 (17%) Key personnel have perhaps least familiarity with Seminole County of the four firms. Hourly rate by far the highest --query whether that would likewise translate into the highest negotiated fee? Tax exempt attorney in Jacksonville. 1 (17%) •Rates contained in fee proposal 71% higher than next highest responder (i.e. \$300 per hour vs. \$175 per hour). •Assigned personnel listing of transactions worked since 2005 is not comparable to Seminole County Government issues. Mostly Development Districts pledge of Special Assessments. All were

negotiated fixed rate of moderate size transactions.

1 (17%)

1 (17%) Experience/financial transactions listed does not include any County experience. Includes mainly Community Development Districts, with some City and Health Care. Hourly rates are almost double the hourly rates of other firms. 1(17%)Total: 6 6. Response #2 - BRYANT MILLER OLIVE P.A. 3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County. 4 (67%) 2 - Acceptable: Proposal meets the County requirements; any weakness is minor. 1 (17%) 1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact. 0 (0%) 0 - Unsatisfactory: Proposal does not comply substantially with the requirements. 0 (0%) Yes 1(17%)

Only one water and sewer, and no solid waste bond issues are listed in the firm's experience. Firm has the highest rates of the four responding entities.

Total: 6

7. Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements

Ranking 3 -- Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Having worked with them in another County, this is the standard by which they serve their clients.

1 (17%)

Extremely well written and responsive proposal. Strong credentials of the public finance department and assigned professionals. The firm presents a solid history of public finance experience, a local office presence and a strong record of diversified governmental law experience and cutting edge innovations in public finance. In house tax counsel a plus.

1 (17%)

Top ranked Florida Bond Firm; in house tax-exempt experts. Four Orlando attorneys to service the contract, familiar with Seminole County, and County professional staff familiar with and confident in their capabilities. Significant Florida local government expertise. Very extensive firm experience in bond finance.

1 (17%)

•Large presence in Florida as bond counsel for many counties. •Highly qualified personnel, depth in firm resources and service team proposed. •1st in State on number of issues represented as bond counsel form 2000 – 2006 •Client references representative of County. •Transaction listing comparable with County needs.

1 (17%)

Extensive experience in Florida in all areas of relevant service. Rates competitive.

1 (17%)

Experienced key personnel. The firm has extensive experience with many types of governmental entities, including Counties. Experience with fixed, variable and auction rate deal structures. Bond validation hearings experience.

1 (17%)

Total: 6

8. Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

None noted.

1 (17%)

The only concern is the ability to take on additional clients given the large volume of clients and commitments already in place.

1 (17%)

No weaknesses noted.

1 (17%)

•Fee Proposal - Did not respond on reimbursable expenses as requested in RFP. •Response indicated that firm services as bond and/or disclosure counsel to more than 1/3rd of Florida Counties, including most of the largest Florida Counties. Raises concern that service could be a factor as Seminole County Government would be one of a very large client list and may not take precedence for service in busy transaction times. *Emphasis on team approach - concern that staff would be working with serveral individuals rather than one.

1 (17%)

None.

2 (33%)

Total: 6

9. Response #3 - GRAY ROBINSON, P.A.

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

1 (17%)

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

3 (50%)

1 -- Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

1 (17%)

0 - Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Yes

Total: 6

10. Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements

Extensive experience within the State of Florida.

1 (17%)

Hank Morgan's professional qualifications and experience are as good as any in the profession and better than most. He offers a diversified back up team to cover not only public finance but also general governmental law areas of practice. Previous tenure at Holland & Knight gives Mr. Morgan past experience in handling Seminole County financings as disclosure counsel. Proposal was very responsive to County's queries and provided a good insight into the firm's current position in the public finance area and local government law generally.

1 (17%)

Second largest firm. Significant Florida local government expertise. Orlando office. Very extensive experience in bond finance. Fully capable firm.

1 (17%)

•Highly qualified personnel, depth in firm resources. •Hank Morgan – experienced/familiar with Seminole County Government issues as disclosure counsel for Seminole County Government under Holland and Knight for the past several years. Joined this firm in January 2007. •Fleisher – experienced/familiar with various Seminole County Government issues as underwriter's counsel.

1 (17%)

The County has had previous experience with Mr. Morgan and with the Firm. Mr. Morgan has recent experience as disclosure counsel on the 2006 Water and Sewer issue. Rates competitive.

1 (17%)

Experienced key personnel. Hank Morgan has numerous years of experience with Seminole County as disclosure counsel, while at Holland & Knight.

1 (17%)

Total: 6

11. Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Ranking 2 -- Acceptable. Hourly rate appears to be within industry standard. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issue" with respect to billing.

1 (17%)

One of the assigned attorneys, Tom Wilkes currently represents the Property Appraiser which could raise the possibility of a conflict in representation in the future. A recent example is the Constitutional Officer litigation here in the County which found the Clerk and other constitutional officers on opposite sides from the BCC. However, this could probably be controlled by sufficient firewall within the firm. Firm relies upon outside, out of state tax counsel.

1 (17%)

Although individual team members have extensive expertise, "firm team" is not as well established as other firms. Lead counsel to be based in Lakeland. Contract out for expert in tax exempt issues. Very extensive experience in bond finance. Fully capable firm.

1 (17%)

•Client references sighted are for firm vs. Hank Morgan as he recently joined firm. •Listed experience of Morgan as Bond Counsel is mainly focused on

Industrial Development Authority Bonds (not closely represented to Seminole County Government issues). •Fleisher's role as underwriter counsel not clear on whether this would be a dual role or not - Possible conflict of interest that would need to be addressed. 1 (17%) No referenced solid waste experience in the proposal. 1 (17%) Not many transactions serving as Bond Counsel - mostly Disclosure Counsel. 1(17%)Total: 6 12. Response #4 - NABORS, GIBLIN & NICKERSON, P.A. 3 - Highly Acceptable; Proposal exceeds the requirements and has enhancing features that will benefit Seminole County. 5 (83%) 2 - Acceptable: Proposal meets the County requirements: any weakness is minor. 0 (0%) 1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact. 0 (0%) 0 - Unsatisfactory: Proposal does not comply substantially with the requirements. 0 (0%) Yes 1 (17%) Total: 6

13. Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements

Ranking 3 - Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Very knowledgeable of the County. Have consistently served the County well over the years.

1 (17%)

The firm's reputation as a pioneer in creative finance and local government law is beyond question. The record of appellate cases is one of solid success in opening legal avenues for alternative financing options that would have otherwise been unavailable. John Stokes has a long and successful working relationship with Seminole County and is intimately familiar with the County's financing history and ongoing requirements.

1 (17%)

Current, and long-established bond counsel for Seminole County, Firm therefore possesses historical knowledge of Seminole County financing issues and offers a "perspective of continuity" that spans across the coming and going of County staff over the years. Bob Nabors has been called "the Dean" of Florida local government lawyers. Firm has participated in, and is a leading law firm in creating a substantial amount of Florida case law in many areas of Florida local government finance of capital infrastructure, and thus may have greatest practical experience in what is and is not acceptable with Florida courts. Extensive Florida local government law experience. Very extensive experience in bond finance. Fully capable firm.

1 (17%)

•Enhancing Feature: Demonstrated quality Service and commitment to continue at the same level and with the same personnel. Also commitment to no hourly billing between transactions for ongoing counsel. •Large presence in Florida as Bond and/or Disclosure Counsel •3rd in State on number of issues represented as bond counsel form 2000 – 2006 •Highly qualified personnel, depth in firm resources and service team assembled. •RFP sighted commitments: oContinued Quality Service – Demonstrated through past performance as bond counsel on six transactions over the past four years with Seminole County Government. Service is prompt, as if Seminole was only client. oFixed Fees on Transactions only- Commitment to continue to provide ongoing advice and counsel to staff free of charge between transactions. Staff has always been able to call to seek advice or to have a review performed of private activity bonds issues. This is a benefit that returns by keeping the county out of trouble, as staff can freely seek advice without budgetary concerns. •Client references representative of County. •Transaction listing comparable with County needs, including County transactions.

1 (17%)

Firm has extensive history of excellent work with Seminole County. Mr. Stokes has always been responsive to special requests and timely in delivery. No learning curve effect. Rates are competitive.

1 (17%)

Key Personnel has an extensive history with the County as Bond Cousel. Very responsive to questions from staff. Experience with fixed and variable rate issues. Numerous landmark finance, tax and bond validation court cases. Finance and tax legislation experience.

1 (17%)

Total: 6

14. Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

None noted.

1 (17%)

None noted.

1 (17%)

Offices in Tallahassee and Tampa; no Orlando office. Utilizes agreement with outside tax exempt expert.

1 (17%)

•None sighted – demonstrated relationship and high quality work product through past four years of working directly with firm on six bond issues and numerous phone calls seeking advise on various debt related matters (all at no charge).

1 (17%)

None.

2 (33%)

Total: 6

BOND COUNSEL LEGAL SERVICES AGREEMENT (RFP-600233-07/TLR)

THIS AGREEMENT is made and entered into this _____ day of ______, 2007, 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 called "COUNTY" and ______, whose address is ______, hereinafter referred to as "ATTORNEY."

WITNESSETH

WHEREAS, COUNTY desires to retain the service of a competent and qualified attorney to represent COUNTY in bond-related matters; and

WHEREAS, COUNTY has requested and received proposals for the retention of the services of an attorney; and

WHEREAS, ATTORNEY is competent, qualified, and duly authorized to practice law in the State of Florida and the United States District Court for the Middle District of Florida and desires to provide professional legal services to COUNTY according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and ATTORNEY agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain ATTORNEY to furnish professional services and perform those tasks generally described as legal services related to COUNTY financial matters, including, but not limited to, debt issuance and refundings, and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. REQUESTS FOR SERVICE.

(a) Requests for performance of professional services by ATTORNEY under this Agreement shall be made by COUNTY Manager or County Attorney or their designee on behalf of COUNTY. Each request for services shall describe the services required, state the dates for commencement and completion and state limitations on the Scope of Services. COUNTY makes no promise as to the number of service requests nor that ATTORNEY will perform any services for COUNTY under 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 its best interest to do so. Requests for services may be made in the form of Work Orders, a sample of which is attached to this Agreement as Exhibit B.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY designates COUNTY's Deputy County Attorney as COUNTY employee to whom all communications pertaining to the day-to-day conduct of the 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.

SECTION 3. CHANGES IN THE SCOPE OF SERVICES. COUNTY or ATTORNEY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 4. RESPONSIBILITIES OF ATTORNEY.

(a) ATTORNEY agrees to timely provide the professional services and facilities required to assist COUNTY in the field of finance, debt issuance, refundings, and other financially related matters as deemed necessary by COUNTY.

(b) ATTORNEY shall keep abreast of statutes, regulations, codes, and applicable case law in all areas of responsibility at his/her sole expense.

(c) ATTORNEY designates ______, or his/her associate, as the primary attorney to provide services to COUNTY. ______ may be assisted from time to time by other members of his/her firm, as he/she deems appropriate to the needs of the particular transaction.

(d) ATTORNEY agrees to utilize associates and legal assistants/paralegals where appropriate and under the supervision of ATTORNEY to accomplish cost-effective performance of services. ATTORNEY agrees to plan budgets for the defense of cases in terms of the use of experts and related matters. (e) It shall be the responsibility of ATTORNEY to specifically request all required information and to provide reasonably sufficient time to review all information so as not to delay performance under this Agreement without good cause.

(f) ATTORNEY shall be responsible for the professional quality, technical accuracy, competence, and methodology of the work done under this Agreement. ATTORNEY shall, without additional compensation, correct or revise any errors or deficiencies in the work performed under this Agreement which result from the negligence of ATTORNEY.

(g) 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. ATTORNEY shall be liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by ATTORNEY's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of its obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Fixed Fee Methodology" or a "Time Basis Methodology" with said fee to be negotiated between ATTORNEY and COUNTY's financial advisor with the approval of COUNTY Attorney. ATTORNEY shall be compensated at a blended rate of ______

DOLLARS (\$_____) per hour for services authorized and performed.

(b) Authorized services may contain a "Limitation of Funds" amount. ATTORNEY is not authorized to exceed that amount without the prior approval of COUNTY. The approval, if given, shall be in writing and indicate a new Limitation of Funds amount.

(c) In lieu of, or in addition to, establishment of a Limitation of Funds amount, COUNTY may provide for a "Not to Exceed" amount for any service authorization.

(d) On transactions where ATTORNEY is being compensated on a Time Basis Methodology, COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time to or from the offices of ATTORNEY, to Seminole County, or travel time to court appearances. Payment shall be made to ATTORNEY when requested as work progresses, but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered.

(e) Reimbursable expenses shall be paid in addition to the payment due under subsection (d) above and shall include actual expenditures made by ATTORNEY, its employees, or its professional consultants in the interest of the work effort for the expenses listed in the subsections that follow.

(1) Expenses of transportation when traveling in connection with case assignments based on Sections 112.061(7) and (8), Florida Statutes, or its successor;

(2) Long distance calls and facsimile transmissions;

(3) Expense for reproductions, postage, and handling of material associated with the work effort; and

(4) If authorized in writing in advance by COUNTY, the cost of other expenditures made by ATTORNEY in the interest of the work effort.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) ATTORNEY shall invoice COUNTY the Third or Party Administrator, as designated by COUNTY, on a monthly basis when being compensated on a Time Basis Methodology, and within sixty (60) days of the closing of a bond transaction when being compensated on a Fixed Fee Methodology. COUNTY shall pay ATTORNEY within thirty (30) days of receipt of such valid invoice. Each service authorization shall be treated separately for final payment purposes.

(b) After final payment, COUNTY may perform or have performed an audit of the records of ATTORNEY to support final payment under any service authorization issued hereunder. This audit would be performed at a time mutually agreeable to ATTORNEY and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to ATTORNEY may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to ATTORNEY. The accomplishment of this audit shall not delay final payment as provided in subsection 6(a).

(c) ATTORNEY agrees to maintain any and all books, documents, papers, accounting records, and other evidence pertaining to services

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 its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection 6(b). Separate accounting records shall be maintained by ATTORNEY for each service authorization.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(c), reveals any overpayment by COUNTY to ATTORNEY under the terms of this Agreement, ATTORNEY shall refund such overpayment to COUNTY within thirty (30) days of notice of same by COUNTY.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from ATTORNEY's services or that may have been created during the course of ATTORNEY's performance under this Agreement shall become the property of COUNTY after final payment is made to ATTORNEY; however, ATTORNEY retains the right to keep copies of its work product and to use same for appropriate purposes.

SECTION 8. TERM. This Agreement shall become effective upon execution by COUNTY and shall run for a period of five (5) years, unless terminated as provided herein.

SECTION 9. NO CONTINGENT FEES. ATTORNEY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for ATTORNEY, 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 ATTORNEY, 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 discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

EQUAL OPPORTUNITY EMPLOYMENT. SECTION 10. ATTORNEY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, disability, or national origin and will take religion, age, sex, affirmative 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 11. CONFLICT OF INTEREST.

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

(b) ATTORNEY 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 ATTORNEY 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, ATTORNEY 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 12. 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 13. SUBCONTRACTORS. During the course of the work under this Agreement, in the event ATTORNEY requires the service of any subcontractors or other professional associates in connection with service covered by this Agreement, ATTORNEY must secure the prior written approval of COUNTY.

SECTION 14. 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 ATTORNEY (including its officers, employees, and agents) the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. ATTORNEY is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 15. INDEMNIFICATION OF COUNTY.

(a) ATTORNEY shall indemnify and save harmless COUNTY and its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of ATTORNEY or its officers, agents, subcontractors, employees, or any like person or entity in the performance of services under this Agreement.

(b) ATTORNEY shall require all subcontractors to enter an agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors fully indemnify COUNTY in accordance with this Agreement.

SECTION 16. INSURANCE.

(a) ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance, including Worker's Compensation Insurance and Professional Liability Insurance, as will provide to COUNTY the protection contained in the foregoing Indemnification Section.

(b) Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All

policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of ATTORNEY in performing its services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(c) Prior to the commencement of work hereunder, ATTORNEY shall furnish to COUNTY a certificate or written statement of the aboverequired insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY. COUNTY reserves the right to require a copy of such policy or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting ATTORNEY's liability under the provisions of the indemnification clause.

SECTION 17. 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 administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. (b) ATTORNEY 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 administrative dispute resolution procedures of which ATTORNEY had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY 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 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by ATTORNEY not specifically provided for herein shall be honored by COUNTY.

SECTION 19. 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 20. AGREEMENT AND SERVICE AUTHORIZATION IN CONFLICT. Except as otherwise set forth, whenever the terms of this Agreement conflict with any service authorization this Agreement shall prevail.

SECTION 21. 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.

SECTION 22. 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 to 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 paragraph. For the present, the parties designate the following as their respective places for giving of notice, to wit:

For COUNTY:

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

For ATTORNEY:

SECTION 23. TERMINATION.

(a) COUNTY may, by written notice to ATTORNEY, terminate this Agreement, in whole or in part, at any time, either for COUNTY's

convenience or because of the failure of ATTORNEY to fulfill its Agreement obligations. Upon receipt of such notice, ATTORNEY 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 such other information and materials as may have been accumulated by ATTORNEY in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, ATTORNEY shall be paid its compensation for services performed to the date of termination based on the percentage of work completed. COUNTY shall not be obligated to pay for any services performed by ATTORNEY after notice of termination has been given.

(c) If the termination is due to the failure of ATTORNEY to fulfill Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, ATTORNEY shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. ATTORNEY shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of ATTORNEY.

(d) If, after notice of termination for failure to fulfill the Agreement obligations, it is determined that ATTORNEY had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this section.

(e) The rights and remedies of COUNTY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

FIRM NAME

Ву:_____

Date:___

Secretary

[CORPORATE SEAL]

BOARD OF COUNTY COMMISSIONERS

President

ATTEST:

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

Date:_____

SEMINOLE COUNTY, FLORIDA

CARLTON HENLEY, Chairman

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 Work Order

AEC:jjr 8/8/07; 8/13/07 P:\Users\jroyal\Purchasing 2007\Agreements\RFP-600233-07-Draft.doc

> Bond Attorney Services Agreement RFP-600233-07/TLR Page 15 of 15

Section 1

MINIMUM FIRM REQUIREMENTS

Any firm interested in serving as bond counsel for Seminole County must meet the following criteria:

- A. The firm's assigned lawyers must have substantial experience in municipal bond law, tax law, local government law, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds and notes.
- B. The firm's lawyers must have sufficient time to execute and fulfill the duties of bond counsel to Seminole County and not be burdened by professional responsibilities, workload or other constraints which would interfere in any material respect with the attorney's or firm's obligations hereunder.
- C. The firm must be licensed to practice law in the State of Florida.
- D. The firm must be listed in the most recent edition of <u>The Bond Buyer's Municipal</u> <u>Marketplace</u> (i.e., the "Red Book").

SCOPE OF SERVICE

Bond Counsel will assist with each debt issuance, refunding and other related financial issues as required by the County. Bond Counsel services shall include but are not limited to the following:

- **a.** Consultation with County officials and staff concerning all legal questions relating to the incurrence of the debt.
- **b.** Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of staff.
- **c.** Preparation of all resolutions and other instruments authorizing and securing bonds as required in connection with their issuance.
- **d.** Assistance to the County, its financial advisor and investment bankers to effectively formulate financing plans, structure financial solutions and draft documents for public or private offering of debt.
- e. Delivery of tax opinions and certificates, and enforceability and validity opinions. This includes assisting the County in compliance with the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations.
- **f.** Assistance in the rating process.
- **g.** Analysis and resolutions of tax considerations associated with financing plans, including preparation of ruling requests and contacts with the U.S. Treasury.

- **h.** Preparation of documentation required in connection with the validation of bond issues including the complaints, notice and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law.
- i. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, bid forms, etc.
- **j.** If requested, supervision of the printing of the bonds and conduct of a well organized and efficient pre-closing and closing process in connection with each bond issue.
- k. To assist in optimizing investment earnings in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements, and other complex financial products proposed to the County. This includes the use of swaps, Guaranteed Investment Contracts, forward supply contracts and other financial tools.
- Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise.
- **m.** Inform the County of the impact of changes in Federal and State Laws regarding the issuance and management of the County financial matters.
- **n.** Legal services related to all matters effecting administration, collection, and legislation related to revenues involved with, or available for, County financial undertakings.
- **o.** Provide the County with general advice and consultation on Florida finance and tax issues, including assistance related to fixed and variable debt, structured finance, investment processes, taxable and tax-exempt structures, and the response to financial proposals presented to the County from time to time.

| FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K | Board of County Commissione Seminole County, Florida ORDER _ Page 1 | ATS ORDER NUMBER: NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER. | | |
|---|--|---|--|--|
| | | OR OP REVISION DATE RECONDER ANALYSIE ANALYSIE COP | | |
| | | FOR INQUIRIES RECARDING 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 | | |
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| FLORIDA'S NATURAL CHOICE | | | | |
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| | | TOTAL AMOUNT | | |
| HIS 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

s .

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliverles.

3. WARRANTY. Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a)the Consumer Product Safety Act, (b)Occupational Safety and Health Act (Public Law 91-5961, as amended, (c)Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

 MODIFICATIONS. This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY rnay have under this Agreement or at law.

7. INSURANCE. Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or altercation related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.

8. INSPECTION. All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at is option, may require the Seller, at the Seller's expense, to: (a)promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b)to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit operation and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statures, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772, Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.

12. PRICE PROTECTION. Seller warrants that the price(s)set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a)in accordance with good commercial practice; and (b)acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.

15. ASSIGNMENT. Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEL) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and tunds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.

19. FAILURE TO EXECUTE PURCHASE ORDER. Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Protest Hearing concerning RFP-600209-07/BJC-Employee Benefits.

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

AUTHORIZED BY: Frank RaymondCONTACT: Ray HooperEXT: 7111

MOTION/RECOMMENDATION:

To accept or reject the original contract award of RFP-600209-07/BJC; Employee Benefits to Professional Insurance Company (PIC) for both Voluntary Cancer and Short Term Disability Insurance.

Based upon a protest filed on 9/17/2007 on behalf of KMG America Corp.Inc., the Board can uphold the current award decision to Professional Insurance Company (PIC) or revoke the contract award to PIC and award to KMG America Corp. Inc. based upon the results of this hearing.

County-wide

Ray Hooper

BACKGROUND:

On 9/11/2007, the Board awarded RFP-600209-07/BJC; Employee Benefits to Professional Insurance Company (PIC) for both Voluntary Cancer and Short Term Disability Insurance. On 9/17/2007, staff received a protest concerning this award. According to Section 8.1540 of the Administrative Code, upon receipt of the written protest, the Purchasing and Contracts Manager shall schedule a hearing before the BCC. The protester shall be given an opportunity to show why the award of the contract by the BCC should be modified.

The backup contains all the protest support documentation that was provided in the protest letter.

ATTACHMENTS:

1. Protest Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

September 17, 2007

Mr. Ray Hooper Purchasing and Contracts Manager Seminole County -Purchasing and Procurements Department 1101 E. First Street Sanford, FL 32771

RE: RFP-600209-07/BJC - Employee Benefits: Group Medical Benefits, Voluntary Dental, Voluntary Cancer Plan, Voluntary Short Term Disability, COBRA Administration, FSA Administration

Dear Mr. Hooper,

In accordance with Seminole County Administrative Code 8.15, Purchasing Policy, Section VII Protests, Appeals and Remedies; we are submitting a formal protest of the reversal of the recommendation submitted by the Risk Management Committee to the Board of County Commissioners at the Seminole County Commissioners meeting on September 11, 2007 at 1:00 pm in the County Commissioners Chambers.

We respectfully request the BOCC reopen the item from the September 11, 2007 Commission meeting regarding the award of the Voluntary Cancer Plan and the Voluntary Short Term Disability to the current in force carrier PIC.

A letter dated August 21, 2007 from Mr. Doug Murdock on behalf of Professional Insurance Company (PIC) discussing the financial status of KMG America seemed to have an impact on the Commissions' decision. His illustration includes some facts, but he has presented them in a way that is very misleading, or has left things out all together.

Mr. Murdock discusses company A.M. Best & Company ratings. He may not be working with all of the correct and updated information, so we would like to further clarify.

A.M. Best & Company has affirmed the Financial Strength Ratings (FSR) of A- (Excellent) of Kanawha Insurance Company. A.M. Best has also affirmed the Issuer Credit Ratings (ICR) of "bbb-" of Kanawha's parent holding company, KMG America Corporation. The rating of bbb- as shown in Mr. Murdock's exhibit (attached) is not the financial strength rate (shown in all caps "A-") but is the issuer credit rating (shown in lower case "bbb"). The bbb credit rating shows "Adequate" Investment Grade. Mr. Murdock is confusing his terms of the financial strength rating (FSR) and the issuer credit rating (ICR) and may intentionally be using this to mislead the Commissioners. Comparing the FSR and the ICR is not an apples to apples comparison.

Another piece of information he neglected to illustrate is the fact that KMG America was recently purchased by Humana whose current A.M. Best FSR rating is A- (Excellent).

Mr. Murdock states that KMG America may be a significant financial risk, but apparently Humana felt it was a good investment to add this company to their portfolio, so KMG America is not in the financial straights as Mr. Murdock would have you believe.

In Mr. Murdock's Financial Strength Comparison exhibit he is comparing Sun Life Financial with KMG America. Shouldn't that be a comparison of either PIC with KMG or Sun Life Financial with Humana? Again, there seems to be the intent to mislead.

The agents who would be servicing this account is Nelson Benefits Group from Lutz, FL. They have been the brokers of record for the dental plan since 1995 and have serviced that plan without complaint from County or employees.

Lastly, in item 8 of Mr. Murdock's letter he mentions how he is now updating PIC proposal language to remove a one-on-one enrollment requirement. As we all know this proposal was due to Seminole County on July 6, 2007 by 2:00 PM and no changes to proposals are allowed after submittal. Isn't this the reason you were not able to have self funded medical alternatives to discuss? In addition, Mr. Murdock presenting a seventeen (17) page document to county representatives after the recommendation without forwarding a copy to representatives of KMG or Ms. Andria Herr is clearly outside the accepted bid process and demonstrates the intention to secure an unfair advantage.

Most of the arguments raised in the letter were addressed at the Commission meeting. The question of financial strength of KMG America appears to have been the deciding factor.

This should not be the deciding factor. The County or the County's employees are NOT at financial risk by doing business with KMG and was a gross exaggeration of the facts to lead the County Commissioners down this path. The final vote of 3 to 2 is indicative should be evidence of this. Financial viability and strength of KMG America is backed up by Humana with an A.M. Best & Company FSR rating of A-. PIC's financial strength is backed up by Sun Life Financial, a Canadian company who purchased PIC in June of this year. Sun Life also has an A.M. Best & Company of A-.

For the benefit of the County Commissioners we have included a PDF from the AM Best Company which fully explains the categories and financial strength rating methodology demonstrating an insurer's ability to meet its obligations to policyholders. KMG meets the test and poses <u>no risk</u> to county employees or to the county itself with regard to solvency and the ability to pay claims. (A summary page of the **Guide to Best's Financial Strength Ratings** is attached as Exhibit 1).

This bid process should be fair and equitable to all parties involved and some of the statements made by Mr. Murdock seem to be purposely misleading the reader.

With regard to the Cancer and Short Term Disability products presented by KMG, there are distinct benefit advantages to the employees of Seminole County when compared to the existing benefit plans offered through PIC. These advantages were recognized by the Insurance Committee thus the recommendation was made to select KMG but ultimately abandon due to the negative influence presented by Mr. Murdock.

The bottom line is simply this. The Seminole County employees and their financial security at claim time is reliant upon, and subject to judgments made by empowered persons entrusted to make the best decisions on their behalf. Don't we owe it to the employees and their families to revisit this critically important issue especially since new light has been shed upon the situation?

We look forward to your consideration and thank you for your time.

Sincerely yours

Mark D. Gebhardt Mark.Gebhardt@gmail.com E.M. Pete Nelson petenelson@nelsonbenefitsgroup.com KMG America

EXHIBIT 1

Guide to Best's Financial Strength Ratings Effective July 23, 2007

Best's Financial Strength Rating is an independent opinion, based on a comprehensive quantitative and company's balance sheet strength, operating performance and business profile.

Our rating process incorporates specific methodologies designed to address the Property/Casualty (Non-Life/Health/HMO industry segments as well as Non-U.S. and U.K. domiciled insurance companies.

A complete list of Best's Rating Methodologies covering topics such as Insurance Groups, Issuer Credit and Debt Ratings, BCAR (Best's Capital Adequacy Ratio) are continually fine-tuned to reflect ever-changing industry, regulatory and legal developments. Please note that Best's Financial Strength Ratings are not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View our entire notice for complete details.

Financial Strength Ratings

A Best's Financial Strength Rating (FSR) is an opinion of an insurer's ability to meet its obligations to policyholders. Rating Modifiers and Affiliation Codes may also be associated with these ratings. The following list outlines our rating scale and associated descriptions.

| Secure | Vulnerable |
|--|----------------------------------|
| A++, A+ (Superior) | B, B - (Fair) |
| A, A- (Excellent) | C++, C+ (Marginal) |
| B++, B+(Good) | C, C- (Weak) |
| an a | D (Poor) |
| 19 - 19 - 19 - 19 - 19 - 19 - 19 - 19 - | E (Under Regulatory Supervision) |
| | F (In Liquidation) |
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Not Rated Categories (NR) are assigned to companies reported on by A.M. Best, but not assigned a Best's Rating. The five categories and descriptions are listed below.

| NR-1: Insufficient Data | | | |
|-----------------------------|---|---|---|
| NR-2: Insufficient Size and | I/or Operating E | Experience | p 1616431-0164-01816461-0164646418819 |
| NR-3: Rating Procedure Ir | applicable | իր դեղով հատրող էի դեռել հետել ենքներ է ններ է ու ենքներ է ենքներ հետ ենքներ է ու ենքներ է ու ենքներ է ու ենքնե | 141 4 4 4 4 1 4 4 4 4 4 4 4 4 4 4 4 4 4 |
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| NR-5: Not Formally Follow | /ed | n i Karrin ya sayan ya perena mendeperten ya sayah bayat da da dia dia dia dia dia dia dia dia d | |
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Please put this link in your browser to view complete details re: AM Best Rating standards:

http://www.ambest.com/ratings/guide.asp?l=1&Menu=Ratings+Definitions,Financial+Strength

Best's Rating and Report Updates for KANAWHA INSURANCE COMPANY

Best's Rating of A- (Excellent) Financial Size Category of VII (\$50 Million to \$100 Million)

Rating Category (Excellent): Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders. A.M. Best assigns each letter rated (A++ through D) insurance company a **Financial Size Category (FSC)**, which is designed to provide a convenient indicator of the size of a company based on reported policyholders' surplus and conditional or reserve funds.

The objective of **Best's rating system** is to provide an opinion of an insurer's financial strength and ability to meet ongoing obligations to policyholders. Our opinions are derived from the evaluation of a company's balance sheet strength, operating performance and business profile as compared to Best's quantitative and qualitative standards. View our **Best's Rating System and Procedures** for more information.

While Best's Ratings reflect our **opinion** of a company's financial strength and ability to meet its ongoing obligations to policyholders, they are **not a warranty**, nor are they a recommendation of a specific policy form, contract, rate or claim practice. View our **entire notice** for complete details.

Note: The above information reflects the most recent Best's Rating for this company, which may have been released subsequent to the creation of the following Best's Company Report.

Best's Company Reports provide detailed business overview, extensive financial data and analytical commentary, product and geographic information, company history, as well as the rationale supporting the financial strength rating assigned by A.M. Best. These reports are updated on a regular basis based on input and analysis performed throughout the year.

Best Company Report Revision Date - 09/14/2007 *

The **Report Revision Date**^{*} represents the last significant material change made to this report. Other nonmaterial changes may have been made to this report subsequent to this date, but are not reflected in the report revision date. The Best Company Report below was created based on the following dates.

| Rating and Commentary ¹ | Financial ² | General Information ³ |
|------------------------------------|---------------------------------|---------------------------------------|
| Best's Rating: 09/11/2007 | Time Period: 2nd Quarter - 2007 | Corporate Structure: N/A |
| Rating Rationale: 09/11/2007 | Last Updated: 08/18/2007 | States Licensed: 03/21/2007 |
| Report Commentary : 09/14/2007 | Status: Quality Cross Checked | Officers and Directors: 04/12/2007 |

*Note: The Rating and Commentary ¹date outlines the most recent updates to the Company's Rating, Rationale, and Report Commentary for key rating and business changes. Report commentary may include significant changes to Business Review, Financial Performance/Earnings, Capitalization, Investment/Liquidity, or Reinsurance sections of the report. The **Financial**² date reflects the current status of the financial tables found within the body of the Company Report, including whether the data was loaded as received or had been run through our quality control cross-check process. The **General Information**³ date covers key areas that may have changed such as corporate structure, states licensed or officers and directors.

Best's Company Report for KANAWHA INSURANCE COMPANY

Group Affiliation: KMG America

210 South White Street, Lancaster, South Carolina, United States 29720

http://www3.ambest.com/ratings/reportserver.asp?x=1&report=6604&refstr=&altsrc=24... 09/18/2007

Mailing Address: P.O. Box 610, Lancaster, South Carolina, United States 29721-0610 Web: <u>www.kanawha.com</u>

Tel: 803-283-5300 **AMB#:** 06604 **FEIN#:** 57-0380426 Fax: 803-283-5313 NAIC#: 65110

Report Revision Date: 09/14/2007

BEST'S RATING

Based on our opinion of the company's Financial Strength, it is assigned a Best's Rating of A-(Excellent). The company's Financial Size Category is Class VII.

RATING RATIONALE

Rating Rationale: The rating of Kanawha Insurance Company (Kanawha) reflects the company's growing presence in its market niche, maintenance of an adequate level of capital and surplus, and the company's announcement that it has signed a definitive agreement to be purchased by Humana, Inc. Offsetting factors include the company's continued unfavorable statutory operating results, its current lack of critical mass, and the challenges of diversifying its book of business.

Historically, Kanawha sales had been primarily in the southeastern US region in the worksite and senior health insurance markets. However, since becoming a subsidiary of KMG America, it has focused its operations on group benefits and worksite products. In addition to its insurance operations, a subsidiary, Kanawha HealthCare Solutions operates as a third-party administrator. The company's overall risk-adjusted capital remains at an adequate level based on its business and investment risks. Its parent company continues its commitment of support, which has enhanced the company's capital position. KMG America has made sizeable capital contributions since acquiring Kanawha to support its growing operations. Humana's proposed acquisition would provide financial support, allow the company to focus on the worksite market by expanding its sales force and to address its non-core product lines more quickly.

Previously, Kanawha experienced statutory strain, primarily from the significant amount of new business written in its prior emphasized businesses. With the change in ownership late in 2004, the company has been incurring a sizeable amount of expenses related to its changing strategy. During 2005 (the company sold the agency on October, 2005 and ceased actively underwriting new long term care policies after December 31, 2005), the company discontinued sales of the long-term care business, as a result of low sales and lack of strategic fit; however, it will maintain the existing block of business. In 2006, KMG America reallocated a large portion of its corporate expenses to Kanawha. This resulted in increased statutory losses at Kanawha in the near term, but would directly offset through reduced losses at KMG America and would have no impact to the GAAP consolidated entity. Kanawha's increased statutory losses have been funded through capital infusions from the holding company to preserve Kanawha's capital position. A.M. Best expects Kanawha's earnings performance will remain inhibited in the near term as it will take some time to attain critical mass in the group and voluntary market. A.M. Best also believes the acquisition will assist Kanawha in achieving its sales goals and desired business mix as the company expands nationally entering new territories. However, the company will continue to have the challenges of managing its still sizeable run-off long-term care business.

Best's Rating: A-

Outlook: Negative

FIVE YEAR RATING HISTORY

| | Best's |
|----------|--------|
| Date | Rating |
| 09/11/07 | A- |
| 03/29/07 | A- |
| 02/07/06 | A- |
| 12/22/04 | A- |
| 08/05/04 | A- |
| 05/28/04 | A- |
| 04/15/03 | A- |

KEY FINANCIAL INDICATORS (in thousands of dollars)

| Total Capital | | | | | | |
|---------------|---------------|--------------|--------------|----------------|--------|---------|
| | | Capital | Condit'l | Net | Net | |
| | | Surplus | Reserve | Premiums | Invest | Net |
| Year | <u>Assets</u> | Funds | <u>Funds</u> | <u>Written</u> | Income | Income |
| 2001 | 479,124 | 72,125 | 3,925 | 86,287 | 29,530 | 6,077 |
| 2002 | 494,524 | 67,232 | 3,382 | 98,538 | 26,944 | -2,960 |
| 2003 | 492,580 | 66,808 | 731 | 106,617 | 26,552 | -1,372 |
| 2004 | 539,002 | 83,708 | 963 | 102,911 | 24,611 | -1,745 |
| 2005 | 575,243 | 85,063 | 3,650 | 107,900 | 27,599 | -8,887 |
| 2006 | 608,840 | 72,284 | 4,671 | 129,389 | 30,835 | -14,718 |
| 06/2006 | 591,531 | 74,022 | 4,371 | 60,877 | 15,196 | -6,975 |
| 06/2007 | 644,325 | 70,812 | 5,004 | 83,370 | 16,525 | -12,050 |

CORPORATE STRUCTURE

| AMB # | COMPANY NAME | DOMICILE | <u>%0WN</u> |
|-------|---------------------------|----------|-------------|
| 51491 | KMG America Inc | VA | |
| 06604 | Kanawha Insurance Company | SC | 100.00 |

BUSINESS REVIEW

KMG America Corporation (KMG America) is a holding company incorporated under the laws of the Commonwealth of Virginia. KMG America commenced operations shortly before it completed its initial public offering of common stock on December 21, 2004, and its shares trade on the New York Stock Exchange under the symbol "KMA." Concurrently with the completion of its initial public offering, KMG America completed its acquisition of Kanawha Insurance Company (Kanawha) and its subsidiaries, which are KMG America's primary operating subsidiaries that underwrite and administer life and health employee benefit products which are marketed nationally. The corporate headquarters is located in Minnetonka, MN, with operations in Lancaster, SC. There are two national sales centers, one in Boston, MA, and the other in Orange County, CA, along with approximately 14 sales offices located throughout the United States to market regionally and give KMG America a strong national group and voluntary worksite presence.

Kanawha, domiciled in South Carolina, is licensed to write life and accident and health insurance in 46 states, the District of Columbia, and as a reinsurer, in New York. In addition to the insurance operations, Kanawha has one wholly-owned subsidiary, Kanawha HealthCare Solutions. KMG America has eliminated Kanawha Marketing Group, a subsidiary of Kanawha HealthCare Solutions, as of the end of 2006. This was done to simplify intercompany transactions and lower expenses.

Effective September 1, 2006, the company entered into a reinsurance arrangement with Columbian Life Insurance Company (CLIC) and Columbian Mutual Life Insurance Company (CMLIC), which are affiliates of each other. Under the arrangement, Kanawha reinsures 100% of the risk of a block of voluntary term life insurance and universal life insurance policies from these companies. In addition, CLIC and CMLIC assigned key trademarks to Kanawha for these insurance policies and their marketing brand, "UNIQ Benefit Solutions."

Distribution of the company's worksite products are through the KMG America Sales Division, the Career Sales Organization and the Kanawha HealthCare Solutions marketing group. Primary products include worksite group and voluntary life insurance, short and long-term disability, dental, indemnity health, stop loss, accident, and critical illness and claims administration services. After extensive analysis, the company has discontinued the sales of new long-term care policies, however, it will maintain the existing block of business.

The company targets medium to large employers that utilize benefit consultants/brokers to design and place their benefit plans. Through an integrated and coordinated sales organization, a wide suite of products can be sold to an employer through one primary sales contact.

Kanawha HealthCare Solutions, Inc. is the administrative and managed care division of Kanawha focused on growing the company's ERISA plan administration business. The division continues to maintain an accredited medical management/utilization review program as well as a proprietary managed care network primarily in North and South Carolina. In addition, the administrative services division provides administrative services to several large insurance companies. It maintains more than 150,000 ASO members under administration and more than 250,000 lives administered through other outsourced relationships. KHS has contracted with several large companies to provide the back room functionality to administer a Health Reimbursement Account (HRA) product.

On September 7, 2007, Humana Inc. announced it signed a definitive agreement to purchase KMG America for approximately \$187.7 million (including estimated assumed debt of approximately \$50 million) to be financed through a combination of cash and debt. The transaction is expected to close in the first quarter of 2008, pending regulatory approval.

PREMIUM AND RESERVE ANALYSIS

| Direct Premiums (000) | <u>2006</u> | <u>2005</u> | <u>2004</u> | <u>2003</u> | <u>2002</u> |
|-----------------------|-------------|-------------|-------------|-------------|-------------|
| Ordinary life | 14,061 | 14,177 | 14,251 | 14,314 | 14,600 |
| Group life | 4,517 | 2,156 | 1,793 | 1,936 | 2,031 |
| Individual annuities | 66 | 60 | 127 | 2,759 | 1,357 |
| Group annuities | 66 | 1 | | 0 | -8 |
| Individual A&H | 90,908 | 93,508 | 92,260 | 88,568 | 78,913 |

| Group A&H | 37,756 | 10,718 | 4,880 | 4,494 | 2,853 |
|--|-------------|--|-------------|-------------|--------------|
| Total | 147,376 | 120,620 | 113,311 | 112,072 | 99,746 |
| Reins Assumed Prems (000) | <u>2006</u> | 2005 | 2004 | 2003 | 2002 |
| Ordinary life | -3,344 | -2,675 | -2,833 | -1,438 | -1,093 |
| Group life Credit life | 3,494 0 | 4 | 2 | 14 1 | 64 2 |
| Individual annuities | 33 | 36 | 42 | 73 | 101 |
| Individual A&H | 5,171 | 5,797 | 6,440 | 7,014 | 7,645 |
| Credit A&H | ••• | ••• | 0 - | 0 | 1 |
| Group A&H | 876 | 901 | 889 | 904 | 1,020 |
| Total | 6,230 | 4,064 | 4,548 | 6,568 | 7,741 |
| Reins Ceded Prems | 2006 | <u>2005</u> | <u>2004</u> | <u>2003</u> | 2002 |
| (000) Ordinary life | 1,160 | 896 | 818 | 768 | 818 |
| Group life | 294 | 261 | 350 | 479 | 527 |
| Credit life | 0 | ••• | 0 | 0 | 0 |
| Individual annuities | 99 | 97 | 264 | · 1 | 5 |
| Individual A&H | 14,926 | 14,263 | 13,211 | 10,476 | 7,244 |
| Credit A&H Group A&H | 7,739 | 1,267 | 0 304 | 0 297 | 0 354 |
| - | | ~ <u>,</u> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | •••• •• | ····· | |
| Total | 24,217 | 16,783 | 14,948 | 12,022 | 8,949 |
| Net Premiums & | 2006 | <u>2005</u> | <u>2004</u> | 2003 | <u>2002</u> |
| <u>Deposits (000)</u> Ordinary life | 10,138 | 11,364 | 11,264 | 12,800 | 13,468 |
| Group life | 7,718 | 1,899 | 1,450 | 1,471 | 1,568 |
| Credit life | 0 | 0 | 1 | 1 | 2 |
| Individual annuities | 0 | 87 | -36 | 2,974 | 1,669 |
| Group annuities | 66 | 1 | 2 | 0 | -7 |
| Individual A&H Credit A&H | 81,153 | 85,042 | 85,489 0 | 85,105 | 79,314 |
| Group A&H | 30,893 | 10,352 | 5,466 | 5,101 | 3,519 |
| Total | 129,968 | 108,746 | 103,637 | 107,453 | 99,534 |
| Deposits (incl. above) | 580 | 846 | 726 | 835 | 996 |
| General Account | | | | , | |
| Reserve Distribution (000) | <u>2006</u> | 2005 | <u>2004</u> | <u>2003</u> | 2002 |
| Ordinary life | 217,205 | 224,381 | 229,525 | 235,271 | 241,118 |
| Group life | 11,434 | 9,018 | 9,670 | 9,916 | 10,393 |
| Credit life Individual annuities | 4 974 | 9 1,017 | 19 1,099 | 46 1,145 | 89 14,623 |
| Group annuities | 4,808 | 4,922 | 5,166 | 5,355 | 5,586 |
| Deposit type contracts | 7,139 | 7,208 | 7,000 | 6,743 | 7,012 |
| ~ ** | | • | , | , | |

http://www3.ambest.com/ratings/reportserver.asp?x=1&report=6604&refstr=&altsrc=24... 09/18/2007

| Individual A&H Credit A&H | 226,243 | 187,998 4 | 151,141 7 | 119,731 21 | 95,075 21 |
|------------------------------|---------|--------------|--------------|---------------|--------------|
| Group A&H | 5,121 | 733 | 419 | 246 | 155 |
| Total | 472,930 | 435,291 | 404,048 | 378,474 | 374,073 |

Current Year Geographic Direct Premium Distribution (\$000): South Carolina, \$25,886 (17.8%); North Carolina, \$22,189 (15.2%); Florida, \$18,283 (12.5%); Texas, \$9,610 (6.6%); California, \$7,329 (5.0%); other jurisdictions, \$62,393 (42.8%).

EARNINGS

Kanawha has reported negative statutory financial results over the past five years. The operating losses have been the result of new business expansion and, more recently, the reallocation of KMG's expenses to Kanawha, as well as weakness in the medical stop-loss business. Previously, investment income had been declining, however, the investment efforts over the past several quarters have reversed the trend. Previously, Kanawha had been growing its worksite and long-term care segments. This produced statutory strain from the sizeable amount of new business and the ramp up of the long-term care and employee benefits product lines, although the company recently discontinued selling new long-term care policies. More recently, the individual accident and health products have incurred increased claims and increases in reserves, combined with higher general expenses, as the company expands geographically.

PROFITABILITY TESTS

| | | Comm & | | | | | |
|---------|------------------|------------------|---------------|----------------|---------------|-------|---------------|
| | Ben Paid | Exp to | NOG | | Operating | | |
| | to NPW | NPW | to Tot | NOG to | Return on | Net | Total |
| Year | <u>& Dep</u> | <u>& Dep</u> | <u>Assets</u> | <u>Tot Rev</u> | <u>Equity</u> | Yield | <u>Return</u> |
| 2002 | 62.4 | 44.6 | 0.0 | 0.0 | 0.1 | 5.84 | 5.13 |
| 2003 | 66.6 | 40.0 | -0.3 | -1.0 | -2.0 | 5.67 | 4.84 |
| 2004 | 66.8 | 38.7 | -0.5 | -2.1 | -3.7 | 5.01 | 5.14 |
| 2005 | 66.4 | 38.7 | -1.6 | -6.3 | -10.5 | 5.25 | 6.08 |
| 2006 | 67.3 | 44.9 | -2.5 | -8.9 | -18.9 | 5.55 | 6.82 |
| | | | | | | | |
| 06/2006 | 70.6 | 46.0 | -1.2 | -8.6 | -8.6 | 2.75 | 3.79 |
| 06/2007 | 75.3 | 40.0 | -1.9 | -11.7 | -16.8 | 2.77 | 2.92 |

PROFITABILITY ANALYSIS

| Net Operating Gain (000) | 2006 | 2005 | 2004 | 2003 | <u>2002</u> |
|--------------------------|--------|---------|--------|--------|-------------|
| Ordinary life | 1,240 | 1,090 | 1,657 | 1,597 | 1,943 |
| Group life | 305 | 919 | 203 | 400 | 493 |
| Credit life | 3 | 16 | 4 | 25 | 66 |
| Supplementary contracts | -1 | -1 | 0 | 11 | 8 |
| Individual annuities | -27 | -49 | -78 | 80 | 137 |
| Group annuities | -163 | -406 | 114 | 65 | 147 |
| Individual A&H | -7,078 | -10,897 | -4,254 | -3,551 | -3,051 |
| Credit A&H | 1 | -4 | 2 | -16 | 149 |

IInder-

| Group A&H | -6,883 | 444 | -432 | 17 | 151 |
|-----------|--|--------|---|---|------|
| Other | -2,254 | | | | ••• |
| | مى الدور العرب المراجع | | 1 4 4 4 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 | والمراجع المالية والمناسبة والمستعم والمستعم والمراجع المراجع | |
| Total | -14,857 | -8,887 | -2,784 | -1,372 | 42 |

ACCIDENT & HEALTH STATISTICS

| | | | | | Under- |
|------------------|--------------|--------------|--------------|--------------|----------------|
| | Net Premiums | Net Premiums | Loss | Exp. | writing |
| Year | Written | Earned | <u>Ratio</u> | <u>Ratio</u> | Results |
| 2002 | 83,273 | 82,361 | 70.1 | 41.3 | -9,707 |
| 2003 | 90,479 | 89,334 | 77.7 | 37.0 | -13,395 |
| 2004 | 91,368 | 91,047 | 85.9 | 34.1 | -18,181 |
| 2005 | 94,756 | 95,333 | 91.6 | 34.7 | -24,616 |
| 2006 | 112,143 | 112,337 | 93.6 | 36.6 | -33,628 |
| Current Year | | | | | |
| Experience: | | | | | |
| Group | 30,900 | 30,854 | 78.6 | 56.5 | -10,855 |
| Credit | | 1 | -99.9 | • • • | 1 |
| Guaranteed renew | 68,390 | 68,786 | 104.7 | 28.3 | -22,285 |
| Non-renew, S.R. | 12,853 | 12,697 | 70.0 | 33.4 | -485 |
| Other accident | * * * | | | | -2 |
| Other | • • • | ••• | | ••• | -3 |
| | | | | | |

CAPITALIZATION

Kanawha maintains an appropriate level of risk-based capitalization for its present business being conducted and investment profile. After the acquisition by KMG America, Kanawha received a \$24.7 million capital contribution from the holding company. While the surplus level has decreased over the year as a result of a sizeable net loss and a change in asset valuation reserve, the holding company is positioned to contribute additional capital to fund the anticipated operating losses of the insurance company over the near term. KMG America made additional \$10 million and \$15 million capital contributions to Kanawha during 2005 and 2006, respectively. During the second quarter of 2007, \$18 million in surplus notes added to Kanawha's surplus position to help offset the sizeable loss.

To partially finance the acquisition of Kanawha, KMG America made a \$15 million subordinated promissory note payable to the seller. On December 21, 2006, KMG American entered into a \$15 million unsecured revolving credit facility with Wachovia Bank and paid off the original promissory note at a significant discount. The credit agreement currently has an outstanding balance of \$14 million, with an initial interest rate of 6.6%, and matures on December 31, 2007. In addition, the organization recently issued \$35 million in trust preferreds. The additional capital will be used to help fund future premium growth.

LEVERAGE TESTS

| | C&S | | | NPW | Change | Change |
|------|--------------------|---------|----------|-------------------|------------------|----------------|
| | to | Surplus | Reins | & Dep | in NPW | in |
| Year | Liabilities | Relief | Leverage | <u>to Capital</u> | <u>& Dep</u> | <u>Capital</u> |

| 2002 | 16.7 | 5.2 | 60.9 | 1.4 | 14.4 | -7.1 |
|---------|------|-----|-------|-----|------|-------|
| 2003 | 15.9 | 7.4 | 89.2 | 1.6 | 8.0 | -4.4 |
| 2004 | 18.6 | 5.8 | 80.4 | 1.2 | -3.6 | 25.4 |
| 2005 | 18.2 | 5.1 | 93.1 | 1.2 | 4.9 | 4.8 |
| 2006 | 14.5 | 6.1 | 133.3 | 1.7 | 19.5 | -13.3 |
| 06/2006 | 15.3 | 3.0 | XX | 0.8 | 13.1 | -11.6 |
| 06/2007 | 13.3 | 2.9 | XX | 1.1 | 36.9 | -1.5 |

2006 BCAR: 164

SOURCES OF CAPITAL GROWTH (in thousands of dollars)

| | | Realized | Unrealized | | | Change |
|---------|-------------|----------|--------------|--------|----------------|----------------|
| | Net | Capital | Capital | Change | Other | in |
| Year | <u>Gain</u> | Gains | <u>Gains</u> | AVR | <u>Changes</u> | <u>C&S</u> |
| 2002 | 42 | -3,003 | -546 | 543 | -1,929 | -4,892 |
| 2003 | -1,372 | ••• | -4,409 | 2,651 | 2,705 | -425 |
| 2004 | -2,784 | 1,039 | -2,711 | -233 | 21,590 | 16,900 |
| 2005 | -8,887 | 0 | 3,405 | -2,686 | 9,524 | 1,355 |
| 2006 | -14,857 | 140 | 6,076 | -1,021 | -3,117 | -12,779 |
| 06/2006 | -6,842 | -134 | 5,201 | XX | XX | XX |
| 06/2007 | -12,020 | -30 | 436 | XX | XX | XX |

CAPITAL TRENDS (in thousands of dollars)

| | Year end | Surplus | Stock- holder | Policy- holder | Asset Valuation | Interest Maintenance |
|--------------------|------------------|----------|------------------|-------------------|--------------------|-------------------------|
| Year | C&S | Notes | Divs | Divs | Reserve | Reserve |
| 2002 | 67,232 | • • • | 1,750 | 2,216 | 3,382 | 4,142 |
| 2003 | 66,808 | | 1,750 | 2,036 | 731 | 9,211 |
| 2004 | 83,708 | | | 2,267 | 963 | 11,509 |
| 2005 | 85,063 | | ••• | 2,162 | 3,650 | 10,927 |
| 2006 | 72,284 | • • • | | 1,342 | 4,671 | 9,951 |
| 06/2006 06/2007 | 74,022 70,812 | XX XX | | 562 872 | 4,371 5,004 | 10,485 9,353 |

INVESTMENTS AND LIQUIDITY

Kanawha utilizes an outside investment advisor to manage its investment portfolio. The company maintains a conservative investment portfolio comprised of more than four-fifths of its invested assets in investment grade bonds and mortgaged-backed securities. The remainder consists of modest amounts of cash and short-term investments, equities, mortgage loans, real estate and policy loans. Kanawha's equity holdings include 100% of the stock of its subsidiary, Kanawha HealthCare

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Solutions, Inc., some preferred equities, mutual funds (employee deferred compensation arrangement), and various other holdings. The investment in mortgage loans consists primarily of first mortgage liens on single family residences.

LIQUIDITY TESTS

| | | | | Non-Inv | Delnq & | Mtg & Cred | Affil |
|---------|---------------------|------------------|------------------|----------------|----------------|---------------|----------------|
| | Operating | | | Grade | Foreclsd | Ten Lns | Invest |
| | Cash | Quick | Current | Bonds to | Mtg to | & RE | to |
| Year | <u>Flow (\$000)</u> | <u>Liquidity</u> | <u>Liquidity</u> | <u>Capital</u> | <u>Capital</u> | <u>to Cap</u> | <u>Capital</u> |
| 2002 | 17,080 | 60.6 | 69.3 | 25.3 | 0.4 | 82.9 | 16.8 |
| 2003 | -640 | 60.4 | 70.6 | 17.6 | 1.2 | 55.6 | 15.7 |
| 2004 | 33,608 | 71.9 | 80.4 | 10.4 | 0.1 | 33.6 | 12.3 |
| 2005 | 23,959 | 66.8 | 77.2 | 12.4 | 0.4 | 25.2 | 15.5 |
| 2006 | 29,475 | 63.5 | 75.3 | 14.9 | 0.2 | 24.5 | 15.9 |
| 06/2006 | 6,692 | XX | xx | 14.8 | 0.1 | 26.0 | XX |
| 06/2007 | 32,944 | XX | XX | 13.5 | ••• | 23.1 | XX |

INVESTMENT YIELDS

| | | | | | Cash & | | | Invest. |
|------|-------|--------------|--------|-------|-------------|--------------|-------|--------------|
| | Net | | | Mort- | Short | Real E | state | Exp. |
| Year | Yield | Bonds | Stocks | gages | <u>Term</u> | <u>Gross</u> | Net | <u>Ratio</u> |
| 2002 | 5.84 | 6.20 | 4.22 | 7.75 | 1.69 | 16.01 | 10.18 | 6.40 |
| 2003 | 5.67 | 5.84 | 6.10 | 7.03 | 0.78 | 14.81 | -3.44 | 7.10 |
| 2004 | 5.01 | 5.93 | 6.10 | 7.23 | 0.36 | 14.36 | -3.32 | 12.80 |
| 2005 | 5.25 | 5.68 | 2.60 | 6.83 | 2.35 | 14.03 | -4.18 | 5.18 |
| 2006 | 5.55 | 5.82 | 6.64 | 7.13 | 1.94 | 14.18 | -5.61 | 6.12 |

INVESTMENT DATA

Current Year Distribution of Bonds By Maturity

| | | Y | ears | • | | Yrs-Avg |
|-------------------------------|------------|-------------|-------------|--------------|-------------|-----------------|
| | <u>0-1</u> | <u>1-5</u> | <u>5-10</u> | <u>10-20</u> | <u>20-</u> | <u>Maturity</u> |
| Government | 1.1 | 1.9 | 2.5 | 0.7 | 0.9 | 8 |
| Gov't Agencies & Muni | 0.1 | 0.5 | 1.5 | 9.9 | 5.6 | 17 |
| Public Utilities | 0.0 | 0.0 | 0.4 | 0.1 | 0.0 | 9 |
| Industrial & Misc | 4.1 | 9.7 | 25.4 | 19.0 | 16.7 | 12 |
| Total | 5.2 | 12.2 | 29.7 | 29.6 | 23.2 | 13 |
| | 2006 | <u>2005</u> | <u>200</u> | <u>4</u> | <u>2003</u> | <u>2002</u> |
| <u>Bonds (000)</u> | 491,143 | 469,192 | 381,14 | 1 | 376,970 | 331,664 |
| US Government | 6.7 | 9.0 | 13. | 4 | 15.0 | 20.1 |
| Foreign Government | 0.4 | 0.4 | • | •• | • • • | |
| Foreign - All Other | 9.1 | 4.0 | • | •• | • • • | 0.3 |
| State/Special Revenue - US | 17.5 | 17.7 | 23. | 8 | 19.8 | 18.7 |
| Public Utilities - US | 0.4 | 0.1 | 3. | 4 | 3.4 | 4.0 |

| Industrial & Misc - US | 65.8 | 68.7 | 59.4 | 61.7 | 57.0 |
|---------------------------|-------------|-------------|-------------|-------------|-------------|
| Private Issues | 4.6 | 4.9 | 2.6 | 3.3 | 4.1 |
| Public Issues | 95.4 | 95.1 | 97.4 | 96.7 | 95.9 |
| Bond Quality (%) | 2006 | <u>2005</u> | 2004 | <u>2003</u> | 2002 |
| Class 1 | 79.3 | 79.7 | 83.6 | 79.9 | 78.8 |
| Class 2 | 18.3 | 18.0 | 14.1 | 17.0 | 15.8 |
| Class 3 | 0.6 | 1.4 | 1.8 | 2.7 | 3.0 |
| Class 4 | 1.2 | 0.9 | 0.5 | 0.4 | 0.9 |
| Class 5 | 0.6 | 0.0 | 0.0 | | 1.5 |
| Class 6 | 0.0 | 0.0 | 0.0 | 0.0 | ••• |
| | <u>2006</u> | 2005 | <u>2004</u> | <u>2003</u> | 2002 |
| Mortgages (000) | 12,766 | 16,381 | 22,382 | 31,631 | 53,045 |
| Commercial | 8.2 | 10.0 | 8.5 | 6.6 | 10.1 |
| Residential | 91.8 | 90.0 | 91.5 | 93.4 | 89.9 |
| Mortgage Quality (%) | 2006 | <u>2005</u> | 2004 | <u>2003</u> | <u>2002</u> |
| 90 Days Delinquent | 1.0 | 2.4 | • • • | 0.6 | 0.5 |
| In Process of Foreclosure | | | • • • • | 1.9 | |
| Total Delinquencies | 1.0 | 2.4 | • • • | 2.5 | 0.5 |
| | 2006 | 2005 | 2004 | 2003 | 2002 |
| Real Estate (000) | 6,126 | 5,977 | 6,047 | 5,902 | 5,491 |
| Property Occupied by Co | 100.0 | 100.0 | 98.7 | 100.0 | 100.0 |
| Property Held for Sale | ••• | | 1.3 | | ••• |
| · · · · · | 2006 | 2005 | <u>2004</u> | <u>2003</u> | 2002 |
| Stocks (000) | 28,777 | 10,113 | 11,428 | 23,743 | 37,516 |
| Unaffiliated Common | 0.0 | 0.1 | 0.3 | 11.9 | 46.4 |
| Affiliated Common | 21.2 | 77.2 | 38.6 | 19.9 | 17.0 |
| Unaffiliated Preferred | 78.8 | 22.7 | 61.1 | 68.2 | 36.6 |
| | <u>2006</u> | <u>2005</u> | <u>2004</u> | <u>2003</u> | <u>2002</u> |
| Other Inv Assets (000) | 43,761 | 46,349 | 99,579 | 37,498 | 48,544 |
| Cash | 45.5 | 40.5 | 69.8 | 25.5 | 46.1 |
| Short-Term | | ••• | · · · · | | 0.2 |
| Schedule BA Assets | 12.8 | 12.0 | 5.2 | 13.3 | 0.1 |
| All Other | 41.7 | 47.6 | 25.0 | 61.2 | 53.6 |

HISTORY

Date Incorporated: 05/22/1958 **Domicile:** SC Date Commenced: 12/01/1958

Mergers: Central Reassurance Corporation, South Carolina, 1998; National Term Life Insurance Company, South Carolina, 1999.

Reinsurances: In 1988, the company entered into an agreement to assume all the traditional life

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insurance policies of the Investment Life and Trust Company, South Carolina. In 1990, the company assumed all of the individual accident and health policies of the Professional Investors Life Insurance Company, Oklahoma, and a portion of the individual accident and health policies of the Life Insurance Company of Virginia. In 1993, the company assumed all of the individual life policies of The National Term Life Insurance Company, Indianapolis, Indiana.

OFFICERS

Chairman of the Board and Chief Executive Officer, Stanley D. Johnson; President and Chief Operating Officer, R. Dale Vaughan; Executive Vice President, Treasurer and Chief Financial Officer, Robert E. Matthews; Executive Vice President and Chief Actuary, Peter V. Susi; Senior Vice Presidents, Alfred L. Ferguson (Risk Management), Thomas J. Gibb (Marketing), Thomas D. Sass (Risk Management & Underwriting); Vice President and Chief Compliance Officer, Pamela P. Gillespie; Vice Presidents, Nancy K. Arfsten (Accounting), Kitty L. Eargle (Underwriting), Ronald P. Groover (Corporate Services), Jim Mark B. Gutierrez (Actuarial), Richard J. Hyclak (Actuarial), Debra P. Jaillette (Human Resources), Sylvia H. Knight (Corporate Communications & Marketing), Johnny D. McGee (Career Agencies), Shawn D. Parks (Actuarial), Debbie R. Paskoff (Accounting), Russell Piepenbring (Claims and Customer Service), May S. Rhea (Excess Risk).

DIRECTORS

Scott H. DeLong III, Stanley D. Johnson, Kenneth U. Kuk, R. Dale Vaughan.

REINSURANCE

The majority of its ordinary life cessions were placed with The Lincoln National Life Insurance Company, Fort Wayne, IN, under yearly renewable term and coinsurance agreements. Group life business is ceded primarily with Munich American Reinsurance Corporation, Atlanta, GA. Longterm care contracts are ceded to Employers Reinsurance Corporation, General & Cologne Life Reinsurance, and Munich American Reassurance Co. under quota share arrangements.

REGULATORY

An examination of the financial condition was made as of December 31, 2002 by the Insurance Department of South Carolina. The 2006 annual independent audit of the company was conducted by Ernst & Young, LLP. The annual statement of actuarial opinion is provided by Peter Susi.

Territory: The company is licensed in the District of Columbia, AL, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY. The company is also licensed as a reinsurer only in NY.

<u>Reserve basis:</u> (Current ordinary business): 1980 CSO 4%, 4 1/2% and 5%; CRVM valuation. (Current credit business:) 1958 CSO 3%; Net Level valuation.

FINANCIAL INFORMATION

BALANCE SHEET - December 31, 2006 (in thousands of dollars)

| Assets | | Liabilities | |
|-------------------------|---------|-------------------------|---------|
| *Total bonds | 491,143 | +Net policy reserves | 465,792 |
| *Total preferred stocks | 22,667 | Policy claims | 11,736 |
| *Total common stocks | 6,109 | Deposit type contracts | 7,139 |
| Mortgage loans | 12,766 | Payable on reins | 20,561 |
| Real estate | 6,126 | Interest maint reserve | 9,951 |
| Contract loans | 18,163 | Comm taxes expenses | 1,887 |
| Cash & short-term inv | 19,896 | Asset val reserve | 4,671 |
| Prems and consids due | 7,810 | Other liabilities | 14,821 |
| Accrued invest income | 6,489 | Total Liabilities | 536,557 |
| Other assets | 17,672 | Common stock | 4,624 |
| | | Paid in & contrib surpl | 65,579 |
| | | Unassigned surplus | 2,080 |
| Assets | 608,840 | Total | 608,840 |

*Securities are reported on the bases prescribed by the National Association of Insurance Commissioners. + Analysis of reserves; Life \$174,674; annuities \$5,782; accidental death benefits \$55; disability active lives \$9,805; disability disabled lives \$43,496; miscellaneous reserves \$614; accident & health \$231,367.

SUMMARY OF OPERATIONS (in thousands of dollars)

| Premiums: | | Death benefits | 14,938 | | | |
|---------------------------------------|--------------------|-------------------------|-------------------|--|--|--|
| Ordinary life | 9,558 | Matured endowments | 204 | | | |
| Individual annuities | 0 | Annuity benefits | 737 | | | |
| Credit life | 0 | Disability benefits | 4,169 | | | |
| Group life | 7,718 | Surrender benefits | 5,185 | | | |
| Group annuities | 66 | Acc & health benefits | 62,263 | | | |
| Acc & health group | 30,893 | Int on policy funds | -15 | | | |
| Acc & health other | 81,153 | Supplementary contracts | 1 | | | |
| Total premiums | 129,389 | Incr life reserves | -4,922 | | | |
| Net investment income | 30,835 | Incr a & h reserves | 42,631 | | | |
| Amort interest maint res | 1,044 | Commissions | 23,045 | | | |
| Comm & exp reins ceded | 4,398 | Comm exp reins assumed | 956 | | | |
| Mgt and/or service fee | 609 | Insur taxes lic & fees | 3,333 | | | |
| 0 | | General ins expenses | 35,363 | | | |
| Total | 166,274 | Total | 187,887 | | | |
| Gain from operations before FI | T & div to policyl | nolders | -21,613 | | | |
| Dividends to policyholders: life | | | 1,331 | | | |
| Dividends to policyholders: acc | | | | | | |
| Gains from operations after div | -22,956 | | | | | |
| Federal income taxes incurred | | | | | | |
| Net gain from operations after | FIT and dividends | | -8,098 -14,857 | | | |
| The Barry Prove of Average and Arrest | | | , | | | |

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CASH FLOW ANALYSIS (in thousands of dollars)

| Funds Provided | | Funds Applied | | |
|-------------------------|---------|--------------------------|---------|--|
| Gross cash from oper | 163,151 | Benefits paid | 81,469 | |
| Long-term bond proceeds | 52,255 | Comm, taxes, expenses | 61,875 | |
| Stock proceeds | 9,281 | Long-term bonds acquired | 85,785 | |
| Capital surplus paid in | 15,000 | Other cash applied | 19,444 | |
| Other cash provided | 10,025 | Incr cash & short-term | 1,138 | |
| Total | 249,711 | Total | 249,711 | |

INTERIM BALANCE SHEET (in thousands of dollars)

| Assets | 03/31/2007 | 06/30/2007 | |
|-------------------------|------------|------------|-------|
| Total bonds | 505,098 | 522,999 | |
| Total preferred stocks | 25,715 | 34,636 | |
| Total common stocks | 6,284 | 6,546 | |
| Mortgage loans | 12,326 | 11,470 | |
| Real estate | 6,070 | 6,039 | ••• |
| Contract loans | 17,954 | 17,848 | |
| Cash & short-term inv | 10,072 | 10,101 | |
| Accrued invest income | 6,684 | 6,682 | |
| Other assets | 27,781 | 28,005 | |
| Assets | 617,984 | 644,325 | |
| Liabilities | 03/31/2007 | 06/30/2007 | |
| Net policy reserves | 474,214 | 487,825 | |
| Policy claims | 20,742 | 23,547 | |
| Payable on reins | 21,821 | 23,736 | |
| Interest maint reserve | 9,690 | 9,353 | ••• |
| Comm taxes expenses | 2,713 | 1,963 | ••• |
| Asset val reserve | 4,804 | 5,004 | ••• |
| Other liabilities | 23,370 | 22,087 | • • • |
| Total liabilities | 557,355 | 573,513 | |
| Common stock | 4,624 | 4,624 | |
| Surplus notes | | 18,000 | • • • |
| Paid in & contrib surpl | 65,579 | 65,579 | |
| Unassigned surplus | -9,575 | -17,391 | ••• |
| Total | 617,984 | 644,325 | |

INTERIM SUMMARY OF OPERATIONS

| Period Ended | Period Ended | Increase/ |
|-------------------|-------------------|------------|
| <u>06/30/2007</u> | <u>06/30/2006</u> | (Decrease) |

http://www3.ambest.com/ratings/reportserver.asp?x=1&report=6604&refstr=&altsrc=24... 09/18/2007

| Prems & ann consid | 83,370 | 60,877 | 22,493 |
|---|---------|---------|--------|
| Total premiums | 83,370 | 60,877 | 22,493 |
| Net investment income | 16,525 | 15,196 | 1,329 |
| Amort interest main res | 509 | 792 | -284 |
| Comm & exp reins ceded | 2,052 | 2,248 | -196 |
| Other income | 216 | 113 | 103 |
| Total | 102,672 | 79,227 | 23,445 |
| Death benefits | 7,885 | 9,374 | -1,490 |
| Matured endowments | 96 | 113 | -18 |
| Annuity benefits | 367 | 372 | -5 |
| Surrender benefits | 2,273 | 2,374 | -101 |
| Disability and A&H ben | 52,130 | 30,741 | 21,389 |
| Int on policy funds | 4 | 6 | -2 |
| Supplementary contracts | 0 | -2 | 2 |
| Change in reserves | 22,051 | 15,996 | 6,055 |
| Commissions | 13,262 | 12,033 | 1,228 |
| Comm exp reins assumed | 511 | 185 | 327 |
| Insur taxes lic & fees | 3,448 | 1,600 | 1,848 |
| General ins expenses | 18,142 | 16,425 | 1,717 |
| Total | 120,169 | 89,219 | 30,950 |
| Gain from operations before FIT & div to policyholders | -17,496 | -9,991 | -7,505 |
| Dividends to policyholders | 872 | 562 | 310 |
| Gain from operations after dividends to policyholders | -18,368 | -10,554 | -7,815 |
| Federal income taxes incurred | -6,348 | -3,712 | -2,636 |
| Net gain from operations after FIT and dividends | -12,020 | -6,842 | -5,179 |

ORDINARY LIFE STATISTICS

| | Ord. | Avera | ige | | 1st Yr | 1st Yr | Gen. |
|------|----------|----------|------------|---------------|-------------|------------|------------|
| | Lapse | Ord. Po | olicy | Avg. | Prem / | Comm / | Exp. / |
| | Ratio | (in doll | lars) | Prem | Total | 1st Yr | Policies |
| Year | <u>%</u> | Issued | In Force | <u>(\$/M)</u> | <u>Prem</u> | Prem | In Force |
| 2002 | 11.3 | 36,350 | 11,983 | 8.21 | 10.2 | 57.9 | 50.55 |
| 2003 | 11.8 | 42,316 | 12,537 | 7.96 | 9.9 | 97.5 | 43.76 |
| 2004 | 12.9 | 48,592 | 13,172 | 7.13 | 11.9 | 99.3 | 41.71 |
| 2005 | 12.1 | 43,798 | 13,648 | 7.35 | 12.5 | 97.0 | 44.72 |
| 2006 | 12.1 | 45,312 | 14,654 | 6.73 | 13.7 | 71.5 | 36.08 |
| | # Po | licies | # Policies | First Year | Gen'l | Exp/ F | leturn on |
| | Is | ssued | in Force | Premium | Res | erves | Reserves |
| Year | 9 | (000) | (000) | <u>(000)</u> | | <u>(%)</u> | <u>(%)</u> |
| | | | | | | | |

| 2002 | 5 | 137 | 1,490 | 2.80 | 0.78 |
|------|---|-----|-------|------|------|
| 2003 | 5 | 129 | 1,412 | 2.33 | 0.66 |
| 2004 | 5 | 121 | 1,703 | 2.14 | 0.70 |
| 2005 | 4 | 115 | 1,773 | 2.21 | 0.47 |
| 2006 | 5 | 109 | 1,925 | 1.75 | 0.55 |

NEW LIFE BUSINESS ISSUED (in thousands of dollars)

| | | | | | | Total | Non- | |
|------|--------------------|-------------|---------------|--------------|--------|-----------|------|-----|
| | Whole Life | | | | Indus- | Insurance | Par | Par |
| Year | <u>& Endow</u> | <u>Term</u> | <u>Credit</u> | <u>Group</u> | trial | Issued | (%) | (%) |
| 2001 | 66,854 | 122,856 | | 389,802 | ••• | 579,512 | 97 | 3 |
| 2002 | 57,897 | 109,856 | | 53,671 | ••• | 221,424 | 89 | 11 |
| 2003 | 53,938 | 145,749 | | 33,614 | ••• | 233,301 | 90 | 10 |
| 2004 | 55,060 | 174,438 | ••• | 16,807 | | 246,305 | 93 | 7 |
| 2005 | 61,984 | 133,487 | | 114,863 | | 310,334 | 95 | 5 |
| 2006 | 61,816 | 176,481 | | 1,065,636 | | 1,303,933 | 99 | 1 |
| | | | | | | | | |

LIFE INSURANCE IN FORCE (in thousands of dollars)

| | Whole Life | | | | | Total Insurance |
|------|-----------------------------------|-----------|--------|-----------|------------|--------------------|
| Year | <u>Endow &</u> <u>Adds</u> | Term | Credit | Group | Industrial | In Force |
| 2001 | 762,589 | 937,332 | 7,194 | 2,761,481 | • | 4,468,596 |
| 2002 | 737,438 | 906,933 | 3,480 | 2,773,458 | • • • • | 4,421,309 |
| 2003 | 707,543 | 910,098 | 1,908 | 2,724,051 | | 4,343,600 |
| 2004 | 686,779 | 913,550 | 940 | 2,682,481 | | 4,283,750 |
| 2005 | 552,654 | 1,011,462 | 470 | 3,426,794 | | 4,991,380 |
| 2006 | 527,224 | 1,066,359 | 246 | 4,562,741 | · ••• | 6,156,570 |

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12600 Whitewater Drive, Suite 150 Minnetonka, MN 55343 952-930-4802



To: KMG America Distributors

From: Kenneth Kuk, Chairman, President and CEO of KMG America Corporation

Re: KMG America to be acquired by Humana Inc.

KMG America (NYSE:KMA) announced today that it has signed a definitive merger agreement to be acquired by Humana Inc., (NYSE:HUM). Humana is based in Louisville, Kentucky and is one of the nation's largest publicly traded health benefits companies. The convergence of KMG America and Humana will combine Humana's market presence, brand and financial strength with KMG America's demonstrated expertise in ancillary group and voluntary benefit products.

We are excited about what the merger with Humana will mean for both organizations, our producers and our customers. In looking for a strategic partner, we wanted a company that would protect our financial strength and ratings and also had a strong interest in our products, services, customers, distributors and associates. We believe our affiliation with Humana meets those objectives and predict this will be a win-win for all involved...including you.

The primary message we want to relay is "business as usual, but better." KMG America will continue to market under our current name and brand as we transition to being part of the Humana family. We will retain our original strategy of selling core and voluntary benefits through a single point of contact. We anticipate leveraging the Humana brand and taking advantage of cross-selling opportunities over time. This merger will not involve a complex systems or organizational integration with Humana. Therefore, you should experience no disruption with your contacts, administration or processes.

We want to thank you for your loyalty and support, especially over the last several months. Now, with the power of Humana behind us, we will be a stronger force as we offer quality core and voluntary benefits to employers nationwide.

The merger is subject to approval by KMG America shareholders and various regulatory bodies, which we expect to be completed before the end of 2007. We will communicate with you as the process evolves.

In closing, Humana has a strong history of leading change by providing consumers with innovative health and benefit solutions. We are happy to be joining their family of companies.

Kennettel,

Additional Information and Where to Find It

KMG America plans to file with the Securities and Exchange Commission (the "SEC") and mail to its shareholders a proxy statement in connection with the special meeting of the KMG America shareholders that will be held to consider the proposed merger (the "Merger Proxy Statement") and KMG America may file other documents regarding the proposed transaction with the SEC. **BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE MERGER PROXY STATEMENT AND ANY OTHER RELEVANT DOCUMENTS CAREFULLY AND IN THEIR ENTIRETY, WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER.** When available, shareholders may obtain a free copy of the Merger Proxy Statement and other documents that KMG America files with the SEC subsite, at www.scc.gov. The Merger Proxy Statement and other documents filed with the SEC may also be obtained free of charge from KMG America, at www.kmgamerica.com, or by directing a request to KMG America Corporation, 12600 Whitewater Drive, Suite 150, Minnetonka, Minnesota 55343, Attention: General Counsel.

Participants in the Solicitation

KMG America, its directors and named executive officers may be deemed to be participants in the solicitation of proxies from its shareholders in connection with the proposed transaction. Information regarding the interests of such directors and executive officers is included in KMG America's proxy statement filed with the SEC on March 30, 2007, and information concerning such individuals will be included in the proxy statement relating to the proposed merger, when it becomes available. To the extent such individuals' holdings of KMG America's securities have changed since the amounts printed in the proxy statement dated March 30, 2007, such changes have been reflected on Forms 3, 4 and 5 filed with the SEC and will be reflected in the Merger Proxy Statement.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements in this letter are forward-looking as defined by the Private Securities Litigation Reform Act of 1995. These include statements as to the expected timing, completion and effects of the proposed merger. Such forward-looking statements are based on facts and conditions as they exist at the time such statements are made as well as predictions as to future facts and conditions the accurate prediction of which may be difficult and involve the assessment of events beyond the control of KMG America. Due to known and unknown risks, actual results may differ materially from expectations or projections. KMG America does not undertake any obligations to update any forward-looking statement, whether written or oral, relating to matters discussed in this letter.

The following factors, among others, could cause actual results to differ materially from those described in the forward-looking statements: the shareholders of KMG America may not approve and adopt the merger agreement and the transactions contemplated by the merger agreement at the special shareholders meeting; the parties may be unable to obtain governmental and regulatory approvals required for the merger; required governmental or regulatory approvals may delay the merger or result in the imposition of conditions that could cause the parties to abandon the merger; the parties may be unable to complete the merger because, among other reasons, conditions to the closing of the merger may not be satisfied or waived; or other factors that may be referred to in KMG America's reports filed with or furnished to the Securities and Exchange Commission from time to time. There can be no assurance that other factors not currently anticipated by KMG America will not materially and adversely affect future events. Viewers of this letter are cautioned to consider these risks and uncertainties and not to place undue reliance on the forward-looking statements.

news release

Humana Inc. 500 West Main Street P.O. Box 1438 Louisville, KY 40201-1438 http://www.humana.com

FOR MORE INFORMATION, CONTACT:

Regina Nethery Humana Investor Relations 502-580-3644 <u>RNethery@humana.com</u>

Tom Noland Humana Corporate Communications 502-580-3674 <u>TNoland@humana.com</u>

HUMANA. Guidance when you need it most



Scott DeLong KMG America 952-930-4804 scott.delong@kmgamerica.com

Humana Announces Intent to Acquire KMG America

Acquisition to further expand Humana's product portfolio

LOUISVILLE, Kentucky — September 7, 2007 — Humana Inc. (NYSE: HUM) today announced it has signed a definitive agreement to purchase KMG America Corporation ("KMG") (NYSE: KMA), a group and voluntary insurance benefits and third-party administration company based in Minnetonka, Minnesota, for cash consideration of \$6.20 for each outstanding share of KMG, representing a premium of approximately 36 percent over the average closing price of KMG shares for the past 60 trading days. The total transaction price of approximately \$187.7 million (including estimated assumed debt of approximately \$50 million) will be financed through a combination of cash and debt.

KMG offers life and health insurance products and services to approximately 1.1 million group and individual members nationwide, including stand-alone stop-loss insurance through group employers for approximately 473,000 members and third-party claims administration and medical management services for approximately 131,000 self-insured members. KMG's revenues for the year ended December 31, 2006 approximated \$181 million.

news release

"KMG's capabilities in voluntary products will complement our major medical offerings in both the employer group and individual product lines," said Michael B. McCallister, Humana's president and chief executive officer. "In addition, KMG's approach to both marketing and product distribution fit well with Humana's focus on the consumer. We are looking forward to having KMG as part of our organization."

"KMG America has managed a rigorous strategic alternative review process and could not be more excited about joining the Humana family of companies," said Kenneth U. Kuk, chairman of the board, president, and chief executive officer of KMG. "Our shareholders, producers, and associates will benefit from this affiliation. I feel we have accomplished the objectives we stated when we announced this effort in May 2007."

The transaction is not expected to impact Humana's guidance for 2007 diluted earnings per common share, with accretion of \$0.04 to \$0.05 per share expected in 2008.

The transaction was unanimously approved by the boards of directors of Humana and KMG. The transaction is subject to customary closing conditions, including the approval by KMG shareholders and the receipt of governmental and regulatory approvals, including the approval of the South Carolina Department of Insurance, and the expiration of all waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976. KMG expects to schedule a special meeting of shareholders during the fourth quarter of 2007 to vote on the transaction. The transaction is anticipated to be completed in the first quarter of 2008.

Humana Cautionary Statement

This news release contains statements and earnings guidance points that are forwardlooking. The forward-looking items herein are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking items may be significantly impacted by certain risks and uncertainties described in the company's Form 10-K for the year ended December 31, 2006, its Form 10-Qs for the periods ended March 31, 2007 and June 30, 2007 and Form 8-Ks filed during 2007, as filed with the Securities and Exchange Commission.

2

news release

About Humana

Humana Inc., headquartered in Louisville, Kentucky, is one of the nation's largest publicly traded health benefits companies, with approximately 11.3 million medical members. Humana offers a diversified portfolio of health insurance products and related services – through traditional and consumer-choice plans – to employer groups, government-sponsored plans, and individuals.

Over its 46-year history, Humana has consistently seized opportunities to meet changing customer needs. Today, the company is a leader in consumer engagement, providing guidance that leads to lower costs and a better health plan experience throughout its diversified customer portfolio.

More information regarding Humana is available to investors via the Investor Relations page of the company's web site at http://www.humana.com, including copies of:

- Annual reports to stockholders;
- Securities and Exchange Commission filings;
- Most recent investor conference presentations;
- Quarterly earnings news releases;
- Replays of most recent earnings release conference calls;
- Calendar of events (includes upcoming earnings conference call dates and times, as well as planned interaction with research analysts and institutional investors);
- Corporate Governance Information.

KMG America - Additional Information and Where to Find It

KMG America plans to file with the Securities and Exchange Commission (the "SEC") and mail to its shareholders a proxy statement in connection with the special meeting of the KMG America shareholders that will be held to consider the proposed merger (the "Merger Proxy Statement") and KMG America may file other documents regarding the proposed transaction with the SEC. Before making any voting or investment decision, investors and shareholders are urged to read the Merger Proxy Statement and any other relevant documents carefully and in their entirety, when they become available, because they will contain important information about the proposed merger. When available, shareholders may obtain a free copy of the Merger Proxy Statement and other documents that KMG America files with the SEC at the SEC's website, at www.sec.gov. The Merger Proxy Statement and other documents filed with the SEC

3

news release

may also be obtained free of charge from KMG America, at www.kmgamerica.com, or by directing a request to KMG America Corporation, 12600 Whitewater Drive, Suite 150, Minnetonka, Minnesota 55343, Attention: General Counsel.

Participants in the KMG America Solicitation

KMG America, its directors and named executive officers may be deemed to be participants in the solicitation of proxies from its shareholders in connection with the proposed transaction. Information regarding the interests of such directors and executive officers is included in KMG America's proxy statement filed with the SEC on March 30, 2007, and information concerning such individuals will be included in the proxy statement relating to the proposed merger, when it becomes available. To the extent such individuals' holdings of KMG America's securities have changed since the amounts printed in the proxy statement dated March 30, 2007, such changes have been reflected on Forms 3, 4 and 5 filed with the SEC and will be reflected in the Merger Proxy Statement.

KMG America Cautionary Statement Regarding Forward-Looking Statements

Certain statements in this news release are forward-looking as defined by the Private Securities Litigation Reform Act of 1995. These include statements as to the expected timing, completion and effects of the proposed merger. Such forward-looking statements are based on facts and conditions as they exist at the time such statements are made as well as predictions as to future facts and conditions the accurate prediction of which may be difficult and involve the assessment of events beyond the control of KMG America. Due to known and unknown risks, actual results may differ materially from expectations or projections. KMG America does not undertake any obligations to update any forward-looking statement, whether written or oral, relating to matters discussed in this news release.

The following factors, among others, could cause actual results to differ materially from those described in the forward-looking statements: the shareholders of KMG America may not approve and adopt the merger agreement and the transactions contemplated by the merger agreement at the special shareholders meeting; the parties may be unable to obtain governmental and regulatory approvals required for the merger; required governmental or regulatory approvals may delay the merger or result in the imposition of conditions that could cause the parties to abandon the merger; the parties may be unable to complete the merger because, among other reasons, conditions to the closing of the merger may not be satisfied or waived; or other factors

4

news release

that may be referred to in KMG America's reports filed with or furnished to the Securities and Exchange Commission from time to time. There can be no assurance that other factors not currently anticipated by KMG America will not materially and adversely affect future events. Viewers of this news release are cautioned to consider these risks and uncertainties and not to place undue reliance on the forward-looking statements.

PREFACE 2007 EDITION

OVERVIEW OF BEST'S RATING SYSTEM AND PROCEDURES

| SECTION | TOPIC | PAGE |
|---------|--|-------|
| I | Introduction | vii |
| II | Sources of Information | viii |
| III | Objective of Best's Rating System | viii |
| IV | Best's Rating Scale | ix |
| v | Release of Financial Strength Ratings | х |
| VI | Assignment of Best's Ratings | xi |
| VII | Balance Sheet Strength | xiii |
| VIII | Operating Performance | xvii |
| IX | Business Profile | xviii |
| Х | Affiliation Codes and Rating Modifiers | xix |
| XI | "Not Rated" (NR) Categories | xxi |
| XII | Financial Size Categories (FSC) | xxi |
| XIII | Rating Distributions | xxii |
| XIV | Definitions | xxiii |
| | | |

SECTION I

INTRODUCTION

Founded in 1899, A.M. Best Company is the oldest and most widely recognized rating agency dedicated to the insurance industry. Best's Ratings, which indicate the financial strength of insurance companies, cover: property/casualty, life, annuity, health, health maintenance organizations (HMOs), reinsurance, and title insurance companies. A.M. Best provides the most comprehensive insurance ratings coverage of any rating agency, with reports and ratings maintained on nearly 7,500 insurance entities world-wide, in approximately 65 countries. A.M. Best is also a well-known and highly regarded source of information and commentary on global insurance trends and issues through a host of other products and services.

A.M. Best's Company's Mission Statement is "To perform a constructive and objective role in serving the insurance marketplace as a source of reliable information and ratings dedicated to encouraging a financially strong industry through the prevention and detection of insurer insolvency." We believe that this proactive role is vital to encourage prudent management of insurance companies and to improve the industry's financial strength for the benefit of policyholders.

Best's Ratings and related financial information provide powerful tools for insurance decision-making and market research for insurance agents, brokers, risk managers, pension managers, employee benefits administrators, investment bankers, insurance executives, policyholders and consumers.

In 1900, A.M. Best first published what became known as Best's Insurance Reports®-Property/Casualty Edition which reported on 850 property/casualty insurers operating in the United States. This was soon followed by its companion volume, Best's Insurance Reports[®]—Life/Health Edition, which was published in 1906 reporting on 95 legal reserve life insurers in the United States. Over the better part of a century, these two annual publications have represented the most comprehensive source of financial information on domestic insurers.

The 2007 Property/Casualty and Life/Health Editions of Best's Insurance Reports®-United States & Canada contain approximately 3,100 and 2,000 insurance companies, respectively, representing virtually all active insurers operating in the United States. In addition, the 2007 editions contain Canadian property/casualty, Canadian life and reports on United States, European, and Canadian branches.

In 1984, A.M. Best embarked on completing global coverage of the insurance industry with the publication of Best's Insurance Reports®-Non-US Edition, which currently reports, in CD-ROM format, on

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approximately 4,600 international property/casualty and life/health companies.

In 1999, A.M. Best expanded its rating assignments to include debt and structured finance. The issuance of securities ratings for insurers and insurance holding companies is a natural extension of our expertise in providing financial strength ratings and reports on insurance organizations to investors, analysts and policyholders. Best's extended focus on the insurance industry provides the basis for rating opinions in the credit markets that is unmatched in terms of an in-depth understanding of underlying insurance business fundamentals, risks and future prospects. This focus also serves as the foundation for which ratings are issued to other risk bearing institutions and entities, including captive insurers and alternative risk transfer facilities.

Within the insurance segment, Best now assigns ratings to debt securities, surplus notes, preferred stock and hybrid debt instruments, commercial paper, collateralized debt obligations, insurance-based liability or assetbacked securitizations and monetizations, risk-linked securities, structured financing programs, closed block securities, and institutional investment products.

In addition to our rating products and services, A.M. Best also publishes a host of other complementary products that are an extension of our knowledge of the industry. Some of these products include *Best's Aggregates and Averages* (industry-wide aggregate totals), *Best's Underwriting Guide* (an underwriter's guide to assessing over 500 commercial risks), and *Best's Loss Control Manual* (a safety engineer's guide to assessing insurance exposures and requirements). These products add to the understanding of the complexities of the insurance industry and enhance our rating evaluations as well as the value and scope of information we provide our subscribers.

A.M. Best currently provides over 50 publications and services to meet the needs of our customers who require timely, accurate and comprehensive information on this dynamic industry. A.M. Best is dedicated to providing our subscribers with the most useful and up-to-date information and ratings available in the insurance industry.

While Best's Financial Strength Ratings reflect our **opinion** as to a company's financial strength and ability to meet its ongoing obligations to policyholders, they are **not a warranty**, nor are they a recommendation of a specific policy form, contract, rate or claim practice.

SECTION II

SOURCES OF INFORMATION

The primary source of the information presented in this publication is each insurance company's official annual and quarterly (if available) financial statements as filed with the regulator of the state, province or country

in which the company is domiciled. In the United States, most of these financial statements are prepared in accordance with statutory accounting requirements established by the National Association of Insurance Commissioners (NAIC) and administered by the respective states. Within some of the Canadian company presentations, portions of the Canadian data are provided by OSFI and Beyond 20/20 Inc., Ottawa, Canada.

Our comprehensive review of a company's financial strength is supplemented by publicly available documents, such as Securities and Exchange Commission (SEC) filings in the United States, Generally Accepted Accounting Principles (GAAP) or International Accounting Standards (IAS) financial statements. Other sources of information may include audit reports prepared by certified public accountants or actuaries, loss reserve reports prepared by loss reserve specialists, confidential documents provided by company management, our proprietary Background and Supplemental Rating Questionnaires, and annual business plans.

While the information contained in our reports is obtained from sources believed to be reliable, its accuracy is not guaranteed. We do not audit company financial records or statements and, therefore, cannot attest as to their accuracy.

Consequently, no representations or warranties are made or given as to the accuracy or completeness of the information presented herein, and no responsibility can be accepted for any error, omission or inaccuracy in our reports. Caution should be used in the interpretation and comparison of the information shown due to the differences which may exist between companies' financial reporting standards, insurance operations, and parent/subsidiary relationship.

SECTION III

OBJECTIVE OF BEST'S RATING SYSTEM

Financial Strength Ratings

The objective of Best's Financial Strength Rating system is to provide an opinion as to an insurer's financial strength and ability to meet its ongoing obligations to policyholders. The assigned rating is derived from an in-depth evaluation of a company's balance sheet strength, operating performance and business profile, as compared to Best's quantitative and qualitative standards. An important component of the evaluation process requires an interactive exchange of information with the insurance company's management.

As shown in the accompanying table, Best's Financial Strength Ratings range from our highest, A++ (Superior), to our lowest, F (In Liquidation). Companies that subscribe to our interactive rating service are assigned a Best's

-Best's Ratings & Reports as of 07/17/07-

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Rating (A++ to F). Best may assign Best's Public Data Ratings (noted by the "pd" subscript), to other European insurers, as well as to U.S. Health Maintenance Organizations (HMOs) that do not subscribe to our interactive rating process. These Public Data Ratings will be assigned where, in Best's opinion, ratings are needed due to market demand.

Type of Rating Opinions

| | Best's Ratings | | |
|------------------------|----------------|----------------|--|
| | Interactive | Public Data | |
| Rating Scale | A++ to F | A++ pd to D pd | |
| Evaluation | Quan. & Qual. | Quan. & Qual. | |
| Interaction with Mgmt. | Yes | No | |
| Sufficient Exp. & Size | Yes | Yes | |

Best's Financial Strength Rating opinions are divided into two broad categories — Secure and Vulnerable. This delineation provides our subscribers with a gauge of how A.M. Best views a company's ability to meet its obligations to policyholders. Based on *Best's Insolvency Studies*, Secure rated companies have experienced a very low failure frequency, which is significantly lower than Vulnerable rated companies (and companies unrated or not followed by A.M. Best). Hence the justification for the two categories.

In Best's opinion, the highest rated Secure companies have a very strong ability to meet their ongoing obligations to policyholders, while the lowest rated Secure companies have a good ability. The time frame for the ability of Secure companies to meet their current and ongoing obligations to policyholders varies. The higher a company's Secure rating, the greater its ability to withstand adverse changes in underwriting and economic conditions over longer periods of time. The time frame in which Vulnerable companies are expected to meet their obligations also varies. "Fair," "Marginal" and "Weak" rated companies may only have a current ability to pay claims, while companies rated "Poor," "Under Regulatory Supervision" and "In Liquidation" may not have an ability to fully meet their current obligations to policyholders.

Issuer Credit Ratings and Debt Ratings

A.M Best also assigns Issuer Credit Ratings and Debt Ratings to insurance operating companies and holding companies. While our annual publications include only Financial Strength Ratings, Issuer Credit Ratings and Debt Ratings can be found along with Financial Strength Ratings on the A.M. Best website, www.ambest.com.

A Best's Long-Term Issuer Credit Rating is an opinion as to the ability of the issuer to meet its ongoing senior financial obligations. These ratings are assigned to insurance companies, holding companies, or other legal entities authorized to issue financial obligations.

A Best's Short-Term Issuer Credit Rating is an opinion

as to the ability of the issuer to meet its senior financial commitments on obligations maturing in generally less than one year.

A Best's Long-Term Debt Rating is an opinion as to the issuer's ability to meet its ongoing financial obligations to security holders when due. These ratings are assigned to debt and preferred stock issues.

A Best's Short-Term Debt Rating is an opinion as to the issuer's ability to meet its financial obligations having maturities generally less than one year, such as commercial paper.

SECTION IV

BEST'S RATING SCALE

The Best's Financial Strength Rating scale is comprised of 16 individual ratings grouped into 10 categories, consisting of three **Secure** categories of "Superior," "Excellent" and "Good" and seven **Vulnerable** categories of "Fair," "Marginal," "Weak," "Poor," "Under Regulatory Supervision," "In Liquidation" and "Rating Suspended."

Financial Strength Ratings

<u>Secure</u>

A++ and A+ (Superior)

Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policy-holders.

A and A- (Excellent)

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

B++ and B+ (Good)

Assigned to companies that have, in our opinion, a good ability to meet their ongoing obligations to policyholders.

Vulnerable

B and B- (Fair)

Assigned to companies that have, in our opinion, a fair ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.

C++ and C+ (Marginal)

Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing obligations to policyholders, but are financially vulnerable to adverse changes in underwriting and economic conditions.

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C and C- (Weak)

Assigned to companies that have, in our opinion, a weak ability to meet their ongoing obligations to policyholders, but are financially very vulnerable to adverse changes in underwriting and economic conditions.

D (Poor)

Assigned to companies that in our opinion, may not have an ability to meet their ongoing obligations to policyholders and are financially extremely vulnerable to adverse changes in underwriting and economic conditions.

E (Under Regulatory Supervision)

Assigned to companies (and possibly their subsidiaries/affiliates) that have been placed by an insurance regulatory authority under a significant form of supervision, control or restraint whereby they are no longer allowed to conduct normal ongoing insurance operations. This would include conservatorship or rehabilitation, but does not include liquidation. It may also be assigned to companies issued cease and desist orders by regulators outside their home state or country.

F (In Liquidation)

Assigned to companies that have been placed under an order of liquidation by a court of law or whose owners have voluntarily agreed to liquidate the company. Note: Companies that voluntarily liquidate or dissolve their charters are generally not insolvent.

S (Rating Suspended)

Assigned to rated companies that have experienced sudden and significant events affecting their balance sheet strength or operating performance whereby the rating implications cannot be evaluated due to a lack of timely or adequate information.

Long-Term Issuer Credit Ratings and Long-Term **Debt Ratings**

Best's Long-Term Issuer Credit Rating and Long-Term Debt Rating scale is comprised of 22 individual ratings grouped into 8 categories, consisting of four Investment Grade categories of "Exceptional," "Very Strong," "Strong" and "Adequate" and four Non-Investment Grade categories of "Speculative," "Very Speculative," "Extremely Speculative" and "In Default."

Investment Grade

| aaa | (Exceptional) |
|--------------------|---------------|
| aa+ and aa and aa- | (Very Strong) |
| a+ and a and a- | (Strong) |

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bbb+ and bbb and bbb-

(Adequate)

Non-Investment Grade

| bb+ and bb and bb- | (Speculative) |
|--|-------------------------|
| b + and b and b - | (Very Speculative) |
| ccc+ and ccc and ccc- and cc and c | (Extremely Speculative) |
| đ | (In Default) |

While the above definitions apply to entities which do not issue insurance obligations, A.M. Best also assigns Issuer Credit Ratings to all rated insurance companies. In addition, it should also be noted that A.M. Best assigns Issuer Credit Ratings to publicly-traded holding companies, where a significant portion of cash flow is provided by insurance operations. The definitions applied to insurance companies that are assigned an Issuer Credit Rating are as follows: (aaa) - Exceptional; (aa) - Superior; (a) - Excellent; (bbb) - Good; (bb) - Fair; (b) - Marginal; (ccc,cc) - Weak; (c) - Poor; (rs) - Regulatory Supervision/Liquidation.

Short-Term Issuer Credit Ratings and Short-Term Debt Ratings

Best's Short-Term Issuer Credit Rating and Short-Term Debt Rating scale is comprised of 6 individual ratings grouped into 6 categories, consisting of four Investment Grade categories of "Strongest," "Outstanding," "Satisfactory" and "Adequate" and two Non-Investment Grade categories of "Speculative" and "In Default."

Investment Grade

| (Strongest) |
|----------------|
| (Outstanding) |
| (Satisfactory) |
| (Adequate) |
| |

Non-Investment Grade

AMB-4

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(Speculative)

(In Default)

SECTION V

RELEASE OF FINANCIAL STRENGTH RATINGS

2007 BEST'S INSURANCE REPORTS-LIFE/HEALTH

Best's Financial Strength Rating opinions are formally evaluated at least once every 12 months. The annual review is based on comprehensive information provided to A.M. Best, which includes annual and quarterly (if available) financial statutory statements filed with regulators and SEC filings (if applicable), together with other publicly available financial statements prepared under GAAP or IAS standards and confidential documents including Best's Supplemental Rating Questionnaires (for interactive Best's Ratings).

With our interactive Best's Ratings, analysts maintain rating contact with company managements throughout the year and monitor each company's performance. Ratings are continually re-evaluated for changes that might arise during the year, or in conjunction with our ongoing dialogue with company managements.

Ratings are reviewed and released throughout the year following a formal annual review, including upgrades, downgrades, affirmations, new assignments or ratings placed under review (see section X, Affiliation Codes and Rating Modifiers). In addition, all ratings are reviewed following the receipt of the annual statutory and GAAP financial statements, as well as quarterly filings to ensure there have been no material changes since the last formal rating review. Moreover, due to event-driven circumstances, rating actions may be released outside of the scheduled formal review process. Situations such as mergers or acquisitions, dramatic changes in financial information, legislative/regulatory actions or current events are examples of occasions that may instigate a rating action or change. Best's Ratings are updated and are released immediately through Best's Internet Service via www.ambest.com - A.M. Best's Web Site. Rating upgrades and downgrades, as well as initial ratings are also released through Best's Ratings Monitor, our most timely and complete release of ratings in print. Selected rating changes and new ratings are published on a monthly basis in Best's Review[®], the monthly magazine. Finally, updated Best's Credit Reports are available shortly after the publication of a company's updated rating assignment and following the review of the company's annual statutory statement.

Rating Outlooks

A rating outlook indicates the potential future direction of a company's rating over an intermediate period, generally defined as the next 12 to 36 months. Outlook indications can be positive, negative or stable. A positive outlook is placed on a company's rating if its financial and market trends are favorable, relative to its current rating level, and if they continue, the company has a good possibility of having its rating upgraded. In contrast, a negative outlook is placed on a company's rating that is experiencing unfavorable financial and market trends, relative to its current rating level, and if they continue, the company has a good possibility of having its rating downgraded. A stable outlook is placed on a company's rating to indicate that it is experiencing stable financial and market trends, and that there is a low likelihood that its rating will change in the near-term. Rating outlooks appear immediately following the rating rationale section of the company's Best's Credit Report.

Rating History

To enable the reader to track trends, Best's Insurance Reports contains a Five Year History section and Best's Key Rating Guide presents the five latest rating events.

SECTION VI

ASSIGNMENT OF BEST'S RATINGS

The assignment of an interactive Best's Financial Strength Rating (A++ to F) involves a comprehensive quantitative and qualitative analysis of a company's balance sheet strength, operating performance and business profile.

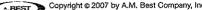
For our interactive Best's Financial Strength Ratings, we believe this balanced approach of evaluating a company on both quantitative and qualitative levels provides a better insight of a company and results in a more discerning and credible rating opinion. We believe our more refined rating process has significantly improved the predictive value of our ratings in identifying financially secure or vulnerable insurance companies over time.

Risk Management is an important aspect of any insurance company operation. Enterprise Risk Management (ERM) has grown in importance as companies look to consider the correlation of many risks that they have historically managed independently, or deal with emerging risk issues inherent in many of today's more sophisticated product offerings.

The analysis of ERM is an integral part of the rating analysis and discussions with all rated companies. A company's risk management capabilities are considered in the qualitative assessment of all three rating areas, Balance Sheet Strength, Operating Performance, and Business Profile.

The interpretation of quantitative measurements involves the incorporation of more qualitative considerations into the process that may impact prospective financial strength. Our quantitative evaluation is based on an analysis of each company's reported financial performance, utilizing over 100 key financial tests and supporting data. These tests, which underlie our evaluation of balance sheet strength and operating performance, vary in importance depending upon a company's characteristics.

In assigning a Best's Financial Strength Rating, additional consideration is given to balance sheet strength for those companies that are exposed to shorter tail liabilities (less than 2-3 years) or those companies main-



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taining extremely strong balance sheet strength. Companies exposed to short-tail liabilities face fewer unknown losses, reducing long-term risk. Alternatively, those companies exposed to long-tail liabilities (over 7 years) face greater uncertainty and risk and more importance is placed on operating performance which will need to be strong to sustain or enhance balance sheet strength over the long term. Those companies with an extremely strong balance sheet are given additional consideration while improving their weak profitability.

A company's quantitative results are compared with industry composites as established by A.M. Best. Composite standards are based on the performance of many insurance companies with comparable business mix and organizational structure. In addition, industry composite benchmarks are adjusted from time to time for systemic changes in underwriting, economic and regulatory market conditions to ensure the most effective and appropriate analysis.

For many insurance groups, Best's quantitative evaluation is based on a consolidated approach applied to an insurance group or pool, recognizing the importance of inter-company arrangements that financially link individual insurers by investment, pooling, or reinsurance agreements. Such arrangements are common in the property/casualty industry.

The assignment of Best's Public Data Ratings ("pd" subscript) also incorporates analysis of balance sheet strength, operating performance and business profile. However, the analysis does not generally involve interaction with company management.

In some instances, Best's Financial Strength Ratings are assigned to newly formed companies or companies that do not meet our minimum size requirements, that maintain strategic affiliations with other rated companies, or have demonstrated long histories of relatively stable operating performance. Best's Ratings are also assigned to companies that have achieved or will likely achieve significant market share or acquired seasoned books of business. In general, Best's Financial Strength Ratings may be assigned to new companies with experienced management and credible business plans. In all cases, these companies comply with Best's request for supplemental information and/or meetings with management.

Over the years, regulatory and tax issues, in addition to market dislocations, have resulted in a wave of newly created insurance and reinsurance companies. A.M. Best has actively responded to the growing market demand by agents, brokers, lenders, capital markets participants and corporate clients for information on newly formed insurance and reinsurance entities. The start-ups rated by A.M. Best are subject to the same assessment of balance sheet strength and business profile as established companies receiving an interactive rating assignment. However, because these new entities have yet to demonstrate a track record in operating performance, Best also applies a stringent set of qualitative standards upon which initial ratings may be issued.

Some of the more specific considerations utilized by A.M. Best in assigning ratings to start-up insurers / reinsurers are broken down into four critical areas: management, sponsorship, strategy, and capitalization. However, in addition to these factors, certain conditions must be present, transcending all other rating considerations for Best to proceed with an initial rating assignment.

• Initial financing either must be in place or must be expected to be executed concurrent to the initial rating assignment.

• Appropriate management, staff and operational infrastructure must be available to support initial activities.

• A formal plan to follow-up on the execution of the initial business plan, along with a formal process to monitor the company's strategic and financial development, must be agreed to by A.M. Best and company management.

Parent / Subsidiary Relationships

The implicit or explicit support of a parent or affiliate can affect an insurer's financial strength and therefore its Best's Rating. The assessment of support involves a topdown, bottom-up analysis of the parent organization and each subsidiary. This analysis enables A.M. Best to classify a company in one of three categories from which its stand-alone rating will receive: full rating uplift, partial rating uplift or no rating uplift.

• Subsidiaries that receive full rating uplift and the rating of their parent or that of the company with which they maintain the greatest degree of affiliation, are viewed as integral to the group's strategy and critical to its ongoing success and viability. These subsidiaries are fully integrated into the group's operations, usually carry the group name and are well established in their particular markets. Additionally, the operating performance and stand-alone capitalization of the subsidiary is comparable to that of its parent and has historically contributed to the financial strength of the parent.

• Subsidiaries that receive partial rating uplift share many of the same characteristics as a subsidiary receiving full rating uplift, but differ in their degree of affinity. Such subsidiaries do not receive the parent's/affiliates rating, however, their stand-alone ratings usually benefits from their group affiliations.

• Subsidiaries receiving no rating uplift are usually viewed as being opportunistic in nature. These subsidiaries carry a rating based on an evaluation of their stand-alone financial strength and receive no benefit of potential support from the group as they are incidental to the group's overall strategy and

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are insignificant contributors to the group's operating performance.

SECTION VII

BALANCE SHEET STRENGTH

In determining a company's ability to meet its current and ongoing obligations to policyholders, the most important area to evaluate is its balance sheet strength. An analysis of a company's underwriting, financial, operating and asset leverage is very important in assessing its overall balance sheet strength.

Balance sheet strength measures the exposure of a company's surplus to its operating and financial practices. A highly leveraged, or poorly capitalized company can show a high return on surplus, but may be exposed to a high risk of instability. A conservative level of leverage or capitalization enables an insurer to better withstand catastrophes, unexpected losses and adverse changes in underwriting results, fluctuating investment returns or investment losses, and changes in regulatory or economic conditions.

Underwriting leverage is generated from four sources: current premium writings, annuity deposits, reinsurance and loss or policy reserves. A.M. Best reviews these forms of leverage to analyze changes in trends and magnitudes. To measure a company's exposure to pricing errors in its book of business, we review the ratio of gross and net premiums written to capital. To measure the company's credit exposure and dependence on reinsurance, we review the credit quality of a company's reinsurers and ratio of reinsurance premiums and reserves ceded and related reinsurance recoverables to surplus. To measure the company's exposure to unpaid obligations, unearned premiums and exposure to reserving errors, we analyze the ratio of net liabilities to surplus.

In order to assess whether or not a company's underwriting leverage is prudent, a number of factors unique to the company are taken into consideration. These factors include: type of business written, spread of risk, quality and appropriateness of its reinsurance program, quality and diversification of assets, and adequacy of loss reserves

A.M. Best reviews a company's financial leverage in conjunction with its underwriting leverage in forming an overall opinion of a company's balance sheet strength. Financial leverage through debt, or debt-like instruments (including financial reinsurance) may place a call on an insurers earnings and strain its cash flow. Similar to underwriting leverage, excessive financial leverage at the operating or holding company can lead to financial instability. As such, the analysis is conducted both at the operating company and holding company levels, if applicable.

To supplement its assessment of financial leverage, A.M. Best also reviews a company's operating leverage. A.M. Best broadly defines operating leverage as debt (or debt-like instruments) used to fund a specific pool of matched assets. Cash flows from the pool of assets are expected to be sufficient to fund the interest and principal payments associated with the obligations, substantially reducing the potential call on insurer's earnings and cash flow. As such, for analytical purposes, generally debt obligations viewed by A.M. Best as operating leverage would be excluded from the calculation of financial leverage.

A.M. Best also evaluates asset leverage, which measures the exposure of a company's surplus to investment, interest rate and credit risks. Investment and interest rate risks measure the credit quality and volatility associated with the company's investment portfolio and the potential impact on its balance sheet strength.

A company's underwriting, financial and asset leverage is also subjected to an evaluation by Best's Capital Adequacy Ratio (BCAR) which calculates the Net Required Capital to support the financial risks of the company associated with the exposure of its investments, assets and underwriting to adverse economic and market conditions such as a rise in interest rates, decline in the equity markets and above normal catastrophes. This integrated stress analysis evaluation permits a more discerning view of a company's relative balance sheet strength relative to its operating risks. A company's BCAR result is useful in determining a company's balance sheet strength.

A.M. Best takes a consolidated approach to insurance groups and assigns a common BCAR result to multiple member companies that are linked together through inter-company pooling or reinsurance arrangements.

CAPITALIZATION TESTS FOR LIFE COMPANIES

• Change in Net Premiums Written (NPW) and Deposits: The annual percentage change in net premiums written and deposits. This test is a measure of growth in underwriting commitments.

• NPW and Deposits to Total Capital: Net premiums written and deposits related to capital and surplus funds, including AVR. This reflects the leverage, after reinsurance assumed and ceded, of the company's current volume of net business in relation to its capital and surplus. This test measures the company's exposure to pricing errors in its current book of business.

• Capital & Surplus to Liabilities: The ratio of capital and surplus (including AVR) to total liabilities (excluding AVR). This test measures the relationship of capital and surplus to the company's unpaid obligations after reinsurance assumed and ceded. It reflects the extent to which the company has leveraged its capital and surplus base. On an individual company basis,

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this ratio will vary due to differences in product mix, balance sheet quality and spread of insurance risk.

• **Surplus Relief:** The relationship of commissions and expense allowances on reinsurance ceded to capital and surplus funds. The use of surplus relief can be the result of "surplus strain", a term used to describe any insurance transaction wherein the funds collected are not sufficient under statutory accounting guidelines to cover the liabilities established.

• **Reinsurance Leverage:** The relationship of total reserves ceded plus commissions and expenses due on reinsurance ceded plus experience rating and other refunds due from reinsurers, plus amounts recoverable from reinsurers to total capital and surplus.

• **Change in Capital:** The annual percentage change in the sum of current year capital and surplus, plus AVR, plus voluntary investment reserves, over the prior year's sum.

CAPITALIZATION TESTS FOR HEALTH COMPANIES

• Liabilities to Assets: The ratio of total liabilities to total assets. This test measures the proportion of liabilities covered by a company's asset base.

• Net Premiums Written to Capital: The ratio of premiums to total capital & surplus. This test measures the leverage associated with the level of premiums compared to the total capital & surplus of the company. The higher the number, the more leveraged the company.

• **Debt to Capital & Surplus:** The ratio of a company's total debt to its total capital & surplus. In this ratio, debt is defined as loans and notes payable on both a current and long term basis, as well as surplus notes.

• Equity PMPM: The ratio of capital & surplus to member months. This test measures the amount of capital & surplus spread over a company's membership base.

• Capital & Surplus to Total Assets: The ratio of total capital & surplus to total assets. This test measures the relationship of a company's asset base to its capital & surplus.

• Months Reserves: The ratio of a company's total capital & surplus to monthly average total expenses. This test provides a measure of the duration of a particular company's capital & surplus versus its expense commitments.

• Best's Capital Adequacy Ratio (BCAR): The BCAR Ratio compares an insurer's adjusted surplus relative to the required capital necessary to support its operating and investment risks. Companies deemed to have "adequate" balance sheet strength normally generate a BCAR score of over 100% and will usually carry a Secure Best's Rating. Companies deemed to have very strong balance sheet strength generate a BCAR score over 175%. The level of capital required to support a given rating level varies by company, depending on its operating performance and business profile.

Adjusted surplus is reported surplus plus/minus adjustments made to provide a more comparable basis for evaluating balance sheet strength. Such modifications include adjustments related to equity in unearned premiums, loss reserves, and assets. Certain off-balance sheet items are also deducted from reported surplus, such as encumbered capital, debt service requirements, potential catastrophe losses and future operating losses.

Net Required Capital is calculated as the necessary level of capital to support four broad risk categories, including: C1 (Credit Risk); C2 (Underwriting Risk); C3 (Interest Rate Risk); and C4 (Business Risk). Net Required Capital represents the arithmetic sum of capital required to support each of the risk categories reduced by a covariance adjustment. The covariance adjustment reduces a company's total capital requirement by recognizing that risks associated with many of the four categories are independent and do not occur at the same time.

Over two-thirds of a health company's net capital requirement is generated by its C1 (Credit Risk) and C2 (Underwriting Risk). The Underwriting Risk components are influenced by a company's business profile which includes distribution of premium by line and size.

Capital Structure/Holding Company

Holding companies (if present) and their associated capital structures can have a significant impact on the overall financial strength of an insurance company subsidiary. Holding companies can provide subsidiaries with a level of financial flexibility, including capital infusions, access to capital markets, and in some cases, additional cash flow sources from other operations. Likewise, debt and other securities are typically obligations of a holding company which, depending on the magnitude of these obligations, can reduce the financial flexibility of the enterprise and potentially place a strain on future earnings and inhibit surplus growth at a subsidiary.

A.M. Best reviews both an insurer's capital structure and its holding company's capital structure to determine if it is sound and unencumbered. This review includes an assessment of the quality of capital with a focus on the amount, composition, and amortization schedule of intangible assets as well as the presence of surplus notes at the operating company.

A holding company can have various types of financial instruments, including debt securities, preferred stocks or other hybrid securities in its capital structure. For mutual companies, surplus notes can exist as a component of overall surplus. A.M. Best reviews the relative debt and equity characteristics of a particular capital security in

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determining overall financial leverage. Our review focuses on specific terms and features of securities, including the coupon and dividend rate, repayment terms and financial and other covenants. Insurance subsidiaries generally fund debt service and other obligations of their holding company through a combination of dividends, tax sharing payments and other expense allocation agreements with their holding company. As such, A.M. Best measures the extent to which an insurance company's earnings or the holding company's cash flow can cover interest and other fixed obligations.

Integral to an insurer's rating assignment is our assessment of a company's ability to meet the debt service and other obligations associated with its parent's capital structure and the risks that a capital structure imposes on a company.

Additionally, Best employs a top-down view of the total organization that includes a review of the non-insurance operations of a holding company, to determine their impact, if any, on the overall financial strength of the insurance operations.

Quality and Appropriateness of Reinsurance Program

Reinsurance plays an essential role in the risk spreading process and provides insurers with varying degrees of financial stability. As a result, we evaluate a company's reinsurance program to determine its appropriateness and credit quality. A company's reinsurance program should be appropriate relative to its policy limits and underwriting risks, catastrophe exposures, business, financial capacity and credit quality of the reinsurers involved. In addition, a reinsurance program should involve time-risk transfer and include reinsurers of good credit quality, since in the event of a reinsurer's failure to respond to its share of a loss, the reinsured or counterparty would have to absorb a potentially large loss in its entirety.

To be considered adequate for catastrophe protection, a program needs to protect a property/casualty company from impairment or insolvency, from large shock-losses such as a 100-year wind storm, a 250-year earthquake, or its annual aggregate loss exposure. In addition, reinsurance should also provide protection from a series of smaller storm losses that do not trigger recovery from a traditional catastrophe reinsurance program. In addition to spreading risk, reinsurance can be utilized to leverage a company's surplus to enable it to write more business than would otherwise be possible.

For life/health companies, a reliable reinsurance program must consider sound risk management practices to provide the company with protection against adverse fluctuations in experience. Since these risk transfer agreements on an underlying policy or policies indemnify the company for insurance risks, prudent evaluation of the economic impact on a company's life, health, and annuity operations is critical. Incorporating reinsurance to manage a company's financial risk that includes mortality, morbidity, lapse or surrender, expense, and investment performance presents a competitive risk to a counterparty's future growth prospects and long-term viability. Therefore, the range of reinsurance business must be evaluated with the company's ability to manage its growth relative to demands for life and health insurance coverages under existing economic and regulatory environments.

An insurer's ability to meet its financial obligations can become overly dependent upon the performance of its reinsurers. A company can also become exposed to the state of reinsurance markets in general. A significant dependency on reinsurance can become problematic if a major reinsurer of the company becomes insolvent or disputes coverage for claims. It also can become a problem if general reinsurance rates, capacity, terms and conditions change dramatically following an industry event. The more a company is dependent upon reinsurance, the more vulnerable its underwriting capacity becomes to adverse changes in the reinsurance market. The greater this dependency, the greater our scrutiny of a company's reinsurance program to determine its appropriateness and credit quality and whether it is temporary or permanent in nature.

Adequacy of Loss/Policy Reserves

An evaluation of the adequacy of an insurer's reported reserves is essential to an evaluation of its profitability, leverage (capitalization) and liquidity. Net income and policyholders' surplus are directly affected by changes in reported reserves. While we do not audit a company's reserves, we rely on the reserve adequacy opinions of certified actuaries (internal and third-party) to supplement our review.

For life/health companies, we review the valuation methodology, interest assumptions and degree of conservation in the establishment of life, health and annuity reserves. We also evaluate the degree of uncertainty in policy reserves, recognizing that they are only actuarial estimates of future events. If the degree of uncertainty exceeds any equity in the reserves, and is large in relation to net income and policyholders' surplus, our confidence declines in a company's reported profitability, liquidity, and leverage (capitalization).

Ouality and Diversification of Assets

The quality and diversification of assets contributes to a company's financial stability. Invested assets (principally bonds, common stocks, mortgages and real estate) are evaluated to assess the risk of default and the potential impact on surplus if the sale of these assets occurred unexpectedly. The better the liquidity, diversification and/or quality of the assets, the less uncertainty there is in the value to be realized upon

their sale and the lesser the likelihood of default. Therefore, a review of a company's invested assets is performed to identify a lack of diversification among industries or geographic regions, with particular attention paid to large single investments that exceed 10% of a company's total capital. Companies that hold liquid, undiversified and/or speculative assets and have a significant underwriting exposure to volatile lines of business that are vulnerable to unfavorable changes in underwriting and/or economic conditions can jeopardize policyholders' surplus.

Liquidity

Liquidity measures a company's ability to meet its anticipated short- and long-term obligations to policyholders and other creditors. A company's liquidity depends upon the degree to which it can satisfy its financial obligations by holding cash and investments that are sound, diversified and liquid or through operating cash flow. A high degree of liquidity enables an insurer to meet unexpected needs for cash without the untimely sale of investments or fixed assets, which may result in substantial realized losses due to temporary market conditions and/or tax consequences.

To measure a company's ability to satisfy its financial obligations without having to resort to selling long-term investments or affiliated assets, we review a company's quick liquidity, which measures the amount of cash and quickly convertible investments that have a low exposure to fluctuations in market value. We also review current liquidity to measure the proportion of a company's total liabilities that are covered by cash and unaffiliated invested assets. Operational and net cash flows are reviewed since they, by themselves, can meet some liquidity needs provided cash flows are positive, large and stable relative to cash requirements. Finally, we evaluate the quality, market value and diversification of assets, particularly the exposure of large single investments relative to capital.

In order to measure a life insurer's potential vulnerability to all surrenderable liabilities, it is necessary to review the impact of asset and liability maturations under normal and stressed cycles in the event of a crisis of confidence. A loss of confidence in the financial strength of an insurer on the part of distributors or policyholders, which can lead to a "run on the bank", can be triggered by adverse changes in the company's financial strength, the economy, the financial markets and/or a company's media profile.

The immediate liquidity analysis begins with an assessment of a life insurer's liability structure and the withdrawal characteristics of its policies and contracts. Companies that maintain a significant concentration of immediately surrenderable liabilities, which may be subject to unexpected calls on their assets, require greater levels of short-term liquidity. As a result, an evaluation is made to determine how vulnerable a company is to a potential "run" and its ability to satisfy its obligations to policyholders in the event a "run" is triggered. Included in our review is the size of the contracts issued, applicable surrender charges or market value adjustments, withdrawal restrictions, the types of distribution systems utilized, financial incentives which may exist for the replacement of policies, the level of highly liquid assets maintained, the strength and trends of cash flows and individual company's media profiles.

A.M. Best's review of liquidity for U.S. life companies has been enhanced with the introduction of A.M. Best's Liquidity Model for U.S. Life Insurers. Using statutory data, the model quantitatively measures a company's short-term (30 days) and longer-term (six to twelve months) cash needs positions under stressed scenarios. The model allows for conservative, standardized comparisons to be calculated and determines whether a company's calculated liquidity is within the range of its peers relative to its size, type of business and A.M. Best rating. A.M. Best's initial analysis has focused on companies with a preponderance of interest sensitive liabilities.

KEY LIQUIDITY TESTS FOR LIFE COMPANIES

• Quick Liquidity: The ratio of unaffiliated quick assets to liabilities. Quick assets include cash and short-term investments and a percentage of unaffiliated common stocks and unaffiliated public investment grade bonds. This test measures the proportion of liabilities (excluding AVR, conditional reserves and separate accounts) covered by cash and quickly convertible investments. It indicates a company's ability to meet its maturing obligations without requiring the sale of long-term investments or the borrowing of money.

• **Current Liquidity:** The ratio of unaffiliated invested assets, excluding mortgages and real estate, to liabilities. This test measures the proportion of liabilities (excluding AVR, conditional reserves and separate account liabilities) covered by cash and unaffiliated holdings, excluding mortgages and real estate.

• Non-Investment Grade Bonds to Capital: The sum of NAIC Classes three, four, five, and six bonds as a percentage of capital and surplus funds (including AVR). Please note that although Class three bonds are considered below investment grade, the NAIC has assigned these securities a description of "medium quality".

• Delinquent & Foreclosed Mortgages to Capital: The sum of long-term mortgages upon which interest is overdue more than three months, in process of foreclosure and foreclosed real estate as a percentage of capital and surplus funds (including AVR).

• Mortgages & Credit Tenant Loans & Real Estate to Capital: Mortgage loans and credit tenant loans and real estate (home office property, property held for income and property held for sale) as a percentage of capital and surplus funds (including AVR).

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• Affiliated Investments to Capital: Affiliated investments (including home office property) as a percentage of capital and surplus funds (including AVR).

KEY LIQUIDITY TESTS FOR HEALTH COMPANIES

• **Current Liquidity:** The ratio of total current assets to total liabilities. The ratio shows a company's ability to pay its current obligations from short-term assets. This test measures the proportion of liabilities covered by cash, short-term investments and other short-term assets.

• **Overall Liquidity:** This ratio measures the proportion of total liabilities covered by a company's total assets, to reflect a company's ability to meet its maturing obligations.

• **Premium Receivable Turnover:** The ratio of premium receivables to commercial revenue. This ratio is expressed in months and measures the liquidity level of a company's total premium and fee for service revenue in light of its premium receivables for a specific period.

• Cash and Assets to Claims & Payables: The ratio of total cash, short-term investments and long-term investments to the sum of accounts payable and claims payable.

• Claims to Net Premium Earned: The ratio of total claims payable to net premiums earned.

• Health Average Claims Payment Period (days): The ratio of claims payable to total health expenses per year in days (365).

• Total Health IBNR Pay Period (days): The ratio of total incurred but not reported claims divided by total health expenses in days (365).

SECTION VIII

OPERATING PERFORMANCE

Profitability

Profitable insurance operations are essential for a company to operate as an ongoing concern. For an insurer to remain viable in the marketplace, it must perpetuate a financially strong balance sheet for its policyholders. When evaluating operating performance, Best's analysis centers on the stability and sustainability of the company's sources of earnings in relation to the liabilities that are retained by the company. Since long-term balance sheet strength is generally driven by operating performance, greater importance is placed on operating performance when evaluating insurers writing long-duration business. Conversely, operating performance is

weighted less heavily for those insurers writing predominantly short-duration business that also possess very strong capitalization and a stable business profile. A.M. Best reviews the components of a company's statutory earnings over the past five year period to make an evaluation of the sources of profits and the degree and trend of various profitability measures. Areas reviewed include underwriting, investments, capital gains/losses and total operating earnings, both before and after taxes. Profitability measures are easily distorted by operational changes; therefore, we review the mix and trends of premium volume, investment income, net income and surplus. Also important to evaluating profitability is the structure of the company (stock vs. mutual), the length and nature of its insurance liability risks and how these elements relate to the company's operating mission. The degree of volatility in a company's earnings and the impact that this could have on capitalization and balance sheet strength is of particular interest to A.M. Best.

To supplement our review of statutory profitability, A.M. Best analyzes the company's earnings on a GAAP basis, IAS basis, and any other regulatory or accounting reporting in order to understand the company's forms and measurements of profitability. This review generally extends beyond the scope of publicly traded companies, since an increasing number of non-public insurers also prepare, monitor and/or manage to GAAP, IAS or other forms of accounting reporting. Best recognizes that a proper assessment of an insurer's current and prospective profitability may involve a review of multiple accounting forms and results.

KEY PROFITABILITY TESTS FOR LIFE COMPANIES

• Benefits Paid to NPW and Deposits: Total benefits paid as a percentage of net premiums written and deposits. Benefits paid include death benefits, matured endowments, annuity benefits, accident and health benefits, disability and surrender benefits, group conversions, coupons and payments on supplementary contracts, interest on policy or contract funds and other miscellaneous benefits.

• Commissions and Expenses to NPW and Deposits: Commissions and expenses incurred as a percentage of net premiums written and deposits. Commissions and expenses include payments on both direct and assumed business, general insurance expenses, insurance taxes, licenses and fees, increase in loading and other miscellaneous expenses, and exclude commissions and expense allowances received on reinsurance ceded.

• NOG to Total Assets: Net operating gain (after taxes) as a percentage of the mean of current and prior year admitted assets. This test measures insurance earnings in relation to the company's total asset base.

• NOG to Total Revenue: Net operating gain (after taxes) as a percentage of total revenues. This test mea-

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sures insurance earnings in relation to total funds provided from operations.

• **Operating Return on Equity:** Net operating gain (after taxes) as a percentage of the mean of current and prior year capital and surplus. This test measures insurance earnings in relation to the company's policyholders surplus base.

• Net Yield: Net investment income expressed as a percent of mean cash and invested assets plus accrued investment income minus borrowed money. This test does not reflect realized and unrealized capital gains or income taxes.

• Total Return: The net yield plus realized and unrealized capital gains and losses, minus transfers to IMR, plus amortization of IMR.

KEY PROFITABILITY TESTS FOR HEALTH COMPANIES

• Benefits Paid to Net Premiums Written & Fee for Service: Total medical and hospital or dental expenses as a percent of net premiums written and fee for service. Also included with net premiums written and fee for service are risk revenues and changes in unearned premium reserves.

• Commissions and Expenses to Net Premiums Written & Fee for Service: Total claims adjustment expense and general administrative expenses as a percentage of net premiums written and fee for service. Also included with net premiums written and fee for service are risk revenues and changes in unearned premium reserves.

• NOG to Total Assets: Net income excluding net realized capital gains (losses) as a percent of the average between prior year and current year assets. This test measures post-tax insurance earnings in relation to the mean of the company's current and prior year total admitted assets.

• **NOG to Revenue:** Net income excluding net realized capital gains (losses) as a percent of total revenue. This ratio measures post-tax earnings in relationship to total funds provided from operations.

• Operating Return on Equity: Net income excluding net realized capital gains (losses) as a percent of the average between prior year and current year capital and surplus. This test measures earnings in relation to the company's total capital and contingency reserve base.

• Net Yield: Net investment income as a percentage of the average between prior year and current year invested assets and accrued investment income less borrowed money. It does not reflect the impact of realized and unrealized capital gains or income taxes. • Total Return: The net yield plus realized and unrealized capital gains and losses.

SECTION IX

BUSINESS PROFILE

Business Profile Issues

Business Profile can be an important component of Best's rating evaluation. The factors that comprise an insurer's business profile drive current and future operating performance and, in turn, can impact long-term financial strength and the company's ability to meet its obligations to policyholders.

Business Profile is influenced by the degree of risk inherent in the company's mix of business, an insurer's competitive market position and the depth and experience of its management. Lack of size or growth are not considered negative rating factors unless A.M. Best believes these issues have a negative influence on the company's prospective operating performance and balance sheet strength.

A.M. Best places greater emphasis on business profile issues for insurers writing long-duration business, such as life, retirement savings, casualty lines, and reinsurance where long-term financial strength is critical. Conversely, less business profile emphasis is placed on auto and property writers, as well as indemnity health insurers writing shorter duration contracts where short-to medium-term financial strength is of greater importance.

In addition, business profile issues increase in their importance at Best's highest rating levels. At the "Superior" level, insurers are expected to have strong balance sheets and adequate operating performance, and exhibit stable operating trends. What differentiates these companies is the strength of their business profile, which typically translates into defensible competitive advantages. This rating approach is consistent with the requirements of today's marketplace, which is concerned with an insurer's financial strength and market viability.

Key Business Profile Issues

• **Spread of Risk:** A company's book of business must be analyzed by line in terms of its geographic, product and distribution diversification. However, the size of a company, measured solely by its premium volume, cannot be used to judge its spread of risk.

Generally, large companies have a natural spread of risk. Similarly, a small company, which is conservatively managed, writes conservative lines of business and avoids a concentration of risk, can attain the same degree of stability in its book of business as that experienced by a large company, with the exception of regulatory or residual market risks.

For life/health companies, the mix of business must be evaluated with respect to the distribution and performance

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of the underlying assets, as well as a company's susceptibility to economic business cycles or regulatory pressures, such as minimum loss ratios, market conduct regulation or financial services and health care reform initiatives.

The geographic location and lines of business written by a company also determine its exposure or vulnerability to regulatory or residual market risks that exist within certain jurisdictions. In addition, the mix of business must also be carefully evaluated. Because the underwriting experience between lines of business varies dramatically, the underwriting risk profile of a company must be determined since high risk lines with volatile loss experience can impact the financial stability of an insurer, particularly one that is poorly capitalized and/or has poor liquidity.

• **Revenue Composition:** A by-line analysis of net premium volume is important to determine changes in the amount, type, geographic distribution, diversification and volatility of business written by a company, which can either have a beneficial or adverse effect on its prospective profitability. Underwriting income, investment income, capital gains, asset values and, consequently, surplus can be significantly affected by external changes in economic, regulatory, legal and financial market environments, as well as by natural and man-made catastrophes.

• **Competitive Market Position:** Analysis of an insurer's operating strategy and competitive advantages by line is essential to assess a company's ability to respond to competitive market challenges, economic volatility and regulatory change in relation to its book of business. Defensible and sustainable competitive advantages include; control over distribution, multiple distribution channels, a low-cost structure, effective utilization and leveraging of technology, superior service, strong franchise recognition, a captive market of insureds, easy and inexpensive access to capital, and underwriting expertise within the book of business.

• **Management:** The experience and depth of management are important determinants for achieving success. Because the insurance business is based on an underlying foundation of trust and fiscal responsibility, prudent management plays a more vital role than in most other industries.

Competitive pressures within virtually every insurance market segment have amplified the importance of management's ability to develop and execute defensible strategic plans. Best's understanding of the operating objectives of a company's management team play an important role in its qualitative evaluation of the current and future operating performance of a company. This is particularly true when a company is undergoing a restructuring to address operational issues, balance sheet problems or is actively raising capital.

• Insurance Market Risk: Insurance market risk reflects the potential financial volatility that is introduced by, and associ-

ated with, the segment(s) of the insurance industry and/or the financial services sphere within which an organization operates. Such risks may also be considered systematic risks and are generally common to all market participants (i.e., financial services reform, healthcare reform, expansion of alternative markets, and integration of healthcare providers). Insurance market risk can be biased either positively or negatively by a number of company-specific business factors.

• Event Risk: Event risk can encompass a variety of sudden or unexpected circumstances that may arise and can potentially impact an insurer's financial strength and its Best's Rating. When a sudden or unexpected event occurs, we evaluate the financial and market impact to the insurer. For example, the potential exists for major business and distribution disruption associated with significant litigation, the potential for a "run-on-the-bank" due to a loss of policyholder/distributor confidence, economic collapse or the enactment of significant legislation. In addition, constraints imposed by regulators in the form of mandated rate rollbacks, extraordinary assessments, and mandatory market lock-in arrangements in catastrophe-prone areas can adversely affect a company. Event risk may include changes in management, ownership, parental commitment, distribution, a legal ruling or regulatory development. Finally, event risks can also be influenced by potential regulatory or legislative reforms, economic conditions, interest rate levels, and financial market performance, as well as societal changes. For international companies, and domestic insurers operating abroad, political climates and sovereignty risks may also have a significant bearing on event risk.

SECTION X

AFFILIATION CODES AND RATING MODIFIERS

Affiliation Codes and Rating Modifiers are added to Best's Financial Strength Ratings to identify companies whose assigned rating is based on a Group (g), Pooling (p), or Reinsurance (r) affiliation with other insurers. In addition, a company's rating may be placed Under Review and be subject to a near-term change, as indicated by the "u" rating modifier. A Best's Financial Strength Rating may carry a "pd" rating modifier, indicating that the company did not subscribe to our interactive rating process. The "s" rating modifier is assigned to syndicates operating at Lloyds that have subscribed to our interactive rating process. These affiliation codes or modifiers appear as a lower-case suffix to the rating (i.e., A g, A u, A pd, etc.).

Insurers with affiliation codes (g, p, r) indicate that their rating is based on the consolidated performance of the company and its affiliation with one or more insurers, which collectively operate, in Best's opinion, as one coordinated insurance group and meets our criteria for the same rating.

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Accordingly, the Financial Size Category (see Section XII) of these member companies usually equals that of the group.

Affiliation Codes:

"g" Group Rating: Assigned to the parent company of a group and is based on the consolidation of the parent company and its insurance subsidiaries where ownership or board control exceeds 50%.

The group rating is also assigned to certain subsidiaries based on the consolidation of the subsidiary and the parent. To qualify for full rating uplift, a subsidiary must be deemed integral to the group's business strategy, generally operates under common management and/or ownership, and serves as a strategic marketing or distribution arm of its parent. A stand-alone analysis is conducted on all insurance subsidiaries and comparable stand-alone operating performance and capitalization is expected to qualify for full rating uplift. In certain cases, group ratings are also assigned to sister companies owned by a common holding company.

"**p**" **Pooled Rating:** Assigned to members of an intercompany pool that effectively pool all their net business. The pooled rating is based on the consolidation of pool members and their subsidiaries. To qualify, a pool member must operate under common management and/or ownership (or substantial board control for mutual insurers) serve as a strategic affiliate to the group, and prorate all current and prior premiums, expenses and losses among the pool members in accordance with specified percentages that are comparable to the distribution of the policyholders' surplus of each member of the group. Other important features to the contract are the notice of termination and the treatment of run-off liabilities after termination.

Typically, all pool members are assigned the same rating and Financial Size Category, based on their consolidation. NOTE: Some of these pooling arrangements do not include joint and several liability clauses between the company members, but other clauses may be included to help to protect the rights to collect from other pool members.

"r" Reinsured Rating: Assigned to a company within a group that reinsures substantially all direct premiums written with an affiliated reinsurer. The rating is based on the consolidation of the company's reinsurer and its subsidiaries. To qualify, a company must operate under common management and/or ownership as its reinsurer. Other important features to the contract are the coverage of prior liabilities, notice of termination and the treatment of run-off liabilities after termination. Typically, reinsured affiliates are assigned the same rating and Financial Size Category as their reinsurer.

Rating Modifiers:

"u" Under Review: Assigned to companies whose rating is currently under review due to a recent event or abrupt

- Best's Ratings & Reports as of 07/17/07 -

change in its financial condition, which may have positive, developing, or negative rating implications. A rating placed under review with positive implications indicates that, based on information currently available, the rating will either be affirmed or upgraded once A.M. Best completes its assessment and removes the under review modifier. Conversely a rating placed under review with negative implications indicates that, based on information currently available, the rating will either be affirmed or downgraded once A.M. Best completes its assessment and removes the under review modifier. A rating placed under review with developing implications indicates that, based on information currently available, it is unclear how the recent event or abrupt change in financial condition will impact the rating.

A company's rating remains under review until A.M. Best is able to fully review the rating implications of the event before affirming, upgrading or downgrading the rating. Generally, a company's rating is placed Under Review for less than six months.

"pd" Public Data Rating: Assigned to Canadian, UK and other European insurers, and HMOs and health insurers (United States) that do not subscribe to our interactive rating process. Best's Public Data Ratings reflect both qualitative and quantitative analysis using publicly available data and other public information. Public Data Ratings will be assigned where in Best's view ratings are needed due to market demand. To maintain analytical integrity Public Data Ratings may be assigned to affiliated companies that do not voluntarily subscribe to a full interactive rating process.

"s" Syndicate Rating: Assigned to syndicates operating at Lloyds that meet our minimum size and operating experience requirements for a Best's Rating and subscribe to our interactive rating process.

RATING MODIFIER/AFFILIATION CODE DISTRIBUTION

Of the 1,160 individual total ratings assigned in Best's 2007 life/health publications, 626 or 54% were also assigned a Rating Modifier or Affiliation Code. Their distribution follows.

| RATING MODIFIER/ AFFILIATION CODE | NUMBER OF COMPANIES |
|--------------------------------------|------------------------|
| g - Group | 470 |
| p - Pooled | 0 |
| r - Reinsured | 3 |
| pd- Public Data | 151 |
| s - Syndicate | 0 |
| u - Under Review | 10 |
| Subtotal | 634 |
| Dual Assignment | _(8) |
| Total Modifier/ | |
| Affiliation Code Ratings | 626 |

2007 BEST'S INSURANCE REPORTS-LIFE/HEALTH

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SECTION XI

"NOT RATED" (NR) CATEGORIES

The current universe of rated life/health companies account for roughly 95% of the premium volume in the United States. However, A.M. Best also reports on 800 life/health companies that are not assigned a rating opinion. Because of their small size, Non-Rated (NR) insurers constitute only 5% of the industry's premium writings.

For (NR) companies, a condition exists that makes it difficult for A.M. Best to develop an opinion on the company's balance sheet strength and operating performance. Generally, these companies do not qualify for a Best's Rating because of their limited financial information, small level of surplus, lack of sufficient operating experience, or due to their dormant or run-off status.

Unrated companies are assigned to one of five "NR" categories.

NR-1 (Insufficient Data)

Assigned predominately to small companies for which A.M. Best does not have sufficient financial information required to assign rating opinions. The information contained in these limited reports is obtained from several sources, which include the individual companies, the National Association of Insurance Commissioners (NAIC) and other data providers. Data received from the NAIC, in some cases, is prior to the completion of its cross-checking and validation process.

NR-2 (Insufficient Size and/or Operating Experience)

Assigned to companies that do not meet A.M. Best's minimum size and/or operating experience requirements. To be eligible for a letter rating, a company must generally have a minimum of \$2 million in policyholders' surplus to assure reasonable financial stability and have sufficient operating experience to adequately evaluate its financial performance, usually two to five years. General exceptions to these requirements include: companies that have financial or strategic affiliations with Best rated companies; companies that have demonstrated long histories of financial performance; companies that have achieved significant market positions; and newly formed companies with experienced management that have acquired seasoned books of business and/or developed credible business plans.

NR-3 (Rating Procedure Inapplicable)

Assigned to companies that are not rated by A.M. Best, because our normal rating procedures do not apply due to a company's unique or unusual business features. This category includes: companies that are in run-off with no active business writings, are effectively dormant, or underwrite financial or mortgage guaranty insurance. Exceptions to the assignment of the NR-3 designation include run-off companies that commenced run-off plans in the current year or inactive companies that have been structurally separated from active affiliates within group structures that pose potential credit, legal or market risks to the group's active companies.

NR-4 (Company Request)

Assigned to companies that are assigned a Best's Rating following a review of their financial performance, but request that the assigned letter rating not be published on their company. The NR-4 is assigned following the publication of a final letter rating opinion.

NR-5 (Not Formally Followed)

Assigned to insurers that are not formally evaluated for the purposes of assigning a rating opinion. It is also assigned retroactively to the rating history of traditional U.S. insurers when they provide prior year(s) financial information to A.M. Best and receive a Best's Rating or another NR designation in more recent years. Finally, it is assigned currently to those companies that historically had been rated, but no longer provide financial information to A.M. Best because they have been liquidated, dissolved, or merged out of existence.

SECTION XII

FINANCIAL SIZE CATEGORIES (FSC)

A.M. Best assigns a Financial Size Category (FSC) to each letter rated company. The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its most recent crosschecked submission of year-end, first, second or third quarter statutory surplus and related accounts. Many insurance buyers consider buying insurance coverage from companies that they believe have the sufficient financial capacity to provide the necessary policy limits to insure their risks.

Best's Financial Size Category is based on reported policyholders' surplus plus conditional or technical reserve funds, such as the asset valuation reserve (AVR), other investment and operating contingency funds and miscellaneous voluntary reserves reported as liabilities in U.S. dollars.

The FSC is represented by Roman numerals ranging from Class I (the smallest) to Class XV (the largest). The distribution by FSC based upon individual companies is shown below.

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2007 FINANCIAL SIZE CATEGORY (FSC) BY INDIVIDUAL COMPANIES

| 2007 LIFE/HEALT | H RATING I | DISTRIBUTION* |
|-----------------|------------|---------------|
| BY INDIV | IDUAL COM | IPANIES |

Number Percent

Best's Rating Level Category

| | Adjust | ed | | | |
|-----------------|-------------|--------|------------------|------------|-------------------|
| Financial | Policyhol | lders' | Number | | |
| Size | Surph | us | of | Distrib | oution |
| <u>Category</u> | (\$ Millie | ons) | Companies | Percentage | <u>Cumulative</u> |
| Class I | Less than | 1 | 2 | 0.2 % | 0.2 % |
| Class II | 1 to | 2 5 | 3 | 0.3 | 0.5 |
| Class III | 2 to | 5 | 54 | 4.7 | 5.2 |
| Class IV | 5 to | 10 | 90 | 7,8 | 13.0 |
| Class V | 10 to | 25 | 166 | 14.4 | 27.4 |
| Class VI | 25 to | 50 | 148 | 12.8 | 40.2 |
| Class VII | 50 to | 100 | 119 | 10.3 | 50.5 |
| Class VIII | 100 to | 250 | 144 | 12.5 | 63.0 |
| Class IX | 250 to | 500 | 92 | 8.0 | 71.0 |
| Class X | 500 to | 750 | 59 | 5.1 | 76.1 |
| Class XI | 750 to | 1,000 | 36 | 3.1 | 79.2 |
| Class XII | 1,000 to | 1,250 | 30 | 2.6 | 81.8 |
| Class XIII | 1,250 to | 1,500 | 18 | 1.5 | 83.3 |
| Class XIV | 1,500 to | 2,000 | 27 | 2.3 | 85.6 |
| Class XV : | 2,000 or gi | reater | <u>_166</u> | 14.4 | 100.0 % |
| | Subto | tal | 1,154 | | |
| E & F Rate | ed Compar | nies | 6 | | |
| | Grand To | tal | <u>1.160</u> | | |

| | Secure Rating | s | |
|--------|-------------------------------|--------------|-------------------|
| A++ | Superior | 56 | 4.8% |
| A+ | Superior | 152 | 13.1 |
| | Subtotal | 208 | 17.9 |
| A | Excellent | 224 | 19.3 |
| A- | Excellent | 279 | 24.0 |
| | Subtotal | 503 | 43.3 |
| B++ | Good | 144 | 12.4 |
| B+ | Good | 125 | 10.8 |
| | Subtotal | 269 | 23.2 |
| | Total Secure Ratings | 980 | 84.4% |
| | Vulnerable Ratir | | |
| B | Fair | 49 | 4.2% |
| B- | Fair Subtotal | <u>40</u> | <u>3.5</u> |
| | Suptotal | 89 | 7.7 |
| C++ | Marginal | 39 | 3.4 |
| C+ | Marginal | 28 | 2.4 |
| | Subtotal | 67 | 5.8 |
| С | Weak | 9 | 0.8 |
| C- | Weak | 7 | 0.6 |
| | Subtotal | 16 | 1.4 |
| D | Poor | 2 | 0.2 |
| E | Under Regulatory Supervision | 6 | 0.5 |
| F | In Liquidation | 0 | 0.0 |
| | Subtotal | 8_ | 0.7 |
| | Total Vulnerable Ratings | 180 | <u> 15.6 %</u> |
| | Total-Rating Opinions | <u>1,160</u> | <u>100.0%</u> |
| ****** | No Rating Opinic | ons —— | |
| NR-1 | Insufficient Data | 182 | 22.8% |
| NR-2 | Insufficient Size/ | | |
| | Operating Experience | 106 | 13.2 |
| NR-3 | Rating Procedure Inapplicable | 103 | 12.9 |
| NR-4 | Company Request | 7 | 0.9 |
| NR-5 | Not Formally Followed | 402 | 50.2 |
| | Total-No Rating Opinions | 800 | <u>100.0%</u> |
| | Total Reported Companies | 1,960 | |
| ** * | | | |

SECTION XIII

RATING DISTRIBUTIONS

The following section provides the distribution of Best's Financial Strength Ratings on both an individual company and rating unit basis as of July 17, 2007. In addition, this section provides the distribution of companies assigned to Not Rated (NR) Categories.

The term "rating unit" applies to either individual insurers or a consolidation of member companies. The rating unit forms the financial basis on which A.M. Best performs its rating evaluation. The financial results of rating units more accurately represent the way insurance groups operate and manage their businesses. Therefore, the rating distribution based on a Rating Unit basis is the more appropriate rating distribution to gauge A.M. Best's overall opinion of the financial health of the universe of insurance companies we rate.

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- Best's Ratings & Reports as of 07/17/07 -

*As of July 17, 2007

2007 BEST'S INSURANCE REPORTS-LIFE/HEALTH

2007 LIFE/HEALTH RATING DISTRIBUTION* BY RATING UNITS

| Secure Ratings A++ Superior 14 1.7% A+ Superior 50 6.0 Subtotal 64 7.7 A Excellent 145 17.6 A- Excellent 223 27.0 Subtotal 368 44.6 B++ Good 111 13.4 B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3% Wulnerable Ratings 655 79.3% B- Fair 39 4.7 Subtotal 28 3.4 53% B- Fair 39 4.7 Subtotal 28 3.4 7.9 C Weak 9 1.1 C- Weak 9 1.1 C- Weak 7 0.9 Subtotal 7 0.8 100.0 C Weak | <u>Best's</u> Level | Rating Category | Number | Percent |
|---|------------------------|---------------------------------|--------------------|---------------|
| A+ Superior 50 6.0 Subtotal 64 7.7 A Excellent 223 27.0 Subtotal 368 44.6 B++ Good 111 13.4 B+ Good 111 13.4 B+ Good 111 13.4 B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3 % Wulnerable Ratings 44 5.3 % B- Fair 39 4.7 Subtotal 83 10.0 C++ Marginal 28 3.4 Subtotal 7 0.9 C- Weak 9 1.1 C- Weak 7 0.9 Subtotal 7 0.8 0.0 D Poor 1 0.1 20.7 % C Weak 7 0.9 0.0 Subtotal 7 0.8 0.0 0.0 Mc- N | A++ | | | 17% |
| Subtotal $\overline{64}$ $\overline{7.7}$ A Excellent 145 17.6 A- Excellent 223 27.0 Subtotal 368 44.6 B+ Good 111 13.4 B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3 % B Fair 39 4.7 Subtotal 83 10.0 C++ Marginal 37 4.5 C+ Marginal 28 3.4 Subtotal 65 7.9 C Weak 7 0.9 Subtotal 16 2.0 D Poor 1 0.1 E Under Regulatory Supervision 6 0.7 F In Liquidation 0 0.0 Subtotal 7 0.8 100.0 % MR-1 Insufficient Data 182 22.8 % <t< td=""><td>- 1 C</td><td>-</td><td></td><td></td></t<> | - 1 C | - | | |
| A Excellent 145 17.6 A- Excellent 223 27.0 Subtotal 368 44.6 B+ Good 111 13.4 B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3 % Vulnerable Ratings 655 79.3 % B- Fair 39 4.7 Subtotal 37 4.5 C+ Marginal 37 4.5 C+ Marginal 28 3.4 Subtotal 65 7.9 C Weak 9 1.1 C- Weak 7 0.9 Subtotal 7 0.8 100.0 D Poor 1 0.1 E Under Regulatory Supervision 6 0.7 F In Liquidation 0 0.0 Subtotal 7 0.8 Total Vulnerable Ratings 171 20.7 % Total Vulnerable Ratings 171 | | | | |
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| B++ Good 111 13.4 B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3 % B Fair 44 5.3 % B- Fair 39 4.7 Subtotal 83 10.0 C++ Marginal 28 3.4 C++ Marginal 28 3.4 Subtotal 65 7.9 C Weak 7 0.9 Subtotal 16 2.0 D Poor 1 0.1 E Under Regulatory Supervision 6 0.7 F In Liquidation 0 0.0 Subtotal 7 0.8 100.0 % Total Vulnerable Ratings 171 20.7 % Rotal-Rating Opinions 826 100.0 % NR-1 Insufficient Data 182 22.8 % NR-2 Insufficient Size/ 0 0 Operating Experience 106 13.2 12.9 <td>A-</td> <td>Excellent</td> <td>223</td> <td>27.0</td> | A- | Excellent | 223 | 27.0 |
| B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3 % B Fair 44 5.3 % B- Fair 39 4.7 Subtotal 39 4.7 Subtotal 83 10.0 C++ Marginal 37 4.5 C+ Marginal 28 3.4 Subtotal 65 7.9 C Weak 9 1.1 C- Weak 9 1.1 C- Weak 7 0.9 Subtotal 16 2.0 D Poor 1 0.1 E Under Regulatory Supervision 6 0.7 F In Liquidation 0 0.0 Subtotal 7 0.8 171 20.7 % Total Vulnerable Ratings 171 20.7 % 826 100.0 % NR-1 Insufficient Data 182 22.8 % NR-2 NR-2 Insufficient Size/ | | Subtotal | 368 | 44.6 |
| B+ Good 112 13.6 Subtotal 223 27.0 Total Secure Ratings 655 79.3 % B Fair 44 5.3 % B- Fair 39 4.7 Subtotal 39 4.7 Subtotal 83 10.0 C++ Marginal 37 4.5 C+ Marginal 28 3.4 Subtotal 65 7.9 C Weak 9 1.1 C- Weak 9 1.1 C- Weak 7 0.9 Subtotal 16 2.0 D Poor 1 0.1 E Under Regulatory Supervision 6 0.7 F In Liquidation 0 0.0 Subtotal 7 0.8 171 20.7 % Total Vulnerable Ratings 171 20.7 % 826 100.0 % NR-1 Insufficient Data 182 22.8 % NR-2 NR-2 Insufficient Size/ | B++ | Good | 111 | 13 4 |
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| NR-2Insufficient Size/ Operating Experience10613.2NR-3Rating Procedure Inapplicable10312.9NR-4Company Request70.9NR-5Not Formally Followed40250.2Total-No Rating Opinions800100.0 % | | | ns | |
| Operating Experience10613.2NR-3Rating Procedure Inapplicable10312.9NR-4Company Request70.9NR-5Not Formally Followed40250.2Total-No Rating Opinions800100.0% | NR-1 | Insufficient Data | 182 | 22.8% |
| NR-3Rating Procedure Inapplicable10312.9NR-4Company Request70.9NR-5Not Formally Followed40250.2Total-No Rating Opinions800100.0% | NR-2 | Insufficient Size/ | | |
| NR-4 Company Request 7 0.9 NR-5 Not Formally Followed 402 50.2 Total-No Rating Opinions 800 100.0% | | Operating Experience | 106 | 13.2 |
| NR-5 Not Formally Followed 402 50.2 Total-No Rating Opinions 800 100.0% | NR-3 | Rating Procedure Inapplicable | 103 | 12.9 |
| Total-No Rating Opinions 800 100.0% | NR-4 | Company Request | 7 | 0.9 |
| | NR-5 | Not Formally Followed | 402 | 50.2 |
| Total Reported Companies <u>1,626</u> | | Total-No Rating Opinions | 800 | <u>100.0%</u> |
| | | Total Reported Companies | <u>1,626</u> | |

*As of July 17, 2007

SECTION XIV

DEFINITIONS

ORGANIZATION TYPES

Insurance transactions are conducted primarily through four types of organizations-stock companies, mutual companies,

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fraternal societies and non-profit organizations. A brief description of the legal structure and function of each is as follows:

• Stock Companies: Stock companies are corporations, the financial ownership of which is comprised of capital stock which is divided into shares. Ultimate control of stock insurance companies is vested in the shareholders.

• Mutual Companies: Mutual companies are corporations without capital stock. Ultimate control of mutual insurance companies is vested in the policyholders.

· Fraternal Societies: Fraternal life insurance societies are purely mutual organizations and the major fraternal societies furnish life insurance benefits to their members on a basis essentially the same as that utilized by legal reserve life insurance companies. The fraternal life insurance society is characterized by its lodge system, a representative form of government and its fraternal or benevolent activities.

•Non-Profit Organizations: Insurance companies that have no individuals/organizations with an ownership interest. Control of these companies rests with the Board of Directors. Non-profit companies reported on by Best are typically health or dental insurers.

DEFINITIONS OF LICENSES (FORMERLY STATES LICENSED)

In our reports we list the states, provinces, and territories in which a company is licensed or approved (where required) to do business. States have the authority to regulate insurance companies and have controlled insurance mainly through the licensing power. The license is a document that indicates an insurer has met the minimum requirements established by statute and is authorized to engage in the lines of business for which it has applied.

The importance of a company being licensed in a state determines not only the protection to the insured provided by the state's regulatory authorities to assist if a problem arises, but also the protection afforded the insured by the states guaranty fund laws which generally apply only to licensed insurers. Each state has its own statutes and there are a number of different licensing requirements.

In addition to licensed insurers, there are other specialty types of companies that exist in the field of insurance such as reinsurers. A reinsurer is a company that agrees to indemnify, for consideration, the ceding company against all or part of a loss that the latter may sustain under policies that it has issued. Reinsurers do not always have to be licensed and may operate on an approved basis in some states.

xxiii

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Briefing on the NACo Prescription Drug Discount Card Program

DEPARTMENT: <u>County Manager Office</u> **DIVISION:**

| AUTHORIZED BY: | CONTACT: April Boswell | EXT : <u>7224</u> |
|----------------|------------------------|--------------------------|
|----------------|------------------------|--------------------------|

MOTION/RECOMMENDATION:

Staff is seeking direction from the Board regarding participation in the NACo Prescription Drug Discount Card Program offered to member counties, to benefit those counties citizens who may be under- or uninsured.

County-wide

Cynthia A. Coto

BACKGROUND:

At the July 24, 2007 Board meeting, staff was asked to review the NACo Prescription Drug Discount Card Program to evaluate the County's participation in the Program. Staff has researched the Program and provides the information below. If the Board directs, staff will prepare paperwork to enroll in the Program.

Program Information

- The program is geared towards the under- or uninsured, providing a mechanism to receive a discount on drug prescriptions that insurance does not cover.
- The program is not insurance and can not be used in conjunction with, it provides a discount card the participant presents at the pharmacy for discount on prescriptions that insurance does not cover.
- There is no cost to the County to initiate nor for participants to be in the program.
- The County must enter into a contract with Caremark, a pharmaceutical services company, administrating the Program through NACo and participating counties. A copy of the contract is attached for review.
- There is a standard list of participating pharmacies such as Wal-Mart, Albertson's, Costco, and Publix.
- Approximate program start-up time is 8-10 weeks.
- At no cost, marketing materials such as brochures and media announcements are provided to the County by Caremark and the discount cards can have the County's logo on it, if the County chooses.
- NACo has stated they do not receive any compensation of any kind but encourage Caremark to reinvest any proceeds they receive for discounts etc. back into the Program.
- Two Florida Counties (out of 23 participating) have shared their experience with the Program (Lee and Lake). Both indicated no problems to date with the Program functioning in both Counties for less than a full year. In Lake County, the last report they received from NACo was that residents in Lake had saved approximately \$300,000 on prescriptions. Utilization reports are sent electronically every month to participating

counties.

- The only cost to the counties was the initial staff time in securing local pharmacies (other than the "Chain stores" like Eckerd Walgreens, etc.). Lake indicated they accomplished this in one weekend. The other staff involvement is distributing the cards when they arrive. Both Counties indicated, other than the initial distribution, this required minimal time.
- Neither Lee County nor Lake County found any liability concerns.
- Under the agreement, the County could not promote any other "Discount Drug Card".

Concerns for Consideration

- The contract gives Caremark the right to contact a participant and ask that the prescription be changed to a "Preferred Drug" that Caremark has designated.
- Caremark receives rebates from drug manufacturers that the contract spells out, which is their fee for providing the service.
- With both of the above, this sounds like an opportunity for Caremark to gain substantially by influencing participants to chose certain drugs over others that the participant's insurance may not cover.
- The parts of the agreement that have been provided so far are structured such that the services are being provided to the County itself and creates a contractual relationship between Caremark, NACO and the County; i.e., "Caremark will provide Member County mail order pharmacy services" "Caremark will provide Member County services as set for in" "Caremark will administer an open formulary for the Member County" "Member County will comply will all laws applicable to it as a sponsor of the services" "Parties agree that, in lieu of billing Member County a 'per claim' fee for services Caremark shall retain 100% of (available rebates) . .."
- The County becomes a sponsor of the services, receiver of the services and a provider of the services to the public. It is unclear to the County Attorney's Office why the County needs to be a party to the agreement in order for the Card to be available to the public. Needless to say, to the extent the County is a party to the agreement as a sponsor, customer and provider, it has exposed itself to some potential liabilities.
- It is likely there will be more information regarding the contract that we have not reviewed and will not be able to review until the application process is complete. NACo and Caremark have the right to amend the contract at any time, except during the first year, and the County by executing the contract agrees to be bound by such amendments.
- The County may, after the Initial Term, within 90 days of receiving a notice of amendments that the County finds adverse, terminate its participation by given prior written notice to NACo and Caremark.

ATTACHMENTS:

1. NACo Prescription Drug Discount Card Program Contract

Additionally Reviewed By:

County Attorney Review (Robert McMillan)

Dear County Officials:

The Prescription Drug Card Program contract is attached. **Please review the checklist on p. 1 of the contract document**. Incorrect checklists or contracts will result in a delayed implementation of the program.

Please follow these directions carefully:

1. Counties, Parishes, Boroughs **sign exhibit C of the contract** which attaches the county to the overall NACo contract. If your county requires a copy of the signature page bearing the NACo and Caremark signatures, this can be provided to you via .PDF on request.

2. Once signed, mail the Exhibit C page (*this is on page 15 of the contract with BLANK signature lines*) and the checklist to:

Andrew Goldschmidt Director of Membership Marketing National Association of Counties 25 Massachusetts Ave, NW 5th Floor Washington, DC 20001

3. Once the contract is received, our executive director will sign it and pass it on to Caremark for final signature. You may start your internal planning process to promote the program.

4. While the final signatures are being completed, please forward your logo or seal via e-mail to elandsman@naco.org or agoldschmidt@naco.org (if you prefer, you may have the card simply read XYZ County or XYZ CountyRx) and specify the quantity of card brochures you would like to order by **filling out the checklist**. Caremark will draw up proofs for your approval. **Once they are approved by your county**, the materials will be completed and in your hands by the time the contract returns with the final signature.

You may estimate 8-10 weeks from the date the contract is returned until you can distribute the cards to your county residents. A key note, any non pre-approved press releases or other information to be distributed on the program must come to NACo and Caremark's attention for approval prior to use.

Please contact me or Andrew if you have any questions or need further information. NACo looks forward to working with you on this exciting program!

Sincerely,

Emily Landsman Membership Coordinator, II

P.S. - If you need to access the collateral materials on the program, you can access those by logging in to the NACo's members only portion of the web site at www.naco.org. Please contact me at (202) 942-4242 or elandsman@naco.org if you need assistance.

The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without permission from NACo.



This checklist is not part of the NACo contract, however, please return it with your signed contract. *Incomplete or incorrect checklists will delay implementation of the program*

NACo Prescription Drug Program checklist

County Name/State: _____ Date contract returned to NACo: _____ 1. Who is the ONE contact person in the county with whom we may communicate about this program? Name and title _____ Address (w/ City, State, Zip) Phone _____ Fax _____ E-mail (We must have your e-mail address!) 2. What is your county's anticipated start-up date for the program? CURRENT START UP TIME IS 8-10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo. Please plan your county's roll out of the program accordingly. 3. Please choose a design for the discount cards: (YOU MUST CIRCLE ONE) "County Name" or "County NameRx" a. Logo/seal on cards b. a. Be sure to e-mail a black and white logo/seal to agoldschmidt@naco.org or elandsman@naco.org in a .jpg or .tiff format b. Put "(COUNTY NAME) LOGO" in the subject line of your e-mail Other. You must contact NACo if you do not choose either a or b. c. 4. How many cards are you requesting? (We are advising 20% to 25% of your county's total population, on average. Some counties may need more.) a. What is your county's population? b. Do you need cards/posters in Spanish? How many? 5. Please provide a street address for delivery of cards. Cards will be sent via UPS Ground. NO PO BOXES! 6. What is your county's web address (if available)? Will this program have its own page? (Please provide) What number would county residents call to pick up a card? This section for NACo use only _____ Copy of signed contract sent to Caremark? Signed contract back from Caremark? ____ Proofs approved?

CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "**Member County Agreement**") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.2 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.3 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.4 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.5 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

Page 1 of 29

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Rebate Contracts.** Caremark contracts with certain Manufacturers for Rebate programs.

b. Disclosure of Manufacturer Fees. Caremark may receive fees or other compensation from Manufacturers, including, without limitation, administrative fees not exceeding three percent of the aggregate cost of the pharmaceutical products dispensed to participants, and fees for property provided or services rendered to a Manufacturer (which may include providing physicians clinical messages consistent with the Performance Drug List, as defined below). Caremark's specialty pharmacies may also receive fees from Manufacturers for products and services provided. In addition, Caremark's mail order and specialty pharmacies may negotiate on their own behalf directly with Manufacturers for discounts, including rebated discounts based on market share or other factors. The term Rebates as used in this Agreement does not include these fees and discounts which belong exclusively to Caremark or Caremark's mail order or specialty pharmacies, respectively.

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

Page 2 of 29

a. Distribution of Information. Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. Delivery and Dispensing. Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

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Page 3 of 29

2.1 Fees. The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

2.2 **Remedies.** In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("**Claims Information**") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 **Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to

Page 4 of 29

Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Law. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with reasonable notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

Page 5 of 29

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that

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Page 6 of 29

Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/s.55/3370?cms=CMS-2-007764.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "**Initial Term**"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

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Page 7 of 29

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services Caremark Inc. 2211 Sanders Road, NBT9 Northbrook, IL 60062 Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services Caremark Inc. 2211 Sanders Road, NBT9 Northbrook, IL 60062 Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties 440 First Street, NW Washington, DC 20001 Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing

NACo_k3-v2.doc (02/24/2006) [RxClaim]

Page 8 of 29

Fax No.: (202) 393-2630

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally

Page 9 of 29

recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. "**AWP**" means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. "Change in Law" means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. "Claim(s)" mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. "Covered Items" mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. "Law" means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. "Manufacturer" means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. "Maximum Allowable Cost (MAC)" means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. "Participant" means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. "Participating Pharmacy" means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. "Rebate(s)" means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

Page 10 of 29

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P. By: CaremarkPCS Health Systems, LLC, its General Partner

| By: Larry E. Naake | | |
|---------------------------|--------|--|
| Title: Executive Director | Title: | |
| Date: | Date: | |

Page 11 of 29

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. **Customer-Specific Programming.** If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

Page 12 of 29

National Association of Counties Effective March 1, 2006

As consideration for the Services selected by Member County in accordance with the Agreement, Member County will pay to Caremark the fees set forth below:

Administrative Fees

| Per Processed Retail Claim | \$0.00 |
|----------------------------|--------|
| Per Processed Mail Claim | \$0.00 |

As consideration for the Consumer Card Program selected by Member County in accordance with this Agreement, Member County will pay to Caremark 100% of the Rebates collected from Manufacturers pursuant to this Agreement.

Consumer Card Program Retail Network Rates¹

Brand:AWP-13% + \$3.50 transaction fee or Usual & CustomaryGeneric:AWP-13% + \$3.50 transaction fee, MAC + \$3.50 transaction fee or Usual & Customary

Mail Service Rates¹

Brand: AWP-19% + \$1.00 dispensing fee Generic: AWP-50% + \$1.00 dispensing fee

Specialty Pharmacy Rates²

AWP-13% + \$3.50 dispensing fee

Other Fees

Section 1.6 - Card Issuance Exhibit A(1) - Customer Specific Programming No charge \$150.00/Hour

Note: Charges or Services not identified above will be quoted upon request.

1. All claims may be aggregated for purposes of this rate. Actual rates may vary by Participating Pharmacy. Certain retail and mail Claims may be excluded from these rates, including but not limited to (i) Select Generics, which are generic drugs that enter the market with supply limitations or competitive restrictions that limit marketplace competition and (ii) Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling.

2. This rate will apply to Claims for certain drugs filled by Caremark SpecialtyRx, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling. All Claims may be aggregated for purposes of this rate. Rates for such drugs may vary if filled by a pharmacy other than Caremark SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements.

Finance Charges. Invoices are assessed finance charges on the amounts not paid within the terms set forth on the invoice. The finance charge shall be in an amount equal to one and one-half percent per month, unless such rate exceeds the maximum rate allowable by applicable Law, in which case such amounts shall bear interest at the maximum legally allowable rate.

Contingency. All prices are contingent upon Member County's full adoption of Caremark's Performance Drug List and formulary management and intervention programs.

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Handling Costs. Customer or Member County is in all events responsible for any postage costs or other mailing and handling-related costs incurred by Caremark in connection with the provision of Services or additional services, except as to costs associated with standard Consumer Card Program materials that are shipped by bulk mail to Customer or Member County.

Taxes. It is the understanding of the parties that Participating Pharmacies shall collect from Participants all applicable taxes for Covered Items, and that Caremark is not liable for the payment of applicable taxes. Any other taxes associated with the operation of Member County's Consumer Card Program are the responsibility of Member County.

Page 14 of 29

CAREMARKPCS HEALTH, L.P. NATIONAL ASSOCIATION OF COUNTIES MANAGED PHARMACY BENEFIT SERVICES AGREEMENT FOR MEMBER COUNTY

("**Member County**"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "**Agreement**") among <u>National Association of Counties</u> ("**Customer**"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

| By: | |
|---|---|
| Title: | |
| Date: | By: CaremarkPCS Health Systems, LLC, its General Partner |
| MEMBER COUNTY: | By: |
| | Title: |
| [County Name] | Date: |
| By: | |
| Title: | |
| Date: | |
| NACo $k_{3-v_{2}}^{2}$ doc (02/24/2006) [RxClaim] Pa | ge 15 of 29 |

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CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "**Member County Agreement**") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Rebate Contracts.** Caremark contracts with certain Manufacturers for Rebate programs.

b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. Distribution of Information. Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. Delivery and Dispensing. Caremark shall dispense through its mail service pharmacy new

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

2.2 **Remedies.** In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("**Claims Information**") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 **Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark. Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any

tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the 6.1 Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 **Compliance with Law.** Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any

other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "**Initial Term**"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

By any party, at its option, if any court, or governmental or regulatory agency issues to d. another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a e. petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services Caremark Inc. 2211 Sanders Road, NBT9 Northbrook, IL 60062 Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services Caremark Inc. 2211 Sanders Road, NBT9 Northbrook, IL 60062 Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties 440 First Street, NW Washington, DC 20001 Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing Fax No.: (202) 393-2630

9. **MISCELLANEOUS.**

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including

exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. "**AWP**" means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. "Change in Law" means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. "Claim(s)" mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. "Covered Items" mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. "Law" means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. "Manufacturer" means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. "Maximum Allowable Cost (MAC)" means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. "Participant" means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. "Participating Pharmacy" means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. "Rebate(s)" means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P. By: CaremarkPCS Health Systems, LLC, its General Partner

| By: - Signature on File - | |
|---------------------------|---|
| Larry E. Naake | |
| | _ |

Title: Executive Director

Date:_____

- Signature on File -

Title:

Date:

EXHIBIT D REDACTED CONTRACT

EXHIBIT A ADDITIONAL SERVICES

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. **Customer-Specific Programming.** If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

EXHIBIT D REDACTED CONTRACT

> EXHIBIT B FEES

[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

EXHIBIT C

CAREMARKPCS HEALTH, L.P. NATIONAL ASSOCIATION OF COUNTIES MANAGED PHARMACY BENEFIT SERVICES AGREEMENT FOR MEMBER COUNTY

("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "Agreement") among <u>National Association of Counties</u> ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

| By: <u>Signature on File</u> | |
|------------------------------|--|
| Title: | CAREMARKPCS HEALTH, L.P. By: CaremarkPCS Health Systems, LLC, its |
| Date: | General Partner |
| MEMBER COUNTY: | By: <u>Signature on File</u> |
| | Title: |
| [County Name] | |
| By: <u>Signature on File</u> | Date: |
| Title: | |
| Date: | |
| | |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Proposed 2008 State Legislative Program

DEPARTMENT: <u>County Manager Office</u> **DIVISION:**

| AUTHORIZED BY: | CONTACT: April Boswell | EXT : <u>7224</u> |
|----------------|------------------------|--------------------------|
|----------------|------------------------|--------------------------|

MOTION/RECOMMENDATION:

Staff is seeking Board direction confirming the legislative priorities for the 2008 State Legislative Program.

County-wide

Cynthia A. Coto

BACKGROUND:

Staff is seeking Board direction on the state legislative priorities to guide the County's lobbying activities for 2008. Attached is a draft of suggested "top legislative priorities", a "funding request list", and a narrative of 2008 legislative issues by responsible department.

It should be noted that in addition to specific County issues identified by the Board and staff, the County's legislative efforts also focus on statewide issues in conjunction with Florida Association of Counties (FAC). Staff will provide the Board with a copy of FAC's 2008 Legislative Program once it is available. In addition, other legislative priorities from our municipal partners, the school board and other regional partners will be provided as they are available.

The following are dates of interest:

- FAC Legislative Conference November 14-16, 2007 World Golf Village Renaissance Resort, St. Johns County (St. Augustine)
- Seminole County Legislative Delegation Meeting October 24, 2007, 1:00-5:00 pm, BCC Chambers
- Seminole County Day TBD
- State Regular Legislative Session begins March 4, 2008

ATTACHMENTS:

1. Draft 2008 Legislative Priorities

Additionally Reviewed By: No additional reviews

State - Top Legislative Priorities

- OPPOSE efforts to diminish or eliminate county home rule authority on items such as impact fees, protection of rural and environmentally sensitive lands, growth management, annexations, etc.
- OPPOSE any shifting of costs for government services and programs from the state to counties, unless state and county elected officials deliberatively evaluate the appropriate funding and delivery of intergovernmental service responsibility.
- SUPPORT funding for driver education programs for young adults.
- SUPPORT retaining the full amount of dedicated documentary tax revenues towards state and local affordable housing programs and SUPPORT state funding to advance workforce housing.
- OPPOSE legislation that undermines existing Florida water law which states that a county in which water is withdrawn shall not be deprived directly or indirectly of the prior right to reasonable and beneficial use of water which is required to supply the needs of that county's natural systems or any of the inhabitants or property owners therein. SUPPORT continuation of state law on local sources first.
- SUPPORT legislation that enhances regional and local financial capacity to address water resource and water supply development.
- SUPPORT a holistic approach to property tax reform that looks to modify the tax structure in an effort to rebalance the property tax system for all property owners, avoiding solutions that will only address the issues affecting the current homesteader with "Save Our Homes". OPPOSE revisions of Homestead Exemption that diminish the fiscal capacity of the County or that substantially shift the property tax burden. OPPOSE revisions that further increase the inequities in taxable valuations for similar properties. OPPOSE expenditure and revenue caps.
- SUPPORT modification of the rolled back rate calculation to include an adjustment for changes to the price level.
- SUPPORT revisions that address issues related to Article V legislation.
- SUPPORT advancement of necessary language to allow local governments to participate in the State's Deferred Compensation Program.

- SUPPORT full funding of the Cultural Facilities Grant application for the Museum of Seminole County History Education Multi-Purpose Building.
- SUPPORT a 'glitch' bill" to remove the right to have a proposed land use amendment for agricultural enclaves to be automatically transmitted to the DCA.
- SUPPORT legislation giving counties the authority to implement a Local Option Rental Car Surcharge Tax for transportation related improvements.
- SUPPORT legislation that gives all charter counties the authority to implement the Charter County Transit System Surtax. SUPPORT current statutory authority giving counties the discretion to distribute these revenues to municipalities pursuant to an interlocal agreement under F.S. Chapter 163.

State Funding Requests

A. Pedestrian Overpass (Howell Branch Road & SR 426) - \$6 Million

Request - \$6.0 million to construct a pedestrian overpass at the intersection of Howell Branch Road and State Road 426. The project serves as a regional trail/pedestrian link between Seminole and Orange Counties. It was approved by the Metro Plan Orlando Board in 2004 as part of the Long Range Plan 2025.

The County completed the south link of the Cross Seminole Trail, which terminates at the Orange County Line. Orange County will be tying into this section of the trail which will provide a connection to the downtown Orlando Area. The trail serves both recreational and commuter users. In Seminole County it intersects with SR 426 and Howell Branch Road. Approximately 50,000 cars a day pass through this intersection. The pedestrian overpass will enhance the safety at this intersection. The total cost of the project is \$6.0 million for design, right-of-way and construction. Neither the County nor the State has funds at this time.

B. <u>Cross FI Greenways Trail – Seminole County/Winter Springs - \$2.5</u> <u>Million</u>

Request - \$2.5 million to develop the Cross Florida Greenways Trail in Seminole County/Winter Springs. The Cross Florida Greenways Trail is part of a planned connection to Orange County and a regional trail system connection to the Seminole County trail system and eventually part of the Florida National Scenic Trail System. The section of the trail in which the County is seeking funds is in Winter Springs between Layer Elementary School and Old Sanford/Oviedo Road. The project was approved by the Metro Plan Orlando Board in 2004 as part of the Long Range Plan 2025.

The trail serves work, recreational and school access purposes. It also is a "mission link" for a multi-county trail and; therefore, is significant in terms of need and importance. The total cost of the project is \$2.5 million. The County can contribute \$500,000 to this project.

C. <u>State Road 46 – Regional Evacuation Route (SR 415 to US 1) - \$8</u> <u>Million</u>

Request - \$8.0 million to develop State Road 46 from SR 415 to US Highway 1. The funds sought would cover the project development and environment phase of this project, which expands State Road 46 to 4-lanes from SR 415 to US Highway 1 in Brevard County. Widening State Road 46 would significantly improve travel on a regional basis and provide an upgraded hurricane evacuation route. The total cost of the project is \$120.0 million. The project in Seminole County was approved and adopted by the Metro Plan Orlando Board in 2004 as part of the Long Range Plan 2025.

The County expects the funds to be provided by the Florida Department of Transportation which would be the agency to implement the project since it is a State roadway and serves traffic on a regional basis. As an evacuation route, it directly serves Orange, Seminole, Volusia and Brevard Counties. Indirectly, it would serve as a primary or secondary route for other coastal Counties along the east coast of Florida.

D. <u>Wilson's Landing - \$2.1 Million</u>

Request - \$2.0 Million to assist in modification to Wilson's Landing. The vision is to transform the existing building into a facility capable of hosting citizens for educational, environmental, and passive recreational enjoyment.

Wilson's Landing Park is a 19 acre facility developed in 2004 that includes a small pavilion, overlook pier of the Wekiva River, restrooms, and paved parking. This park is located in the Northwestern corner of the County off SR 46 on Malakean Road.

E. <u>Regional Alternative Water Supply Program - \$2.0 Million</u>

Request - \$2.0 Million to assist in the design of the Yankee Lake Regional Surface Water Facility for augmentation of the reclaimed water system to offset potable ground water demands. The project will serve the Northwest/Northeast Service Areas of the County as well as provide resources to the Seminole, Lake Mary, and Sanford Tri-Party Re-claim System. St. Johns River Water Management District (SJRWMD) has determined, through studies conducted since the mid-1990's that the withdrawals from the Upper Floridian aquifer may result in adverse environmental impact. This project will help us meet the St. Johns River Water Management District regulatory controls along with possible grant funding from SJRWMD up to a maximum \$12.0 million for construction

2008 Legislative Session Issues by Department

County Attorney's Office/County Manager's Office.....Susan Dietrich

Protecting Charter County Home Rule Authority

Seminole County Government has worked diligently to preserve the democratic principles, specifically the notion that the government closest to the people is the proper authority to serve the needs and requirements of the community. Home rule is the right of the people to determine and implement a public purpose at the grassroots level. Home rule power is authorized under F.S. Chapter 125.01 and Article VIII of the Florida Constitution. Preserving this fundamental democratic concept is essential to the operation of county governments.

<u>Recommendation:</u> OPPOSE efforts to diminish or eliminate county home rule authority on items such as impact fees, protection of rural and environmentally sensitive lands, growth management, annexations, etc.

State Cost Shifts of Government Services and Programs

It is considered an unfunded mandate when county governments, by state directive, are required to provide a service, program or benefit without receiving the necessary funding. It is recognized that some state mandates are justified because they achieve agreed upon statewide policy goals. However, many mandates on counties are imposed without the consensus of local governments or the necessary resources for implementation. Mandates drain financial resources from the County, as well as limit our ability to adequately deliver the fundamental services required by law. Mandates also compromise the County's ability to provide discretionary services requested by the local community. <u>Recommendation:</u> OPPOSE any state or federal actions that limit the ability of the Board of County Commissioners to make fiscal and public policy decisions for Seminole County. OPPOSE any shifting of costs for government services and programs from the state to counties, unless state and county elected officials deliberatively evaluate the appropriate funding and delivery of intergovernmental service responsibility. SUPPORT responsible state action to address budget shortfalls and impacts due to new constitutional requirements. Responsible state action does not include reducing funding for local services or shifting more responsibility to provide services at the local level. OPPOSE state efforts to rely on local property taxes to fund state programs; efforts to solve revenue shortfalls or meet new funding requirements at the state level should not result in increased spending or taxing pressure at the local level.

Driver Education Programs

On October 28, 2003, the Board imposed a \$3 assessment on civil traffic penalties to fund driver education programs under the Dori Slosberg Driver Education Safety Act. On October 25, 2005, the Board added Drivers Education Programs to its list of top priorities for Seminole County. On September 12, 2006, the Board approved an ordinance to increase the civil traffic penalty for driver education from \$3 to the new statutory maximum assessment of \$5. The program is still under-funded and limits the number of students that can be served. Seminole County teenage drivers are 7% of our population, with 20% of those drivers being involved in crashes. The County is experiencing a 15% fatality rate among teen drivers. Several County agencies are actively addressing driving safety for young adults. The Board has supported a proposed pilot program with a cost of \$2M in year one \$1.3M in year two; that would serve 240 students per year.

<u>Recommendation:</u> SUPPORT funding for driver education programs for young adults.

Chapter 119 issues (Sunshine Laws)

F.S. Chapter 119 deals with public records, which is defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of the physical form, characteristics, or means of transmission," created or received in connection with government business. All such records are available for inspection unless specifically exempt by the Legislature.

<u>Recommendation:</u> MONITOR potential legislation that deals with F.S. Chapter 119.

Community Information......Matt Chesler

Cable and Television Programming, Video programming over Internetusing cable and Digital Subscriber Line (DSL).

Recently, one of the main areas that has been affected by telecom reform is cable video franchising. Historically, franchise agreements have been established at a local level. Local governments would work with the cable provider to develop an agreement, which would allow them to offer cable services. A major concern is retaining local control of public right of way and protecting the revenue received from cable services.

There are also unknown impacts associated with the growing market for video programming over the internet using cable and DSL.

<u>Recommendation:</u> SUPPORT legislation that overturns the 2007 legislation that diminishes or eliminates local cable franchise authority. MONITOR any potential legislation that deals with video programming over the internet using cable and DSL.

Community Services......David Medley

Affordable Housing

The current increase in home costs within Seminole County has eroded affordable housing stock. Funding made possible by the State and Local Housing Trust Fund (the "Trust Fund") enables many citizens to experience the satisfaction of homeownership. The revenue for the Trust Fund is derived from doc stamps that are paid by citizens of Seminole County and the other 66 counties in the state of Florida. The Trust Fund was created as a result of the Sadowski Act to assist very low income, low income and moderate income Floridians to become homeowners.

<u>Recommendation:</u> SUPPORT retaining the full amount of dedicated documentary tax revenues towards state and local affordable housing programs.

Nursing Home Billing (Certificate of Residency)

In March of 2005, the Agency for Health Care Administration released a report that was researched and compiled by the State Medicaid County Billing Workgroup. This report addressed problems with Medicaid Nursing Home County Billing, also known as Certificate of Residency (COR). To date no action has been taken to implement the recommendations made in that report.

The County is required to pay a portion of the monthly Medicaid Hospital and Nursing Home bill based on the number of CORs indicating Seminole County as primary residence. When the County receives the bill, staff verifies that a COR has been received for each client listed. If not, the client is deleted from the bill and that information is provided to the Office of Health Care Administration. Like Seminole, some counties, have routinely reviewed the bills for accuracy, while other have simply paid the amount billed. There have been discussions for several years regarding elimination of the entire process and billing each county a "pro rata" share of the total state nursing home costs. Suggested methodology's for determining each county's share have included (1) each county's share of total nursing home beds in the state, or (2) use of a two or three year historical average reviewed periodically and updated. The potential liability is the loss of assurance that the County is actually paying for its residents and no defined way of appealing the bill.

<u>Recommendation:</u> MONITOR any proposed changes to determine the impact on Seminole County.

Economic Development......Bill McDermott

Workforce Housing

Seminole County Government has a very successful business recruitment and retention program. However, the rising cost of housing is increasingly a bottom-line concern. Like transportation and education, the availability of affordable workforce housing affects directly the ability to attract and retain an adequate, stable and skilled labor pool at competitive wages. Although the approaches to workforce housing issues are from different perspectives, businesses and housing advocates have many goals in common. Workforce housing should be aimed at helping workers such as teachers, firefighters, nurses, and county employees, who are increasingly being priced out of the housing market.

On a broader level, the issue should not be limited solely based on the need of the workforce for affordable housing, but also how much workforce housing is produced, where it is produced, as well as how to address the challenges of producing it where it is needed.

<u>Recommendation:</u> SUPPORT state funding to advance workforce housing.

Community Redevelopment /Brownfield Redevelopment

Brownfield and voluntary cleanup programs began in the late 1980's in response to the realization that public funding was not sufficient to address the complexities of contaminated site cleanups. Upon completion of the cleanup, the property receives documentation that provides some degree of environmental closure and clarity of any possible future liability obligations. Seminole County is committed to the redevelopment of Hwy 17-92 and redevelopment of lands that can be developed throughout the county.

<u>Recommendation:</u> SUPPORT/MONITOR any state incentives associated with brownfield redevelopment.

Economic Development Innovation Incentive

Seminole County Government's economic prosperity rests on the stability of community leadership and the tools that are made available. State incentives of concern include, but are not limited to, Funding of Enterprise Florida's budget, Transportation Incentive Fund and the Qualified Targeted Incentive Fund. These programs are monitored to ensure that funding levels are adequate and efforts are not being made to rewrite the rules. Any new legislation which would reduce the cost of doing business in the state is closely watched. An example of this from the 2006 session was the elimination of sales tax on new equipment for manufacturers.

<u>Recommendation:</u> OPPOSE/MONITOR any proposed changes that would limit the County's ability to attract and retain jobs to our community.

Environmental Services......Bob Briggs

Water Transfer

OPPOSE legislation that undermines existing Florida water law which states that a county in which water is withdrawn shall not be deprived directly or indirectly of the prior right to reasonable and beneficial use of water which is required to supply the needs of that county's natural systems or any of the inhabitants or property owners therein. SUPPORT continuation of state law on local sources first.

Water Supply Funding

SUPPORT legislation that enhances regional and local financial capacity to address water resource and water supply development. SUPPORT legislation that enhances the flexibility of expenditures from the state, regional, and local funding sources to address water resource and supply development. OPPOSE any legislation to expand the existing limitations on the use of Florida Forever funding for water resource development. SUPPORT the Water Protection and Sustainability Program within the Department of Environmental Protection and continuation of statutory levels of state funding of alternative water supply development

Water Governance

SUPPORT the existing framework of regional water management while working to improve coordination between water management districts and local governments, such as the Consumptive Use Program (CUP) duration and partnership encouragement by the Water Management District (WMD) to our regional facility.

Fiscal Services.....Lisa Spriggs

Property Taxation Reform

The 2007 legislative session included multiple actions regarding property tax reform that have a material impact on the ability of local governments to respond to essential service demands.

Recommendation:

OPPOSE additional legislation that further diminishes the fiscal capacity of the County or that substantially shifts the property tax burden. SUPPORT avoiding solutions that have substantial impacts to the existing tax base in favor of proposals that would impact future growth. OPPOSE revisions that further increase the inequities in taxable valuations for similar properties. OPPOSE expenditure and revenue caps. SUPPORT a holistic approach to property tax reform that looks to modify the tax structure in an effort to rebalance the property tax system for all property owners. MONITOR proposed changes for fiscal impact to the County.

Truth in Millage Process Reform

There are several entities looking at the property tax structure and process. A part of that will be a review of the truth in millage (TRIM) process. Several issues exist regarding the calculation of the rollback rate and the presentation and usability of the TRIM notice.).

The current law does not make sense in that it assumes the cost of serving the existing tax base is never going to increase; when in fact annually the cost of services provided is increased with normal cost escalation. Consideration of an adjustment in price level would allow for more realistic and useful information for communication to the public.

The average tax payer does not understand the current rollback calculation, so confusion exists as to what it really means when there is an increase over the rolled back rate. The current law does not facilitate providing the taxpayer with good information to make an informed decision and puts unreasonable pressure on political officials to make tax cuts that can jeopardize vital public service delivery.

The entire TRIM process needs to be revisited to more accurately reflect the reality of the tax increase. Consideration should be given to whether a rolled back rate is necessary for comparison or whether reflecting the % and \$ increase or decrease from year to year is enough. The reality is that a larger increase may make sense for a jurisdiction that is behind in current funding of service delivery, where a jurisdiction that is more than offsetting cost of service delivery could be adopting the same increase providing unnecessary surplus. The current process makes local government agencies short sited because of the political pressures it places on elected officials when setting the millage rates. Decisions to reduce are often made in spite of the needs for funding vital and necessary service delivery to the tax payer. The process deters local government agencies from long-range financial planning and operating from a business perspective. The process as it stands does not assist the taxpayers.

<u>Recommendation:</u> SUPPORT modification of the rolled back rate calculation to include an adjustment for changes to the price level (i.e. a change in Consumer Price Index or the change in the state and local government price deflator for purchases of goods and services. MONITOR any proposed changes to the TRIM notice process.

Communications Service Tax

The Communications Services Tax Simplification Law was enacted to restructure taxes on telecommunication, cable, direct-to-home satellite and related services that existed prior to October 1, 2001. The Simplification of the CST was a major accomplishment that required extensive cooperation and negotiation on the part of all interested parties. However, each year certain communications providers attempt to gain a competitive advantage by seeking exemptions to the tax. Also, due to changing technology, telephone based communication is likely to diminish and be replaced by newer media. The intent of the original CST simplification was that the taxing mechanism would follow the migrating technology to the new media, and the tax base would be preserved. However, there is increasing pressure from the industry to exclude Voice Over Internet Protocol from the CST, and there has also been discussion of a reduction of CST rates. Actions such as these would diminish the reliability of the CST as an important source of non ad valorem revenue for local governments.

<u>Recommendation:</u> SUPPORT legislation that preserves the application of the CST on the current scope of communication services and at current rates. As technology migrates to new media such as Voice Over Internet Protocol the CST should follow the service so that the tax base grows with the local communities and is not diminished.

Indexing Motor Fuel Rates

Since all local government fuel taxes are established as a fixed amount per gallon, as the cost of providing transportation related services increased due to inflation, the corresponding funding source, fuel taxes, remains flat. While state imposed fuel taxes are indexed to the CPI, local option gas taxes are not indexed. The ability to index local option fuel tax rates to the CPI is needed to generate additional revenues to keep up with the increased costs of providing the services for which the tax was originally levied.

<u>Recommendation:</u> SUPPORT legislation to provide for indexing local option fuel taxes levied per gallon based on changes in the CPI.

Article V / Revision 7

The Florida Legislature as mandated by the voters enacted Article V legislation that was implemented in 2004. The Legislature also enacted glitch bills to address some of the issues and concerns which were raised as a result of the legislation. Several matters remain unresolved, such as concerns regarding allocation methodology used in the distribution of fines and fees, arbitrary requirements that require counties to spend progressively more money each year on court activities regardless of whether those activities will actually cost more money or not, and duplicative reporting requirements that are not consistent with uniform financial reporting requirements of the state. Additionally, counties continue to be responsible to provide for services that are unfunded mandates.

<u>Recommendation:</u> SUPPORT revisions that address issues related to Article V legislation. SUPPORT the elimination of county responsibility for funding subpoena services, auxiliary aids, courier services, and phone services and other line or communication services changes, as communication requirements under F.S. Chapter 29.008. SUPPORT limiting county responsibility for information technology needs of the courts to the infrastructure necessary for the communication of computer terminals. SUPPORT the capping of county funding responsibilities for technology needs to the amount of revenue that is generated with the \$2 recording fee.

Other Fiscal Issues

- OPPOSE any further reduction, redistribution, or cap in growth of state revenues shared with counties.
- OPPOSE any FRS benefit changes that result in an increase in the FRS contribution rates.
- SUPPORT maintaining state general revenue funding for county health departments and OPPOSE any state reductions to the county health department trust funds.

Human Resources.....Lynn Haney

Deferred Compensation

Deferred compensation has been a major priority for the County for several years. The proposed changes needed to allow local government employees to be members of the state deferred compensation plan include removal of the restrictions in statute that limit the deferred compensation plan established by the Chief Financial Officer state employees, and the addition of language authorizing participation in the program by employees of local governmental entities.

<u>Recommendation:</u> SUPPORT advancement of necessary language to allow local governments to participate in the State's Deferred Compensation Program.

Information Technology.....Priscilla Glasgow

Technology Programs

Over the past decade, phenomenal technological advancements have occurred. The challenge has been to determine its impact on service delivery. Technology initiatives, telecommunications services, frequency/spectrum (FCC) and domestic/regional homeland security are all programs that require monitoring.

<u>Recommendation:</u> MONITOR any proposed changes to the technology programs to determine any impacts on county government.

Library & Leisure Services.....Joe Abel

Funding Programs

As the need for services expands, so does the need for state funding. The County supports maintaining or enhancing funding levels for the following programs:

State Aid to Libraries Grant Program – This is an incentive program designed to encourage counties and municipalities to provide library service to their residents and to provide funding to SUPPORT library services. The program is intended to provide funding up to 25 cents on each dollar of local funds expended for library operation and maintenance. In fiscal year 2005/06 the actual grant award was for 5.4 cents on each dollar of local funds expended.

<u>Recommendation:</u> SUPPORT full funding of State Aid to Libraries based on the current statutory formula that provides counties 25 cents for every local dollar spent. MONITOR to ensure programs are fully funded. *Florida Recreation Development Program (FRDAP)* – This program provides assistance for the acquisitions and development of land for outdoor recreation use or to construct recreational trails. Projects the County is specifically interested in seeking State funding for include Wilson's Landing and Jetta Point.

<u>Recommendation:</u> SUPPORT legislative appropriation to allow for greater number of projects to be funded and full funding for FRDAP and the Florida Forever Program. SUPPORT increase in maximum grant award amount.

Cultural Facilities Grant Program - The Florida Department of State, Florida Arts Council offers the Program to provide SUPPORT in funding renovations, construction, or acquisition of cultural facilities. Seminole County has submitted an application for the construction of the Museum of Seminole County History – Education Multi-Purpose Building in the amount of \$500,000. The Division of Cultural Affairs will evaluate the applications and provide funding recommendations during November 2006, for review by the legislature in 2007.

<u>Recommendation:</u> SUPPORT full funding of grant application for the Museum of Seminole County History – Education Multi-Purpose Building.

Additional Items:

- Creation of the Florida Forever Program successor program
- Removal of the CAP imposed by the 2005 Legislature on the Land Acquisition Trust Fund
- Support criminal penalties for the assault and battery of parks and recreation staff and volunteers
- Make affordable the requirements for individuals serving as volunteer coaches to be fingerprinted and background checks
- Take every measure available to protect youth from exposure to sexual offenders and predators by empowering local law enforcement to prohibit known sex offenders and predators from frequenting areas where children naturally congregate.

Planning & Development.....Sheryl Stolzenberg

Growth Management Annexation, Interlocal Service Boundaries and Land Use

Growth Management continues to evolve each year as legislation is being proposed. The county supports a comprehensive planning framework with state oversight, along with regional coordination. However, there must be a realization that many local land use decisions result in minimum to no impact on state interest. Seminole County should retain maximum flexibility to address local concerns and conditions. The state should yield to local decision makers and encourage regional coordination.

<u>Recommendation:</u> MONITOR growth management related legislation and determine the potential impacts on the county.

Comprehensive Plan Amendments

An Evaluation and Appraisal Report (EAR) must be adopted as part of one round of comprehensive plan amendments. The impact of this requirement will now be felt by local governments that will have to hire consultants to complete all of the amendments they might want to pursue, based on their EAR findings.

Recommendation: SUPPORT of a bill to eliminate this costly requirement.

Agricultural Enclaves

HB 1015 passed in 2006 grants the owner of land meeting the definition of an agricultural enclave the right to have a proposed land use amendment transmitted to the State Department of Community Affairs (DCA). This automatically occurs after 180 days of negotiating with the local government to reach a consensus on land uses and intensities of use. Further, this occurs regardless of the local government's opposition to the land use amendment even if the local government determines that the proposed amendment is not compatible with surrounding land uses.

<u>Recommendation:</u> SUPPORT a 'glitch' bill" to change HB 1015 to remove the right to have the proposed land use amendment automatically transmitted to the DCA.

Annexation Issues

There has been no preliminary information to indicate that legislation is under consideration that affects annexation issues, particularly issues involving Interlocal service delivery that may alter or interfere with existing arrangements.

<u>Recommendation:</u> SUPPORT reform of municipal annexation for the dual purposes of supporting acceptable growth management principles and promoting cost-effective and efficient local government service delivery. OPPOSE revisions that lesson county oversight and participation in the annexation process, including weakening the power of charter provisions

to control voluntary annexation methods. MONITOR legislation that is proposed to address annexation and municipal service delivery issues.

Public Safety......Tad Stone

EMS/Fire/Rescue–Operations, Training/Logistics, Planning/Administration, Special Operations, Hazardous Materials, WMD's, Urban Search & Rescue (USAR)

Protecting the health, safety and welfare of the citizenry is of paramount importance to Seminole County Government. Historically, county governments have ensured public safety and security through operating county emergency management by providing fire and rescue services. It is imperative for state policy to maintain county government control of Emergency Management systems during emergencies and threats. It is also important that, as the population continues to grow, the state provide enhanced and/or dedicated funding sources to assist with a number of these services.

<u>Recommendation:</u> MONITOR any proposed changes to ensure local control is not diminished or eliminated or that would limit the County's ability to receive funding or any programmatic changes.

Public Works.....Jerry McCollum

Local Option Rental Car Surcharge

Florida provides for a statewide rental car surcharge of \$2 per day. Revenues from the surcharge are distributed 80% toward statewide transportation efforts, 15.75% toward the state's tourism promotion and marketing efforts, and 4.25% toward the state's international trade efforts.

The County would benefit from the ability to impose a Local Option Rental Car Surcharge of \$2 per day to be utilized for transportation-related improvements. The surcharge would apply to motor vehicles licensed for hire and designed to carry fewer than nine passengers, regardless of whether the motor vehicle is licensed in this state. The surcharge would apply to the first 30 days of each lease or rental and would not apply to a lease or rental of a motor vehicle being used while an owner's vehicle is undergoing maintenance or repair. The surcharge would require voter approval in a countywide referendum

<u>Recommendation:</u> SUPPORT legislation giving counties the authority to implement a Local Option Rental Car Surcharge Tax for transportation related improvements.

Charter County Transit System Surtax

The Charter County Transit System Surtax may be levied at a rate of up to 1 percent by those charter counties that adopted a charter prior to January 1, 1984 (seven counties are eligible), as well as by those county governments that have consolidated with one or more municipalities. The tax levy is subject to voter approval. Generally, the use of the proceeds is for the development, construction, operation, and maintenance of fixed guideway rapid transit systems, bus systems, roads and bridges.

<u>Recommendation:</u> SUPPORT legislation that gives all charter counties the authority to implement the Charter County Transit System Surtax. SUPPORT current statutory authority giving counties the discretion to distribute these revenues to municipalities pursuant to an interlocal agreement under F.S. Chapter 163.

Tourism Development.....Chris Fletcher

Special Use of Tourist Development Tax Funds

Seminole County Government Tourist Development Council was formed in 1988 as part of the legislation establishing the Tourist Development Tax (TDT). The County's mission is to promote activities that will bring a significant number of new or repeat visitors and create a positive economic impact. The TDT, also known as "Bed Tax" or "Resort Tax", is a 2% tax on rentals or transient lodging of (6) months or less. There has been discussion within the industry to look at special uses with TDT funds dealing with the following issues:

- 1. Beach Renovation and Erosion
- 2. Disaster Re-Building
- 3. Infrastructure Roads around tourism entities, i.e., convention centers
- 4. Building, Operating and Maintenance of Facilities currently not covered by the Statue
- 5. Lobbying against oil and gas rigs on the Coast
- 6. Raising incentives given to Film Producers

<u>Recommendation:</u> MONITOR any proposed changes to the use of TDT funds.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Bright Horizons Daycare Small Scale Land Use Amendment and Rezone

DEPARTMENT: <u>Planning and Development</u> **DIVISION:** <u>Planning</u>

AUTHORIZED BY: Dori DeBord CONTACT: Austin Watkins EXT: 7440

MOTION/RECOMMENDATION:

1. APPROVE an ordinance for a Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.61 ± acres located at the southeast corner of the intersection of Banana Lake Road and CR 46A, and approve the attached Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Bright Horizons Daycare / Robert Rossi, applicant); or

2. DENY the requested Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development), and authorize the Chairman to execute the Denial Development Order, for 1.61 ± acres located at the southeast corner of the intersection of Banana Lake Road and CR 46A (Bright Horizons Daycare / Robert Rossi, applicant); or

3. CONTINUE the public hearing until a time and date certain.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

Bright Horizons Family Solutions is requesting a Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development). The applicant is proposing to construct a daycare facility consisting of a maximum allowable building square footage of 15,000 square feet or 0.22 FAR.

The subject property contains the Paola Historical Cemetery, which encompasses vaults and headstones. The cemetery was a part of a Presbyterian Church that burned down in the late 1800s. There is a portion of the cemetery that is fenced, which the applicant proposes to maintain the current boundaries of; however, the applicant may opt to relocate human remains or associated items to another location in accordance with all State Statutes, if permitted by the Florida Department of State, Historical Resources Division.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on July 11, 2007 and voted 7-0 to recommend APPROVAL of the request for a Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.61 ± acres located at the southeast corner of the intersection of Banana Lake Road and CR 46A and approval of the attached Preliminary Master Plan and Development Order, based on staff findings and with the recommendation that the daycare be

the only permitted use and the results of the ground penetrating radar be submitted to the County.

At this time Staff has not received any additional archaeological survey information from the applicant.

STAFF RECOMMENDATION:

Staff recommends the Board APPROVE an ordinance for a Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.61 ± acres located at the southeast corner of the intersection of Banana Lake Road and CR 46A, and recommends approval of the attached Preliminary Master Plan and Development Order, based on staf findings.

ATTACHMENTS:

- 1. Staff Analysis
- 2. Location Map
- 3. Zoning and Future Land Use Map
- 4. Aerial Map
- 5. Preliminary Master Plan
- 6. Approval Development Order
- 7. Rezone Ordinance
- 8. SSLUA Ordinance
- 9. Denial Development Order
- 10. Applicant's SSLUA Justification Statement
- 11. Archaeological Information
- 12. July 11, 2007 P&Z Minutes
- 13. Citizen's Letter of Concern

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Bright Horizons Daycare SSLUA and Rezone SSLUA from PUB and SE to OFF and Rezone from A-1 to PUD

| SSECA II OII II OD and SE to OII and Rezone II OII A-1 to 1 OD | | | | |
|--|---|--|--|--|
| APPLICANT | Robert Rossi, Bright Horizons Daycare | | | |
| PROPERTY OWNER | Dana and James Froehlich | | | |
| REQUEST | Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and a Rezone from A-1 (Agriculture) to PUD (Planned Unit Development) | | | |
| PROPERTY SIZE | 1.61 ± acres | | | |
| HEARING DATE (S) | P&Z: July 11, 2007 BCC: October 9, 2007 | | | |
| PARCEL ID | 06-20-30-300-0080-0000 | | | |
| LOCATION | Southeast corner of the intersection of Banana Lake Road and CR 46A. | | | |
| FUTURE LAND USE | PUB (Public) and SE (Suburban Estates) | | | |
| ZONING | A-1 (Agriculture) | | | |
| FILE NUMBER | Z2007-33 | | | |
| COMMISSION DISTRICT | #5 – Carey | | | |

PROPOSED DEVELOPMENT:

The applicant is proposing a daycare facility with a maximum building square footage of 15,000 square feet. The Paola Historical Cemetery is located on the subject property and an existing fenced in area is located on the southeast quadrant of the property, which encompasses vaults and headstones. Currently, the applicant is proposing to maintain the fenced in area as a historical site.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed Future Land Use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in between two large Planned Unit Developments, Heathrow PUD (west) and Colonial Center Heathrow (east). The subject property is an infill parcel. Once developed, the south 46A corridor will be fully built-out from Interstate 4 to the Heathrow PUD. North of the subject property is the Grande Oaks PUD, which consists of 314 townhomes. The Heathrow PUD consists of single-family, patio homes, multi-family, office and commercial uses, while the Colonial Center Heathrow PUD has office, retail and multi-family as allowable uses.

Staff finds that the character of the area has changed enough to warrant a more intensive use of Office on the subject property.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering. However, there appears to be no wetlands or flood prone areas on the subject property

The subject property is not located within any special or restrictive district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is an infill parcel. West of the subject property is the Heathrow PUD, which is a multi-use PUD consisting primarily of single-family residences. East of the subject property is the Colonial Center Heathrow PUD which is a multi-use PUD consisting of office and multi-family in the adjacent tract. However, south of the subject property is an existing single-family home with Suburban Estates FLU.

Staff finds that the proposed Preliminary Master Plan demonstrates a compatible transition between the existing land uses by providing stormwater retention on the southern portion of the property with a 10' landscape buffer consisting of 8 canopy trees every 100' and a 6' masonry wall. Additionally, on the southeast corner of the subject property is an existing cemetery. The boundaries of the fenced in section of the Paola Cemetery will not change and will provide for an additional buffer between residential and non-residential uses.

- F. Whether the proposed use furthers the public interest by providing:
 - 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site
 - 2. Dedications or contributions in excess of Land Development Code requirements
 - 3. Affordable housing
 - 4. Economic development
 - 5. Reduction in transportation impacts on area-wide roads
 - 6. Mass transit

Staff Evaluation

The subject property is infill and in an urban area with adequate public facilities. Therefore, the applicant is not proposing any additional facility improvements. The applicant is proposing buffering standards that are in excess of the Seminole County Land Development Code requirements. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is an infill parcel, with the Heathrow PUD to the west and Colonial

Center Heathrow PUD to the east. The Heathrow and Colonial Center Heathrow PUDs have the PD (Planned Development) Future Land Use Designation. The approved uses of single-family, multi-family and office in the Heathrow and Colonial Center Heathrow PUDs is a compatible transitional land use adjacent to the proposed daycare, per *Exhibit FLU: Appropriate Transitional Lands Uses*.

Exhibit FLU: Appropriate Transitional Land Uses states that Suburban Estates and Office are not appropriate transitional land uses adjacent to each other. However, Staff finds that the proposed Development Order mitigates the impacts of the proposed development allowing for it to be considered an appropriate transitional land use.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following tables depict the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PUD (Planned Unit Development):

| DISTRICT REGULATIONS | Existing Zoning (A-1) |
|--------------------------------|-----------------------|
| Minimum Lot Size | 1-acre |
| Minimum House Size | N/A |
| Minimum Width at Building Line | 150 feet |
| Front Yard Setback | 50 feet |
| Side Yard Setback | 10 feet |
| (Street) Side Yard Setback | 50 feet |
| Rear Yard Setback | 30 feet |
| Maximum Building Height | 35 feet |

| DISTRICT REGULATIONS | Proposed Zoning (PUD) |
|--------------------------------------|-----------------------|
| Minimum Lot Size | N/A |
| Minimum House Size | N/A |
| Minimum Width at Building Line | N/A |
| North Setback from property boundary | 25 feet |
| South Setback from property boundary | 10 feet |
| East Setback from property boundary | 10 feet |
| West Setback from property boundary | 10 feet |
| Maximum Building Height | 35 feet |

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

| Uses A-1 (existing) | | PUD (proposed) | | |
|------------------------------|--|---|--|--|
| Permitted Uses | Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling including one (1) guesthouse or cottage, docks and boathouses, churches, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents. | Daycare with a maximum allowable building square footage of 15,000 square feet. | | |
| Special Exception Uses | Cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments. | None | | |
| Minimum Lot Size | 1-Acre | N/A | | |

COMPATIBILITY WITH SURROUNDING PROPERTIES

Staff has reviewed the proposed Small Scale Land Use Amendment and has determined that it is compatible with surrounding properties because the subject property is infill development and consistent with the surrounding development patterns. The property is located between the Heathrow PUD (West) and the Colonial Center Heathrow PUD (East). North of the property is the Grande Oaks PUD which is approved for townhomes. East of the subject property is an existing lake and Tract P of Colonial Center Heathrow, which has Office and Multi-family as allowable uses. West of the property is an existing lake and the Heathrow PUD, which consists of single-family and patio homes. An existing single-family home is south of the property and the applicant is proposing to buffer the proposed use from the existing single-family residence.

The applicant is proposing a 10' landscaped buffer for the southern property boundary, including a pedestrian access easement to Banana Lake Road to allow for access to the Paola Cemetery, per Florida Statute Section 704.08. The southern landscaped buffer is 10' in width and will include a 6' masonry wall and 8 canopy trees per 100'.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0040E, with an effective date of 1995, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there appear to be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

| Public Facility | Existing Future Land Use (PUB) (SE) | Proposed Land Use (OFF) Calculated as a daycare | Net Impact |
|-----------------|--|--|---------------|
| Water (GPD) | 0 | 4,000 | +4,000 |
| Sewer (GPD) | 0 | 4,000 | +4,000 |
| Traffic (ADT) | 0 | 896 | +896 |

Utilities:

The site is located in the Northwest Seminole County utility service area, and will be required to connect to public utilities. There is a 16-inch water main on the east side of Banana Lake Rd. and a 16-inch force main on the east side of Banana Lake Rd. There is a 10-inch reclaimed water main on the north side of C.R. 46A. The subject property will be required to connect to reclaimed water.

Transportation / Traffic:

The property proposes access onto Banana Lake Road, which is classified as a local road. Banana Lake Road is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #37, which is located at 911 Wallace Court. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Yankee Lake Drainage Basin, and does not have a positive legal outfall. The site will have to be designed to hold 100-year, 24-hour total retention.

Buffers and Sidewalks:

The following buffering standards contained in the attached Development Order will apply:

- a. North: 10' buffer containing 4 canopy and 4 understory trees every 100' and a 3' continuous hedge
- b. South: 10' landscaped buffer containing 8 canopy trees per 100' and a 6' brick or masonry wall to the west edge of the fenced in grave yard then a 5' landscaped buffer with 4 canopy and 4 understory trees every 100' for the duration of fenced in graved yard and then a 10' landscaped buffer east of the fenced in grave yard with 4 canopy and 4 understory trees every 100'.
- c. East: 10' buffer containing 4 canopy and 4 understory trees every 100'
- d. West: 10' buffer containing 4 canopy trees and 4 understory trees every 100' and a 6' brick or masonry wall.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay Districts.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

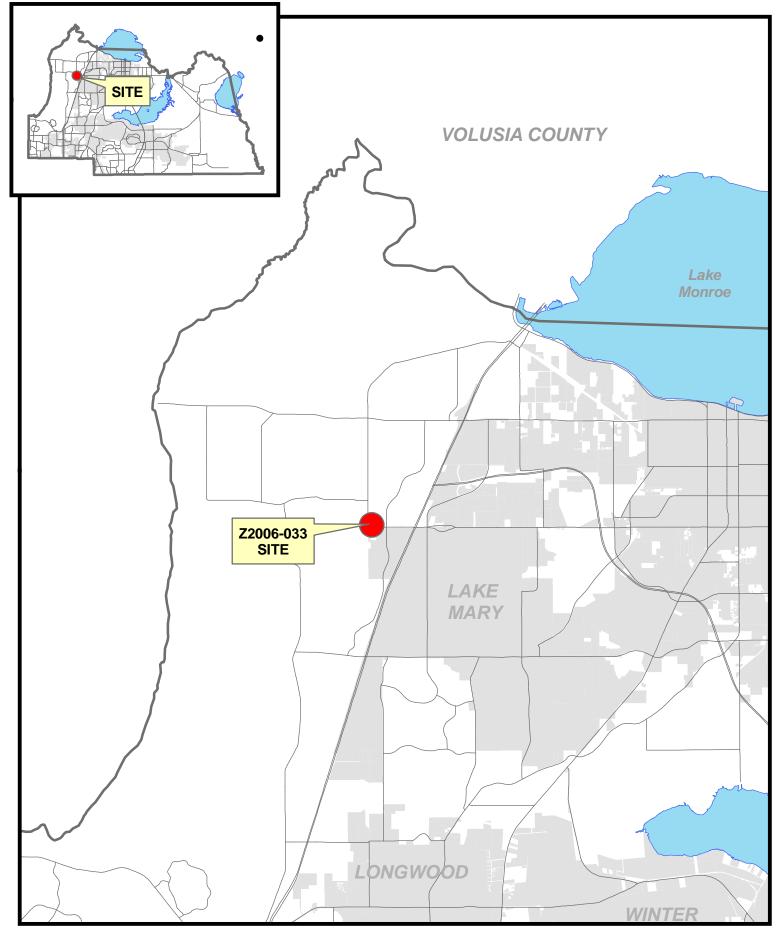
Policy FLU 1.9: Historic and Archaeological Resources and National Park Services Policy FLU 2.3: Roadway Compatibility Policy FLU 2.11: Determination of Compatibility in the Planned Unit Development Zoning Classification 2.12 On-Site Traffic Flow Policy FLU Policy FLU 4.2 Infill Development Policy POT 4.5: Potable Water Connection Policy SAN 4.4: Sanitary Sewer Connection Public Safety Level-of-Service Policy PUB 2.1:

INTERGOVERNMENTAL NOTIFICATION:

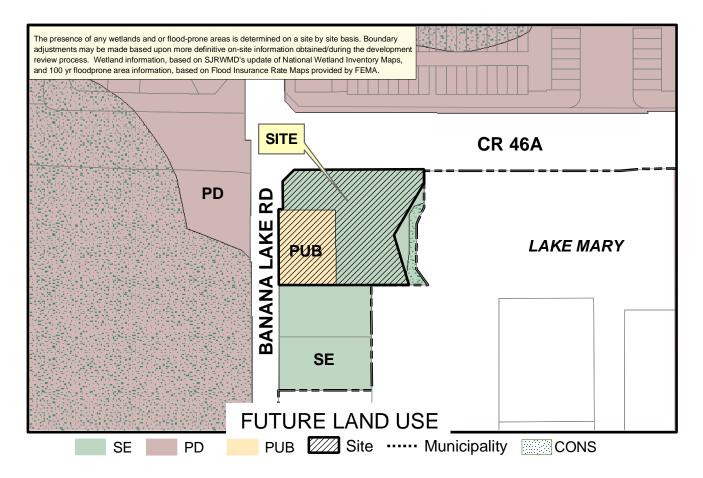
An Intergovernmental notice was sent to the City of Lake Mary on June 22, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

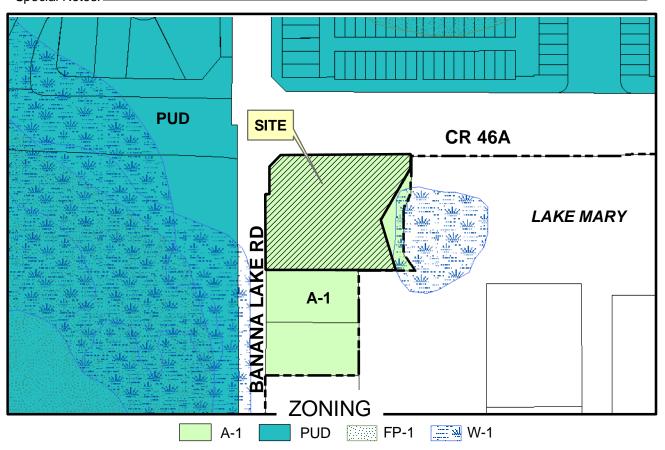
A letter of concern was received on July 14, 2007, which is attached.



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-033 sitemap.mxd 06/19/07



| Applicant:Brigh Physical STR:06-2 | nt Horizons Daycare | | [| | Amend/ Rezone# | From | То | |
|--------------------------------------|---------------------|---|---|--------|-------------------|--------|-----|---|
| Gross Acres: <u>1.61</u> | | 5 | | FLU | 08-07SS.01 | PUB/SE | OFF | • |
| Existing Use: vaca | nt | | | Zoning | Z2007-033 | A-1 | PUD | |
| Special Notes | | | | | | | | • |

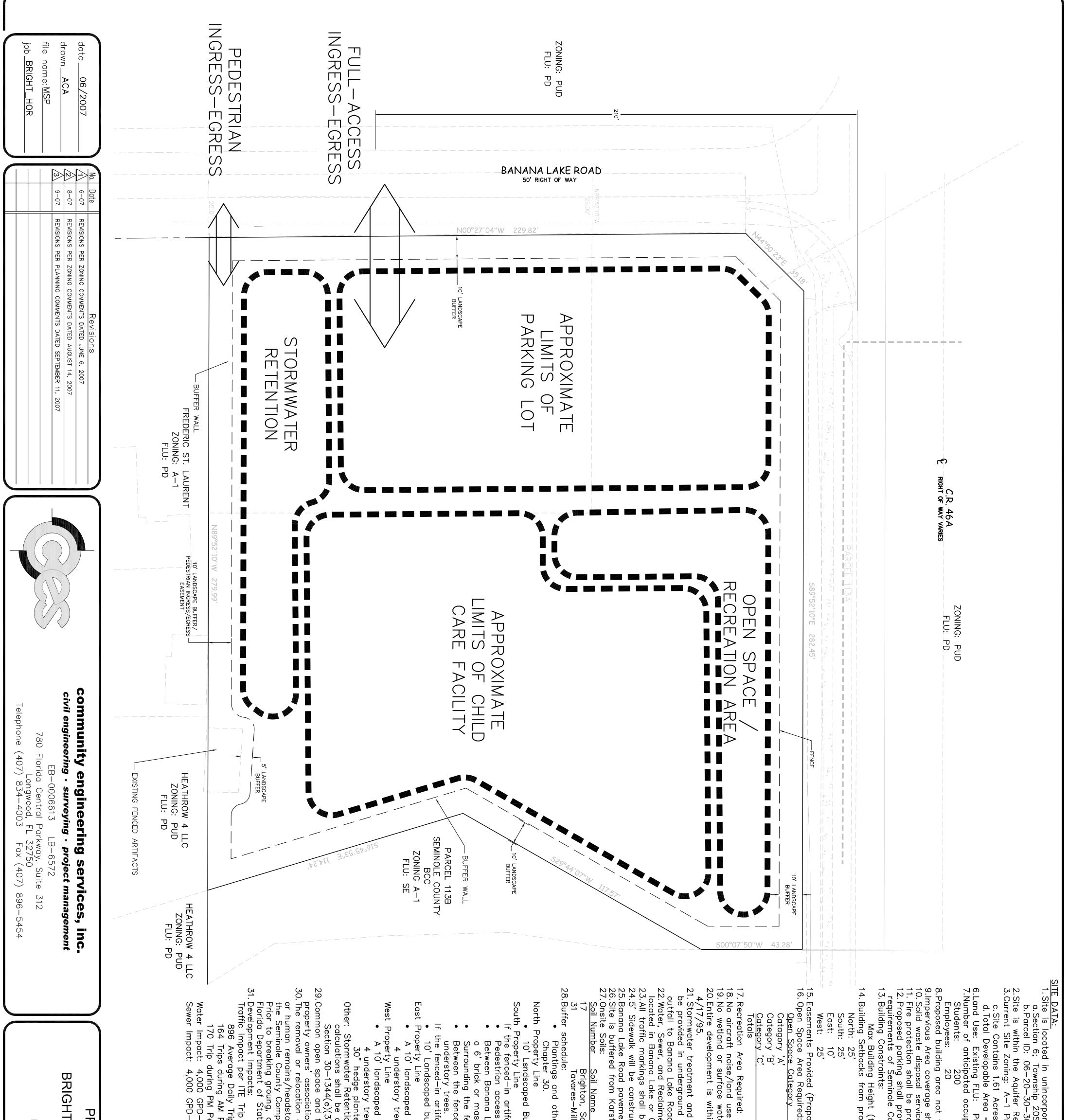


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filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-033 adaer 06/19/07





| Г Г | FOR RIGHT HORIZONS FAMILY SOLUTIONS 200 TALCOTT AVENUE, SOUTH |
|--|---|
| scale: <u>1"=20'</u> СШГГТ | ELIMINARY MASTER PLAN of HORIZON CHILD CARE FACILITY |
| VICINITY MAP 1" = 1/2 MILE | |
| IN TERSTA RINEHART RD | Hour of Genera @ 20 GPD/stu @ 20 GPD/stu |
| SITE C.R. 46A | s shall be completed pursuar hensive Plan and all State St proval must be received from Division of Historical Resourc eneration Manual, 7th edition. (page 1044) |
| S. ORANGE BLVD. | taining 4 canopy and and a continuous behind the trees. Included in the Open Spa per Seminole County LD per Semintained by a II be maintained by a |
| r masonry wall. S.R. 46 | fer containing fer containing per 100'. |
| within pedestrian access easement. buffer containing 8 canopy trees per 100' and anopy and 4 understory trees per 100'. ed easement containing 4 canopy and 4 | s remain: tween Banana Lake Road and existing fenced artifacts Road and the fenced—in artifacts, a 10' landscaped y wall. ed in artifacts, a 5' landscaped buffer containing 4 cc n artifacts and the east property line, a 10' landscap n artifacts and the east property line, a 10' landscap |
| ; shall be consistent with Seminole County LDC, 100' and a 3' hedge. | Samsula, and Sanibel mucks Millhopperfine sands, 0 to 5 percent slopes A ther screening and amenity items located within the buffers Buffer containing 4 canopy and 4 under-story trees every |
| m the karst area will be provid | e with Seminore county and tool to property abutting Banana Lake f lened to 24' along property. el 113B to the east. No additional HSG |
| | reas outside 500-year floodplain) as shown will be in accordance to SJRWMD and Semin item. Stormwater drainage patterns will be r r Parcel 113B. provided by Seminole County. Site will conne t-of-ways. Any portion of the site used by t-of-ways. Any portion of the site used by |
| SCALE: 1 = 20 | 0.00 ac. 0.00 ac. ('B'+'C' < 50% c 0.00 ac. 0.00 ac. (25% of required 0.40 ac. 0.40 ac > Area Required N/A control zone is located on site. |
| | n. elopable area = 0.25 * 1 led Area Allowed 0.40 ac. (100% of re |
| NETIC | (ft.) 35 / 2 Story operty lines |
| of children in accordance with the | t to exceed 15,000 sf. shall not exceed 65% (Sec. 30–1027 LDC). rices will be provided by Seminole County. provided in accordance with Seminole County LDC. rovide adequate off-street space for loading and unloading County. |
| osed Use: Daycare | arge 0 bosed Z 70,198 1.61 ac. ic / Su nts: |
| | oorated Seminole County, Florida. OS; Range 30E -300—0080—00000. |

Z2007-26

DEVELOPMENT ORDER #07-20500002

SEMINOLE COUNTY DEVELOPMENT ORDER

On October 9, 2007, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s): Dana and James Froehlich

Project Name: Bright Horizons PUD

Requested Development Approval: Rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

> Prepared by: Austin Watkins 1101 East First Street Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in

effect in Seminole County at the time of issuance of permits including all impact fee

ordinances.

(3) The conditions upon this development approval and the commitments made

as to this development approval, all of which have been accepted by and agreed to by

the owner of the property are as follows:

- A. The project shall have a maximum allowable building square footage of 15,000 square feet.
- B. Daycare shall be the only permitted use.
- C. All activities shall occur in accordance with Florida Statutes for the removal or relocation of human remains or associated items.
- D. The applicant must complete a cultural resource assessment survey and groundpenetrating radar to determine if human remains are present within this property consistent with the Florida Department of State, Division of Historical Resources. The applicant must provide a copy of the cultural resource assessment survey and ground-penetrating radar to the Seminole County Planning Division, once the studies are complete.
- E. If human remains are found on-site and they are not completely relocated a pedestrian ingress and egress easement shall be provided to the location of the human remains.
- F. The applicant shall provide one parking space for every full-time employee and at least one parking space for every 20 children.
- G. Lighting shall not exceed 16' in height and shall be in the shoe-box cut-off style with no more than 0.25 footcandles of spillage on adjacent properties.
- H. The setbacks shall be as follows:

North: 25' South: 25' East: 10' West: 25'

I. The buffers shall be as follows:

<u>North</u>: 10' landscaped buffer with 4 canopy and 4 under-story trees every 100' and a 3' hedge.

<u>South</u>: 10' landscaped buffer containing 8 canopy trees per 100' and a 6' brick or masonry wall to the west edge of the fenced in grave yard then a 5' landscaped buffer with 4 canopy and 4 understory trees every 100' for the duration of fenced

in graved yard and then a 10' landscaped buffer east of the fenced in grave yard with 4 canopy and 4 understory trees every 100'.

East: 10' landscaped buffer with 4 canopy and 4 understory trees every 100'.

<u>West</u>: 10' landscaped buffer with 4 canopy and 4 understory trees every 100', 6' brick or masonry wall.

- J. Parking areas shall comply with the Lake Mary Boulevard Gateway Corridor Overlay District standards.
- K. All mechanical equipment, ground or roof-mounted, shall be screened from offsite view.
- L. Development shall comply with the Preliminary Master Plan attached as Exhibit "B".
- M. 25% usable open space shall be provided.
- N. The maximum allowable building height is 35'.
- O. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.
 - (4) This Development Order touches and concerns the aforedescribed

property and the conditions, commitments and provisions of this Development Order

shall perpetually burden, run with and follow the said property and be a servitude upon

and binding upon said property unless released in whole or part by action of Seminole

County by virtue of a document of equal dignity herewith. The owner of the said

property has expressly covenanted and agreed to this provision and all other terms and

provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any

portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:__

Carlton D. Henley, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Dana Froehlich, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Commitment Agreement.

WITNESSES:

OWNER:

Print Name:_____

Dana Froehlich

Print Name:_____

Dana Froehlich

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by ______, as _____, who is personally known to me or who has produced ______ as identification.

Notary Public

(Name of Notary, typed, printed or stamped) My Commission Expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, James Froehlich, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Commitment Agreement.

WITNESSES:

OWNER:

Print Name:_____

Print Name:_____

James Froehlich

James Froehlich

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by ______, as_____, who is personally known to me or who has

produced______as identification.

Notary Public

(Name of Notary, typed, printed or stamped) My Commission Expires: My Commission Expires:

EXHIBIT "A"

Legal Description

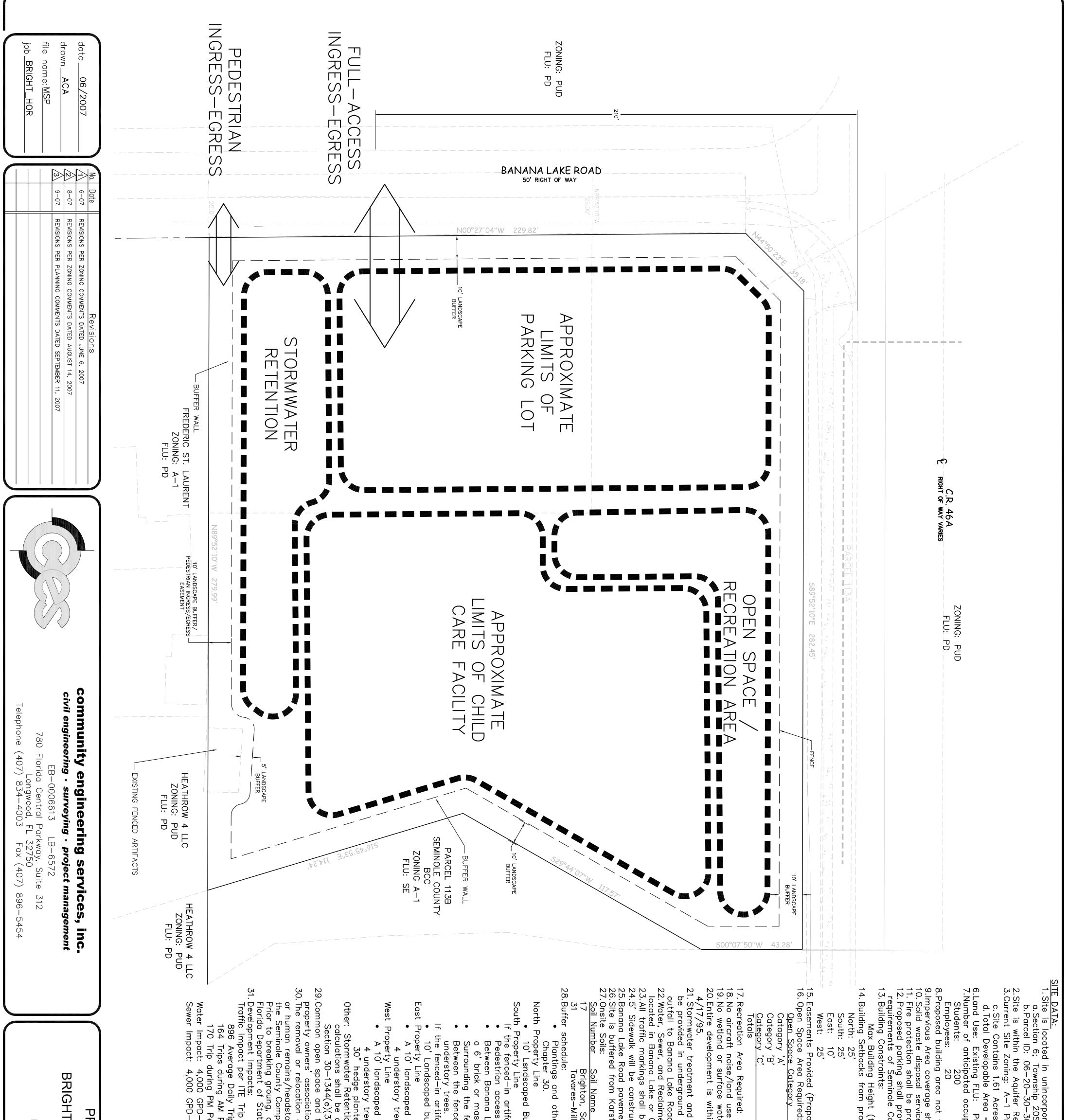
COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE S89°52'10"E, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE S00°07'50"W, A DISTANCE OF 103.28 FEET TO THE POINT OF BEGINNING; THENCE RUN S29°44'07"W, A DISTANCE OF 117.57 FEET; THENCE S16°45'53"E, A DISTANCE OF 114.24 FEET; THENCE N89°52'10"W, A DISTANCE OF 279.99 FEET TO THE EAST RIGHT OF WAY LINE OF BANANA LAKE ROAD; THENCE N00°27'04"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 229.82 FEET; THENCE N44°50'23" E, A DISTANCE OF 35.18 FEET TO A POINT OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46A; THENCE S89°52'10"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 282.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S00°07'50"W, A DISTANCE OF 43.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.61 ACRES (70,198 SQ. FT.), MORE OR LESS.

EXHIBIT "B"

Preliminary Master Plan





| | OR FAMILY SOLUTIONS AVENUE, SOUTH | BRIGHT HORIZONS |
|--|--|--|
| scale: <u>1"=20'</u> SHEET | MASTER PLAN F HILD CARE FACILITY | PRELIMINARY |
| " = 1 | | |
| IN TERSTA RINEHART RD | u u u u | Peak Hour of Gene)—ADF @ 20 GPD/s)—ADF @ 20 GPD/s |
| SITE C.R. 46A | ted pursuant t all State Statu eived from the cal Resources. 7th edition.: | hensive Plan and broval must be proval must be Division of Histo eneration Manua (page 1044) |
| S. ORANGE BLVD. | | containing 100' and a 0/C behinc s included red per Ser will be ma |
| masonry wall. S.R. 46 | canopy trees per 100' and a 6' brick or 4 canopy and | ffer containing 8 buffer containing s per 100'. |
| within pedestrian access easement. uffer containing 8 canopy trees per 100' and opy and 4 understory trees per 100'. I easement containing 4 canopy and 4 | Lake Road and existing fenced artifacts fenced—in artifacts, a 10' landscaped b a 5' landscaped buffer containing 4 car the east property line, a 10' landscape | tifacts remain: ss between Banana I i Lake Road and the asonry wall. fenced in artifacts, nced in artifacts and s. tifacts are removed: |
| shall be consistent with Seminole County LDC, 00' and a 3' hedge. | el mucks B/D 0 to 5 percent slopes A amenity items located within the buffers canopy and 4 under-story trees every 1 | nib 1d ds, |
| udents may be irrigated with potable v pecifications m the karst area will be provided onsit | s. Any portion of the site used by Seminole County and FDOT roadway erty abutting Banana Lake Road R/ 24' along property. to the east. No additional buffer fi HSC | R. 46A right-of in accordance ed adjacent to shall be widen Area by Parcel |
| FEMA FIRM Panel 12117C 0040E, effec County standards. Stormwater retenti ntained through the use of a stormwc to Water, Sewer, and Reclaimed Wate | cated on site. pposed with this project. outside 500-year floodplain) as shown o e in accordance to SJRWMD and Semino Stormwater drainage patterns will be mo cel 113B. ded by Seminole County. Site will connec | zone is ts are p (areas (areas (areas (areas) (areas)) (areas) (areas)) (areas))) (areas))) (areas))) (areas))) (areas))) (areas))) (areas))) (areas))) (areas))))))))))))))))))))))))))))))))))) |
| SCALE: 1"= 20' | Area Allowe 0.40 ac. (0.00 ac. (0.00 ac. (0.40 ac > | Area Provideo 0.40 ac. 0.00 ac. 0.40 ac. 0.40 ac. N/A |
| - 20 - 0 MAGNETIC | 0 | erty lines ed): As shown. 25% of develo |
| of children in accordance with the | sf. 5% (Sec. 30–1027 LDC). 1 by Seminole County. 1 ce with Seminole County LDC. -street space for loading and unloading -street space for loading and unloading | xceed 15,000 not exceed 65 rill be provided ad in accordan adequate off- y. |
| sed Use: Daycare | states | 30E -0000. verlay Di oning: sq. ft.), – 0.00 Jburban |
| | unty, Florida. | ed Serr |

SEMINOLE COUNTY, FLORIDA Z2007-33

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING **CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED** IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE (PLANNED UNIT DEVELOPMENT) PUD ZONING CLASSIFICATION: PROVIDING FOR LEGISLATIVE FINDINGS: PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this

Ordinance as legislative findings the contents of the documents titled "Bright Horizons

Daycare Small Scale Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to

by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following

described property is changed from A-1 (Agriculture) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

SEMINOLE COUNTY, FLORIDA

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department and recording of Development Order #07-22000006.

ENACTED this 9th day of October 2007.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:__

Carlton D. Henley Chairman

EXHIBIT "A" LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE S89°52'10"E, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE S00°07'50"W, A DISTANCE OF 103.28 FEET TO THE POINT OF BEGINNING; THENCE RUN S29°44'07"W, A DISTANCE OF 117.57 FEET; THENCE S16°45'53"E, A DISTANCE OF 114.24 FEET; THENCE N89°52'10"W, A DISTANCE OF 279.99 FEET TO THE EAST RIGHT OF WAY LINE OF BANANA LAKE ROAD; THENCE N00°27'04"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 229.82 FEET; THENCE N44°50'23" E, A DISTANCE OF 35.18 FEET TO A POINT OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46A; THENCE S89°52'10"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 282.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S00°07'50"W, A DISTANCE OF 43.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.61 ACRES (70,198 SQ. FT.), MORE OR LESS.

SEMINOLE COUNTY, FLORIDA Z2007-33

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 91-13, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM PUBLIC AND SUBURBAN ESTATES TO OFFICE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, July 11, 2007 for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on October 9, 2007, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other

public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is internally consistent, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

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

Section 1. <u>RECITALS/LEGISLATIVE FINDINGS:</u>

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.
- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. <u>AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE</u> DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

Amendment Appendix "A"

(b) The associated rezoning request was completed by means of Ordinance Number 07-

SEMINOLE COUNTY, FLORIDA Z2007-33

(c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. <u>SEVERABILITY:</u>

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however,

SEMINOLE COUNTY, FLORIDA Z2007-33

that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 9th day of October 2007.

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

By:__

Carlton D. Henley, Chairman

APPENDIX A Legal Description

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE S89°52'10"E, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE S00°07'50"W, A DISTANCE OF 103.28 FEET TO THE POINT OF BEGINNING; THENCE RUN S29°44'07"W, A DISTANCE OF 117.57 FEET; THENCE S16°45'53"E, A DISTANCE OF 114.24 FEET; THENCE N89°52'10"W, A DISTANCE OF 279.99 FEET TO THE EAST RIGHT OF WAY LINE OF BANANA LAKE ROAD; THENCE N00°27'04"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 229.82 FEET; THENCE N44°50'23" E, A DISTANCE OF 35.18 FEET TO A POINT OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46A; THENCE S89°52'10"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 282.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S00°07'50"W, A DISTANCE OF 43.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.61 ACRES (70,198 SQ. FT.), MORE OR LESS.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On October 9, 2007, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Dana and James Froehlich

Project Name: Bright Horizons PUD

Requested Development Approval: The applicant is requesting to rezone 1.61 <u>+</u> acres, located at the southeast corner of the intersection of Banana Lake Road and CR 46A, from A-1 (Agriculture) to PUD (Planned Unit Development).

The Board of County Commissioners has determined that the requested rezone to PUD is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Bright Horizons Daycare Small Scale Land Use Amendment and Rezone" and all evidence submitted at the public hearing on August 14, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PUD rezone should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT: The aforementioned application for development approval is DENIED. Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _

Carlton D. Henley, Chairman

EXHIBIT "A"

Legal Description

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE S89°52'10"E, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE S00°07'50"W, A DISTANCE OF 103.28 FEET TO THE POINT OF BEGINNING; THENCE RUN S29°44'07"W, A DISTANCE OF 117.57 FEET; THENCE S16°45'53"E, A DISTANCE OF 114.24 FEET; THENCE N89°52'10"W, A DISTANCE OF 279.99 FEET TO THE EAST RIGHT OF WAY LINE OF BANANA LAKE ROAD; THENCE N00°27'04"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 229.82 FEET; THENCE N44°50'23" E, A DISTANCE OF 35.18 FEET TO A POINT OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46A; THENCE S89°52'10"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 282.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN S00°07'50"W, A DISTANCE OF 43.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.61 ACRES (70,198 SQ. FT.), MORE OR LESS.

SMALL SCALE FUTURE LAND USE AMENDMENT AND REZONING ARELICATION -SUPPLEMENTAL INFORMATION

A Bright Horizons Child Care Facility Theast Corner of Banana Lake Road and County Road 46A 11 D: 06-20-30-300-0080-0000 Mary, Seminole County, Florida

> ASC Project No. 07L1502 ASC Document No. 070215L 7 (UNE 2007

Applicant: Mr. Robert Rossi, P.E. Director of Construction Bright Horizons Family Solutions 200 Talcott Avenue, South Watertown, Massachusetts 02472 phone: 617.673.8036

> Prepared By: Mr. Jay Saxena, P.E. ASC geosciences, inc. P.O. Box 3644 Lakeland, Florida 33802 phone: 863.644.8300



Subritted fo Mr. Austra Walkins Seminale Courty Planning and Development Oknamment 1101 Fast Fins Snear, Sole 2201 Senierd, Florida 32771 phanes: 407 485 7440

ENGINEERING A BETTER WORLD



SUPPLEMENTAL INFORMATION

Mr. Austin Watkins Seminole County Planning & Development Department 1101 East First Street, Suite 2201 Sanford, Florida 32771 7 June 2007

Subject: Small Scale Future Land Use Amendment and Rezoning Application **Proposed Bright Horizons Child Care Facility** Southeast Corner of Banana Lake Road and County Road 46A Parcel I.D. 06-20-30-300-0080-0000 Lake Mary, Seminole County, Florida

> ASC Project No. 07L1502 ASC Document No. 070215L

Dear Mr. Watkins:

ASC geosciences, inc. is pleased to submit the enclosed Supplemental Information to the previously submitted Small Scale Future Land Use Amendment and Rezoning Application (ASC Document 070165L dated 24 May 2007) on behalf of Bright Horizons Family Solutions for the subject property referenced above.

Please contact us should you have any questions regarding this application or require additional information. Thank you.

Sincerely,

ASC geosciences, inc.

Jay Saxena, P.E. Project Manager

physical address:

ASC geosciences, inc. 6702 Benjamin Road, Suite 100 ampa, Florida 33634 contacts:
 phone: 813.908.0630
 fax: 813.908.0640

www.ascworld.net

Mr. Austin Watkins Seminole County Planning & Development Department SUPPLEMENTAL INFORMATION Small Scale Future Land Use Amendment and Rezoning Application Proposed Bright Horizons Child Care Facility Southeast Corner of Banana Lake Road and County Road 46A Parcel I.D. 06-20-30-300-0080-0000 Lake Mary, Seminole County, Florida ASC Project No. 07L1502 ASC Document No. 070215L ASC geosciences, inc.

On 24 May 2007, ASC geosciences, inc. submitted a Small Scale Future Land Use Amendment and Rezoning Application (ASC Document No. 070165L) on behalf of Bright Horizons Family Solutions for the subject property reference above. Please find with this package Supplemental Information addressing the Future Land Use (FLU) Element Goals, Objectives and Policies.

Bright Horizons Family Solutions is requesting to amend the future land use of the subject property from Suburban Estates and Public Grave Site to Office. This land use amendment is consistent to the changing character along County Road 46A.

The Office designation will provide a low intensity land usage and the well landscaped character of the property (see site plan in **ASC Document No. 070165L Appendix B**) will blend with the nearby residential areas north and west of the subject property. The surrounding community will appreciate the proximity of this proposed child care facility to serve families needs.

The proposed use of the subject property as a child care facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow so too must the facilities to serve these families. The Office designation complies with Seminole County's Vision 2020 Comprehensive Plan Policy FLU 5.2(B) regarding mixed commercial/residential use development by providing a transitional use between low density residential (west of the subject property) and nonresidential uses (east of the subject property).

The requested designation to Office is compatible with future land uses of surrounding areas as primarily residential planned development is located north and west of the subject property, and primarily commercial planned development is located east of the subject property. The Office designation will allow for an ease of transition between these areas. Please see below for responses to the various FLU Goals, Objectives and Policies:

Policy FLU 1.2-Flood Plain Protection:

- The proposed project site is not located in a Floor Prone or Flood Zone area.

Policy FLU 1.3-Wetland Protection:

 Morgan Environmental did not locate any wetlands on the subject property (ASC Document 070165L Appendix I).

Policy FLU 1.4-Conservation Easements:

 The proposed project site is not located within a conservation or environmentally protected area. Morgan Environmental was hired and did not locate any wetlands on the subject property (ASC Document 070165L Appendix I). In addition, Morgan Environmental did not locate any endangered or threatened species on the subject property, see ASC Document 070165L Appendix I.

Policy FLU 1.9-Historic and Archaeological Resources and National Park Services:

The proposed site is not listed as a Florida Master Site or National Park. The Florida Division of Historical Resources was consulted as to the necessary steps to address the cemetery historically located on the subject property. A copy of the letter from the Florida Division of Historical Resources is contained in ASC Document No. 070165L Appendix H which indicates that the subject property must be ground-truthed by a qualified professional archaeologist to determine the presence/absence of any burials. Panamerican Consultants Inc. ground-truthed the subject property and a copy of their report is also contained in ASC Document No. 070165L Appendix H. No identifiable human remains where recovered but intact vaults were present and elements indicative of existing coffins (decorative metal fittings and coffin nails, screws, and tabs) were discovered on the subject Panamerican recommends additional work at the subject property property. consisting of ground-penetrating radar (GPR) to insure that all of the grave shafts have been located and a literature and records search at the Presbyterian Church Archives in Philadelphia for death and burial records, see Panamerican letter in ASC Document No. 070165L Appendix H. This plan was developed in consultation with the State Historic Preservation Office. This additional work will be completed prior to any construction activities at the subject property. Bright Horizons Family Solutions will take every step necessary to assure that the cemetery is handled with the utmost respect and will be completed in conjunction with the State Historic Preservation Office. Bright Horizons Family Solutions recommends that the archeological plan (GPR and literature/records search) be included as a special condition for the rezoning and future land use of the subject property.

Policy FLU 2.3-Roadway Compatibility:

- The proposed project site is located at the intersection of Banana Lake Road and County Road 46A. At this time the proposed site is an undeveloped parcel which has seen significant growth occur in the surround area. Thu, the project site would be developed in harmony with the current setback and buffer requirements allowing for future roadway improvements. The proposed development, as seen in the submitted site plan (ASC Document 070165L Appendix B), provides an appropriate transition between residential and non-residential communities. Traffic Mr. Austin Watkins Seminole County Planning & Development Department SUPPLEMENTAL INFORMATION Small Scale Future Land Use Amendment and Rezoning Application Proposed Bright Horizons Child Care Facility Southeast Corner of Banana Lake Road and County Road 46A Parcel I.D. 06-20-30-300-0080-0000 Lake Mary, Seminole County, Florida ASC Project No. 07L1502 ASC Document No. 070215L

that would be accessing the site already travels on County Road 46A and Banana Lake Road for access to I-4. Interstate I-4 is located approximately one-half mile east of the subject property and this day care facility will efficiently use the existing infrastructure and discourage urban sprawl.

Policy FLU 2.5-Transitional Land Use:

- The proposed use of the subject property, Family Solutions/Child Care, is an appropriate transitional land use to support the residential growth that has occurred in the area. Thus, keeping in place the harmony of the area and providing a much needed service to the surrounding community.

Policy FLU 5.5-Water and Sewer Service Expansion:

 Water and sewer service is provided by the Seminole County Environmental Services Department. A water and sewer provider letter indicating capacity to serve the proposed development on the subject property is contained in ASC Document 070165L Appendix G.

Policy FLU 5.18-Protection of Residential Neighborhoods, Viable Economic Corridors and Natural Resources:

 The addition of a family solutions/child care Facility would only enhance the residential neighborhood, providing a much needed service to the community and providing additional real estate value. Additionally, the location of the proposed project serves travelers already traveling on the surround roads.

Policy FLU 6.1-Development Orders, Permits and Agreements:

- The Site Developer will seek all appropriate permits for development of the family solutions/child care facility. Additionally, the Developer will work with the County to address any applicable development orders.

Policy FLU 12.4-Relationship of Land Use to Zoning Classifications:

The proposed use of the subject property as a family solutions/child care facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow so too must the facilities to serve these families. The Office designation complies with Seminole County's Vision 2020 Comprehensive Plan Policy FLU 5.2(B) regarding mixed commercial/residential use development by providing a transitional use between low density residential (west of the subject property) and nonresidential uses (east of the subject property).

Mr. Austin Watkins Seminole County Planning & Development Department SUPPLEMENTAL INFORMATION Small Scale Future Land Use Amendment and Rezoning Application Proposed Bright Horizons Child Care Facility Southeast Corner of Banana Lake Road and County Road 46A Parcel I.D. 06-20-30-300-0080-0000 Lake Mary, Seminole County, Florida ASC Project No. 07L1502 ASC Document No. 070215L

Evaluation Criteria:

A. Weather the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property:

ASC geosciences, inc.

7 June 2007

- The subject property is currently vacant, wooded land. The subject property historically contained a church and cemetery which burned down in 1894. The subject property contains broken and vandalized tombstones from this historic cemetery. See Section 3.3 for a further archaeological discussion regarding the historic cemetery.

Bright Horizons Family Solutions is requesting amending the future land use of the subject property from Suburban Estates and Public Grave Site to Office. This land use amendment is consistent to the changing character along County Road 46A.

The Office designation will provide a low intensity land usage and the well landscaped character of the property (see site plan in **Appendix B**) will blend with the nearby residential areas north and west of the subject property. The surrounding community will appreciate the proximity of this proposed child care facility to serve families needs.

The proposed use of the subject property as a child care facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow so too must the facilities to serve these families. The Office designation complies with Seminole County's Vision 2020 Comprehensive Plan Policy FLU 5.2(B) regarding mixed commercial/residential use development by providing a transitional use between low density residential (west of the subject property) and nonresidential uses (east of the subject property).

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted level of service

- Development of the area has already occurred. The addition of this project would only provide much support of needed services by the way of family solutions.

the second second

- C. Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations
 - The project site is not located in a flood prone area. Morgan Environmental did not locate any wetlands on the subject property (Appendix I of ASC Document No. 070165L). Morgan Environmental did not locate any endangered or threatened species on the subject property (Appendix I of ASC Document No. 070165L).
- D. Whether the proposal adheres to other special provisions of law (e.g. Wekiva River Protection Act).
 - The project site does not fall within the Wekiva River Basin. Additionally, it is not immanently know of any other special provisions that exist in this area.
- E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of Land Development Code.
 - The proposed use of the subject property as a child care facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow so too must the facilities to serve these families. The Office designation complies with Seminole County's Vision 2020 Comprehensive Plan Policy FLU 5.2(B) regarding mixed commercial/residential use development by providing a transitional use between low density residential (west of the subject property) and nonresidential uses (east of the subject property).
- F. Whether the proposed use furthers the public interest by providing:
 - 1. sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site.
 - Site is already in a developed area and the proposed project provides a service needed by the surrounding community.
 - 2. Dedications or contributions in excess of Land Development Code requirements.
 - Not applicable

Mr. Austin Watkins Seminole County Planning & Development Department SUPPLEMENTAL INFORMATION Small Scale Future Land Use Amendment and Rezoning Application Proposed Bright Horizons Child Care Facility Southeast Corner of Banana Lake Road and County Road 46A Parcel I.D. 06-20-30-300-0080-0000 Lake Mary, Seminole County, Florida ASC Project No. 07L1502 ASC Document No. 070215L

3. Affordable Housing

- Not applicable

4. Economic Development

- Not applicable

5. Reduction in Transportation impacts on area-wide roads;

- Proposed project will support already occurring traffic passing by site.

6. Mass transit

- Not applicable
- 7. Whether the proposed land use designation is consistent with any applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.
 - The proposed use of the subject property as a child care facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow so too must the facilities to serve these families. The Office designation complies with Seminole County's Vision 2020 Plan FLU 5.2(B) mixed Comprehensive Policy regarding commercial/residential use development by providing a transitional use between low density residential (west of the subject property) and nonresidential uses (east of the subject property).



FLORIDA DEPARTMENT OF STATE Kurt S. Browning Secretary of State DIVISION OF HISTORICAL RESOURCES

Ms. Andrea N. Golli ASC geosciences, inc. P. O. Box 3644 Lakeland, Florida 33802

RECEIVED MAR 30 ZUUI

Re: Proposed Future Land Use Amendment for 1.58 Parcel ASC Project NO. 07L1502; ASC Document No. 070099L Seminole County / DHR Project File No. 2007-1692

Dear Ms. Golli.

According to this agency's responsibilities under Sections 163.3177 and 163.3178, *Florida Statutes*, Chapter 9J-5, *Florida Administrative Code*, and any appropriate local ordinances, we reviewed the proposed comprehensive plan amendment consisting of 1.58 acres. This small tract reportedly formerly contained a church and cemetery which burned down in 1894. The burials were reportedly relocated at some point. In 2000, a thermal imaging survey of the property was conducted to determine presence/absence of burials. A very poor copy of this report was submitted to this agency with the project information.

Consultation with several other archaeologists about thermal imaging techniques being able to determine the location of older burials revealed concerns about this technique in situations such as this. Therefore, it is the opinion of this agency that the small project area must be ground truthed by a qualified professional archaeologist to determine presence/absence of any burials. As the requirements of Chapter 872, *Florida Statutes*, must be followed if unmarked human remains are encountered, it is much more efficient to determine presence/absence prior to the commencement of project activities. The resultant survey report must conform to the specifications set forth in Chapter 1A-46, *Florida Administrative Code*, and be forwarded to this agency for comment in order to complete the process of reviewing the impact of this proposed project on historic properties.

If you have any questions concerning our comments, please do not hesitate to contact Susan Harp at (850) 245-6333. Thank you for your interest in protecting Florida's historic resources.

Sincerely,

Frederick P. Gaske, Director

500 S. Bronough Street • Tallahassee, FL 32399-0250 • http://www.flheritage.com

Director's Office (850) 245-6300 • FAX: 245-6436 C Archaeological Research (850) 245-6444 • FAX: 245-6452 ✓ Historic Preservation
 (850) 245-6333 • FAX: 245-6437

C Historical Museums (850) 245-6400 • FAX: 245-6433

Southeast Regional Office (561) 416-2115 • FAX: 416-2149 □ Northeast Regional Office (904) 825-5045 • FAX: 825-5044

Central Florida Regional Office (813) 272-3843 • FAX: 272-2340 Panamerican Consultants, Inc.

May 22, 2007

Andrea Golli ASC Geosciences c/o Bright Horizons Robert Rossi 200 Talcott Avenue S Watertown, MS 02472

Re: ASC Project No. 07L1502/DHR Project File 2007-1692 A 1.58-acre Parcel in Seminole County, Florida

Dear Andrea,

We have developed a plan, in consultation with the Florida State Archaeologist, and he has agreed on behalf of the SHPO (State Historic Preservation Officer) to support the following methodology for the completion of this undertaking. The plan we discussed for rezoning and the future land use amendment includes:

- Ground-penetrating radar (GPR) survey of the entire parcel and adjacent road right-of-way to insure all grave shafts have been located. This is a methodology accepted by the Florida SHPO.
- A literature and records search at the Presbyterian Church Archives in Philadelphia for death and burial records associated with this church cemetery.

Pursuant to our consultation it was recommended that the rezoning of this property include a special condition that these studies and the movement of any burials would be completed prior to development. The aforementioned plan must meet the state requirements (specifically the Division of Historical Resources) concerning this cemetery.

The initial survey of the above-referenced parcel was completed by Panamerican Consultants. Inc., under subcontract to ASC Geosciences. Inc., as requested by the Florida SHPO in a correspondence to Andrea Golli from Fredrick P. Gaske dated March 28, 2007. This survey led to the consultation and plan outlined above.

The plan also includes:

- Excavation and relocation of all existing burials and vaults.
- A letter to known relatives indicating that ground disturbances are planned for the site, and while it is our understanding that the graves have been moved. Bright

ALABAMA 6th Avenue East Tuscaloosa AL 35404 Phone (205) 556-3096 FAX (205) 556-1144 Janam @canamconsultants.com FLORIDA 5910 Benjamin Center Doue Suite 120 Tampa, FL 33654 Phone (\$13) 384-635 FAX (\$13) 384-5968 panamfl@mindspring.com NEW YORK 2390 Clinton Street Buffalo: NY 14227 Phone (716) 821-1650 FAX (716) 821-1607 FAX (716) 821-1607 ;ar aminy@mindspring.com

TENNESSEE 91 Tillman Street Memphis TN 38111-2711 Phone (901) 454-4735 FAX (901) 454-4736 panamtin@mindsturing.com Horizons will hire professionals to insure that if any remains are uncovered they will be respectfully placed in the new cemetery lot where the relocation has been approved.

- A funeral director being present during the moving or a portion of the moving of the burials.
- The complete excavation of all graves and any anomalies identified in the GPR survey.

The current relocation area should be sufficient for most of the burials, although some minimal additional space would be set aside for the vaults. The aforementioned plan will meet the state requirements and should be included as a special condition for the rezoning of this parcel and future land use amendment, which should be completed prior to development.

Sincerely,

Paul L. Jones, RPA Vice President and Senior Archaeologist



Cultural Resource Management Terrestrial Archaeology Maritime Archaeology Architectural History Geographic Information Systems



May 14, 2007

Robert Rossi Bright Horizons 200 Talcott Avenue S Watertown, MS 02472

Re: ASC Project No. 07L1502/DHR Project File 2007-1692 A 1.58-acre Parcel in Seminole County, Florida

Dear Andrea,

The following represents an update concerning the ground-truthing completed by Panamerican Consultants, under subcontract to ASC Geosciences, Inc. This service was requested by the Florida State Historic Preservation Officer (SHPO) in correspondence to Andrea Golli from Fredrick P. Gaske dated March 28, 2007, regarding the 1.58-acre Parcel in Seminole County, Florida. Ground-truthing was performed in two separate testing episodes using two separate methodologies. The first was the use of a metal probe to determine the presence/absence of buried resources, especially additional buried or covered vaults not identified in the thermal imaging report of June 15, 2000. Following the result of the probing survey, shovel testing and coring was completed in those areas determined to be likely grave sites. The results of the testing indicated the presence of burials. This includes decorative metal fittings (See Figure 1), brick from additional vaults, iron braces, and wood screws with wood adhering consistent with coffin hardware, portions of a glass coffin viewing window, an iron thumbscrew and numerous coffin nails, screws, and metal tabs (Figure 2).

No identifiable human remains were recovered, but the acid soils of this area would make preservation of any remains minimal. Because intact vaults are present, and significant coffin remains are evident, it appears that the assertion that the bodies were relocated at some point in the past is problematic. It is our opinion that if this relocation took place, only some remains were relocated and that at least some burials may still be in their original location. Since the individual who claimed the burials had been relocated has since died himself, we have not been able to obtain first-hand information concerning this work. Even if the information were available, the field testing indicates that there are still extant unmoved graves.

Given the likelihood of extant burials we recommend the following work be completed prior to any ground-disturbing activities:

> 5910 Benjamin Center Drive, Suite 120 Tampa, Florida 33634 Phone (813) 884-6351 Fax (813) 884-5968 Toll Free (800) 642-1008

www.panamconsultants.com

- Ground-penetrating radar (GPR) survey of the entire parcel and adjacent road right-of-way to insure all grave shafts have been located. This is a methodology accepted by the Florida SHPO.
- A literature and records search at the Presbyterian Church Archives in Philadelphia for death and burial records associated with this church cemetery. A Philadelphia-area researcher can be contracted to complete this search.

Prior to construction, the relocation of the existing burials should be completed. The current relocation area should be sufficient for most of the burials, although some minimal additional space should be set aside for the vaults. Specifically we would recommend:

- Excavation and relocation of all existing burials and vaults.
- A letter to known relatives indicating that ground disturbances are planned for the site, and while it is your understanding that the graves have been moved, you have hired professionals to insure that if any remains are uncovered they will be respectfully placed in the new cemetery lot where the relocation has been approved.
- Consider having a funeral director present during the moving or a portion or the moving. This is not legally required since they are being relocated to the same cemetery, but is relatively inexpensive and precludes any appearance of impropriety.
- Completely excavate all graves and anomalies identified in the GPR survey.

PCI has held meetings with the Florida State Archaeologist (without specifying the project location) and he has agreed on behalf of the SHPO to support this methodology for the completion of this undertaking. We look forward to assisting you with this sensitive issue and will complete the work in a timely fashion.

Sincerely,

Paul L. Jones, RPA Vice President

cc: Kelly Driscoll Andrea Golli



Panamerican Consultants, Inc.

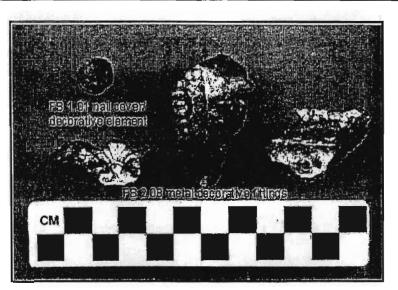


Figure 1, F.S. 2.01-2.08 Metal decorative fittings

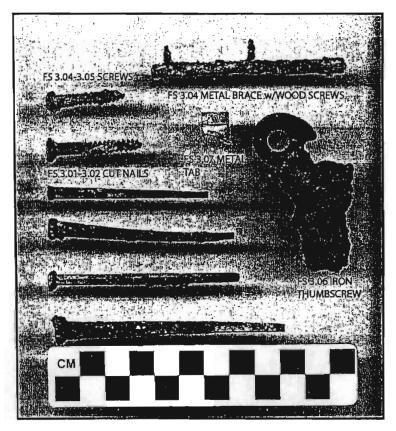


Figure 2, F.S. 3.02-3.07 Iron thumbscrew and numerous coffin nails, screws, and metal tabs



Panamerican Consultants, Inc.

Watkins, Austin

From:Tomerlin, TomSent:Monday, June 18, 2007 2:12 PMTo:Watkins, AustinSubject:FW: Rezone, DHR File No. 1692

Attachments: HumanRemainsIssues.doc

Austin,

With the state saying there is no jurisdiction, I would use some adaptation of their attached stipulation and add additional conditions as discussed with Jay. I think most of the graveyard stipulations are outlined in the consultant report included in the application.

Tom Tomerlin, Principal Planner Seminole County Government Planning Division 1101 East First Street Sanford, FL 32771 PH 407.665.7430 FX 407.665.7385

From: Harp, Susan [mailto:SHarp@dos.state.fl.us]
Sent: Friday, June 15, 2007 3:11 PM
To: Tomerlin, Tom
Subject: RE: Rezone, DHR File No. 1692

Tom - attached you will find some language which may be helpful in approving the land use amendment/zoning change. I spoke with the State Archaeologist about this situation, and he said that because it was a marked graveyard at one point, we do not take jurisdiction -- it is not treated as unmarked human remains. Nevertheless, should the need arise, we can assist in discussing alternatives in dealing with the human remains.

Please do not hesitate to contact us if you have any additional questions.

Susan M. Harp Historic Preservation Planner Division of Historical Resources R. A. Gray Building 500 S. Bronough Street Tallahassee, FL 32399-0250

(850) 245-6333

It is the opinion of the Division of Historical Resources that should this proposed land use and rezoning project be given preliminary approval to proceed with planning and development, this approval should be conditioned upon a cultural resource assessment survey being conducted to determine if human remains are present within this property. This project area must be ground truthed by a qualified professional archaeologist to determine presence/absence of any burials. Once the field work has been conducted and the results known, a report, meeting the standards of Chapter 1A-46, *Florida Administrative Code*, should be submitted to this agency for review. Should human remains be encountered, further consultation with the agency should occur prior to any project related land clearing or ground disturbing activities in order to provide further recommendations.

MINUTES FOR THE SEMINOLE COUNTY LAND PLANNING AGENCY PLANNING AND ZONING COMMISSION JULY 11, 2007

Members present: Matthew Brown, Dudley Bates, Ben Tucker, Melanie Chase, Walt Eismann, Kim Day, and Rob Wolf.

Also present: Tina Williamson, Acting Planning Manager; Dori DeBord, Director of Planning and Development; Herman Wright, Principal Coordinator; Austin Watkins, Planner; Amy Stevenson, Planner; Kathleen Furey Tran, Assistant County Attorney; Brian Potts, Development Review Manager; and Candace Lindlaw-Hudson, Clerk to the Commission.

Bright Horizons Day Care Small Scale Land Use Amendment and Rezone; Bright Horizons Family Solutions / Robert Rossi, applicant; 1.58± acres; Small Scale Land Use Amendment (SSLUA) from SE (Suburban Estates) and PUB (Public) to OFF (Office) and Rezone from A-1 (Agriculture) to Planned Unit Development (PUD); located on the southeast corner of Banana Lake Road and CR 46A. (Z2007-33 / 08-07SS.01)

Commissioner Carey – District 5 Austin Watkins, Planner

Austin Watkins introduced the application stating that this is an infill parcel between three large PUDs. The applicant is proposing a daycare center for approximately 150 children in a 24,570 square foot facility. According to the Seminole County Comprehensive Plan, the requested land use is an appropriate transitional use.

The property contains the historic Paola Cemetery that was part of the Presbyterian Church that burned down in the late 1800s.

Conditions of the development order include: The project shall have a maximum allowable building square footage of 24,570 square feet; Daycare and professional offices shall be the only permitted uses.

All activities shall occur in accordance with Florida Statutes for the removal or relocation of human remains or associated items. The applicant must complete a cultural resource assessment survey and ground-penetrating radar to determine if human remains are present within this property consistent with the Florida Department of State, Division of Historical Resources.

A. The existing Paola Cemetery shall not be reduced in size.

B. Pedestrian ingress-egress shall be provided from Banana Lake Road to the Paola Cemetery with a mulch path or sidewalk located within the buffer and a sidewalk or mulch path shall be provided connecting the parking area to the sidewalk or mulch path to the Paola Cemetery.

The applicant shall provide one parking space for every full-time employee and at least one parking space for every 20 children. Lighting shall not exceed 16 feet in height and shall be in the shoe-box cut-off style with no more than 0.25 footcandles of spillage on adjacent properties.

The setbacks shall be as follows:

North: 25' South: 25' East: 10' West: 10'

The buffers shall be as follows: North: 10 foot landscaped buffer with 4 canopy trees every 100 feet; South: 10 foot landscaped buffer with 8 canopy trees per 100 feet and a 6 foot masonry wall to the west edge of the Paola Cemetery then a 5 foot landscaped buffer with 4 canopy trees every 100 feet for the duration of Paola Cemetery and then a 10 foot landscaped buffer east of Paola Cemetery with 4 canopy trees every 100 feet. To the East: 10 foot landscaped buffer with 4 canopy trees every 100 feet. 10 foot landscaped buffer with 4 canopy trees every 100 feet. 10 foot landscaped buffer with 4 canopy trees every 100 feet.

Parking areas shall comply with the Lake Mary Boulevard Gateway Corridor Overlay District standards.

Mr. Watkins said that staff recommends approval of a Small Scale Land Use Amendment from PUB (Public) and SE (Suburban Estates) to OFF (Office) and a Rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.61 \pm acres located at the southeast corner of the intersection of Banana Lake Road and CR 46A, and recommend approval of the attached Preliminary Master Plan and Development Order, based on staff findings

Jay Saxena represented Bright Horizons. He said that he is proposing a child learning and development center.

Teresa Illich made a short presentation on the role of Bright Horizons. She stated that 166 children are projected for this site, ranging in age from 12 months to Pre-K. The center will use 12,000 square feet of the proposed facility. She said that Lake Mary has a gap of 3,000 child care spaces. There are currently 1922 homes under development and over 300 being built in Lake Mary.

Jay Saxena stated that he has approached the state with thermal imaging as to what was found on the site. His consultant, Pan American Archeological Consultants, is working with the State Division of Historical Resources.

Herbert Zischkau spoke on behalf of the Banana Lake owners. He put a diagram of the graveyard on the overhead projector. The diagram indicated the location of burial markers as of June 29, 1998. He stated that there were above ground vaults and vertical burial markers within the center of the property. Mr. Zischkau said that timing was important. Zoning should wait until the property is no longer a cemetery. Part of the due diligence is ground truthing. The reports on the ground truthing do not mention the weathered human bones laying on the ground near the broken tombstones. Anyone doing the ground surveys should have mentioned the bones. The developer has not identified the location of the human remains. Mr. Zischkau urged that the identification of the human remains be done prior to the rezoning, not after. He stated that the present owner, Ms. Frolich, has permitted desecration of the graves during her ownership. During the period of 1998 to 2000, her husband desecrated the gravesite with a backhoe. Bright Horizons design shows buildings 1, 2, 5, and 3 as well as the dry retention area, are to be located where many of the grave markers previously observed by neighbors were located. He showed a comparison of the current proposed site plan covering the areas of the old site survey that he made in 1998. County staff has expressed concern that many of the graves may be located within the proposed dry retention area. The current site plan reflects a fake burial location. It is an arrangement of tombstones moved from the grave sites to a small area in the southeast corner and fenced in. These tombstones had previously been located on the graves in the center of the graveyard. By granting the rezoning tonight. Seminole County is giving up the power to protect the graves until they can be respectfully and accurately relocated. Seminole County has the statutory power to protect the graves. By denying the request without prejudice the board will assure that the Seminole County Planning Staff will be able be sure that the graves are identified and relocated properly. Also, Mr. Zischkau stated that the traffic study of the area was inadequate. There should be a traffic light at the intersection. The current blinker is not adequate for the task. The developer should put in the light and turning lanes for the traffic.

Cindy Crane said that she has watched the cemetery deteriorate. Ownership was unclear at times. Part of the cemetery was taken for the development of CR 46A. Prior to the road project, Ms. Crane said that she had seen 2 large above ground vaults located in the middle of the property. These graves disappeared. To remove them would have been a difficult task. Also, thermal imaging will not show old remains, in the ground for 100 years. There are statutes which spell out the steps that must be taken for site analysis and location of the graves. Such an undertaking is approximately \$21,000. Cost for removal and reburial is \$140,000. Time required to complete all of the mandated activities could be up to three years. She read a letter from her daughter which described the grave yard's condition and layout many years ago. It had a circular feature in the middle with a statue or fountain, with paths radiating out from the center like a wagon wheel, with graves arranged along the radiating paths. There were several headstones, probably 15 in all. She opposed the project and requested denial of the application.

Janice Springfield has lived in the neighborhood since 1964. She stated that the tombstones were moved over to the southeast corner almost overnight. The graves are still in their original location, even though someone has moved the markers to the current location.

Paul Andrews stated that he lives 300 feet from the cemetery and he is a certified forensic specialist. He stated that the site was bulldozed. The markers were moved to the site they are in now to appease the local people. Mr. Frolich wanted to sell the property. He read from the Land Development Code parts of the Planned Unit Development regulations. He stated that there is no commercial use in the area. There are lots of other sites already zoned for this use.

Michael Dale read a letter from Florida author and historian Charlie Carlson who has family buried in the cemetery. Mr. Carlson was unable to attend tonight's meeting and sent a letter by e-mail to be read at the meeting. Mr. Carlson said that the cemetery began as the Wiser Family Cemetery and was later called the Paola Churchvard Cemetery. In more recent times it has been called the Banana Lake Cemetery. Mr. Carlson has written about the cemetery in several of his books. Mr. Carlson said that he has discussed the false graveyard on this site on his radio show. He noted the moving of the markers to create the false cemetery. Only about half the graves had stone or metal markers. The rest had unreadable wooden markers or were simple depressions in the ground. Mr. Carlson noted in his letter that he maternal great - great grandparents, Ebenizer and Rebecca Metz are buried there. Their graves were marked with a single headstone and were located near the center of the cemetery. Mr. Carlson stated that he suspects that the marker was deliberately removed. Their son, Elias Metz, is also buried there. His great - grandmother Maraguita Victoria Metz and her husband William Charles Hawkins also rest there in well-marked graves. These relatives are shown on census records as residing in Paola prior to 1900. Mr. Carlson wanted it on record that he has personal knowledge of his ancestors being buried in the cemetery.

Janis Ferrell said that she works in the title research. She quoted from Florida Statutes which required provision of ingress and egress to the grave for visitation and read provision for maintenance of the cemetery by the owner, or if abandoned, the descendents of those buried there may provide maintenance. Ms. Ferrell said that with such title encumbrances, an owner would never be able to get insurance on the property. She also said that there was a fake cemetery there. The remains were never moved when the stone were moved. Back in 1999 Mr. Frolich hired a firm to do a thermal imaging on the site. Only 3 graves

were found by the thermal imaging. Ms. Ferrell talked to a thermal specialist. He stated that graves that old (over 100 years) would not give off any heat and would not show up on such a study. Ms. Ferrell said that the markers were moved. She observed earth moving equipment in the graveyard. No remains were moved. She has had estimates of up to 80 people buried there. She said that she has lived in the area of 30 years. Commercial zoning in the area will spoil the area.

Mark Herrmann of 834 Banana Lake Road read a list of 19 names of people buried in the Paola Cemetery that can be validated: Edna Gray Buchanan, William B. Buchanan, Corinne Doggart, Caroline Durigo, R. Sullen, Mary Ann Johnson, Charles W. Johnson, Frederick Randolph Moonson, Myra B. Boonson, (first name unknown) Moonson, Sarah Robertson, George Seltzer, Marie Seymour, Loman Tenny, Matilda M. Patton, Finjin, George Scott, Ebenezer Metz, and Rebecca Metz. He said that the dead should be honored.

Elissa Mackintosh was opposed to the request.

Blaine Darrah said that he hopes the applicant has heard enough tonight to withdraw the application. Practically, he noted the requested 21,000 square feet of buildings and that the applicant is going to use 12,000 square feet for the learning center. Mr. Darrah also pointed to the 166 students that would go there and the traffic generated by drop off and pick up of each student. The application cited 105 trips. He cited the setback and buffer situation with adjacent developments. This application will have no wall, with a 10-foot buffer. The parking lot will be apparent from the road. It should at least have a 6-foot brick wall around the parking lot, as was done in the other developments, with canopy trees and a sidewalk. He requests that the developer withdraw the application and that the graveyard be left in peace.

Jay Saxena stated that no one has addressed how to restore dignity to the site. The only way to do that is to do ground penetrating radar and then work with the state to restore dignity. If relocating the graves to the site indicated on the plan would be an answer, he will do it. The remains will continue to be disrespected without development. Traffic concerns will be addressed at the time of development. The design process will follow the development order which requires certain things be done with the graves. Mr. Saxena said that he has begun to work with the state of Florida by submitting the thermal imaging report to the state. Florida said to do ground proofing, which has been done. The next step, according to the State, is ground proofing and records research. He is not familiar with what happened in 1999 with the 1999 7-11 application. He has submitted a concept plan. His proposal is a service to the community.

Commissioner Bates asked if there was enough room on the site to serve the relocation of up to 60 graves, or would there be room for only a few, perhaps 10 or 12.

Mr. Saxena said Bright Horizons does not own the property. The room would be provided in the final design plan.

Commissioner Tucker asked what has to be relocated.

James Ambersino of Pan American Consultants, Inc. is a senior archeologist. He will move bones, coffins, and other remains in consultation with the state archeologist. Unidentified graves may be moved as a group and remains interred in a mass grave.

Commissioner Tucker asked how large a piece of land would be needed for 80 graves to be moved.

Mr. Ambersino did not know the answer to that.

Commissioner Brown asked Austin Watkins about the current dimensions of the cemetery as depicted on the site plan submitted.

Mr. Watkins stated that the current fenced-in cemetery, whether fake or not, was approximately 7 feet long by 5 feet wide, with the fence.

Commissioner Tucker asked if the church that burned down was within the 1.5acre site.

Mr. Watkins said it was there, but no remains are apparent today.

Commissioner Brown commented on the fact that some older cemeteries have been adopted by groups and restored.

Commissioner Tucker asked what uses can be done under the current zoning.

Mr. Watkins said that currently, agricultural and single family residential use is allowed, as well as special exception uses. A daycare is allowed on the property with a special exception, but a small scale land use amendment would be required because of the public land use on the property now.

Tina Williamson said that the public future land use applies to the southern end of the property. A single-family house could be put on the portion that does not have the PUB (Public Lands) future land use. One would need a minimum of one acre of net-buildable land.

Commissioner Tucker asked if one acre could be used without the relocation process.

Ms. Williamson said that the survey would have to be conducted first, in all cases.

Commissioner Tucker said that there seems to be no allowable use as the property is today except a cemetery. He asked Ms. Furey-Tran if this is equivalent to a taking?

Ms. Furey-Tran said that she would not call it a taking since it has a use right now and that the owner knew the use when the property was purchased.

Commissioner Brown said that one may look at this as an opportunity to restore dignity to the grave site.

Commissioner Day said that 1.6 acres does not provide enough space to develop a 12,000 square foot building and to move the graves onto reallocated ground. They will have to purchase off-site property to move the graves. They are a profit-making company and that would not pay.

Commissioner Wolf said that the applicant could do the study with ground penetrating radar and find out that there are too many issues there and just abandon it at that point.

Commissioner Brown asked rhetorically who would want to spend \$20,000. to investigate a piece of property that they don't own.

Commissioner Bates said that this, if approved, would provide an opportunity to study the gravesites. If there are a lot of graves, there will not be enough room to relocate and therefore the project would not be pursued. Everything would have to be according to the law and be monitored.

Commissioner Wolf agreed that it would take care of an inventory of the graves to act as a baseline. Would we then leave the land alone as it is?

Commissioner Eismann said that he was torn on this issue. It is a matter of trust. The residents have been lied to in the past. Is this going to be above board?

Commissioner Tucker said that this current applicant is not a fault for the past. What are the developable alternatives? It is not the role of the county residents to take over the care of the graveyard.

Commissioner Wolf asked if the County would be given a copy of the finalized survey of the property once the study is finished.

Mr. Watkins said that the copy would be given to the County at the time of Final Master Plan approval.

Commissioner Brown said that is far down the road. He asked the applicant if anything further would be done about the ground penetrating radar study between now and the time of the BCC hearing.

Jay Saxena said that he is seeking proposals from the consultant to get cost estimates for ground penetrating radar and records research. He will do it as fast as possible.

Commissioner Eismann asked if a state representative is present at the time of the ground penetrating radar test.

Mr. Ambersino said that there would not be a representative of the state; it could be requested.

Commissioner Wolf asked how accuracy could be assured. It is more than a matter of trust.

Mr. Ambersino said that would be an ethics violation for him as a professional archeologist.

Commissioner Brown asked if the 19 certified graves were moved and properly treated, would the neighbors find that acceptable?

Ms. Williamson said that in this instance the site uses are limited to daycare and professional office use only.

The neighbors complained about the traffic.

Commissioner Wolf asked if the study could be submitted to the County upon completion.

Mr. Watkins said that he could make that a condition of the development order.

Commissioner Tucker made a motion to recommend approval as per staff recommendations.

Commissioner Bates seconded the motion.

Commissioner Day asked if the office use could be removed from the permitted uses list.

Commissioners Tucker and Bates accepted the limited use to be only a daycare.

Commissioner Wolf wanted the submission of the completed ground survey to Seminole County to be part of the Development Order.

Commissioners Tucker and Bates accepted that as a condition of the approval also.

The vote was 7 - 0 to pass the motion and its amendments.

Watkins, Austin

| From: | DeBord, Dori |
|-------|-------------------------------|
| Sent: | Monday, July 16, 2007 2:37 PM |
| То: | Watkins, Austin |
| Cc: | Williamson, Tina |
| | |

Subject: FW: Lake Mary Cemetery

FYI for the file.

Dori DeBord, AICP Planning & Development Director Office: (407) 665-7397 E-mail: ddebord@seminolecountyfl.gov

From: Endicott, Helen Sent: Monday, July 16, 2007 12:44 PM To: DeBord, Dori Subject: FW: Lake Mary Cemetery

From: Heather [mailto:holson@cfl.rr.com] Sent: Saturday, July 14, 2007 4:28 PM To: Endicott, Helen Subject: Lake Mary Cemetery

Hello,

My name is Heather Olson. I'm a resident of Casselberry, FL. I recently saw a news story that left me really disturbed. It involved a cemetery being torn down and "moved" to make way for a daycare. I am completely repulsed that anyone would want to do that. I am the secretary of a non-profit organization called the International Association of Cemetery Preservationists, Inc. We adopt cemeteries that time and people have forgotten. We have 5 cemeteries we take care of in the Central Florida area and are always looking to help more. There is absolutely no reason for this company to build on this land. There are plenty of vacant buildings in the Central Florida area for their daycare (one of the thousands). The people buried in that cemetery are a part of the history of Seminole County. They deserve respect and I don't think they are getting it. If there is anything you can do to help this situation, please do so. If not, let me know what my company can do or forward my message on to someone who will help.

Thank-You for all of your help, Heather Olson Secretary, IACP, Inc. holson@cfl.rr.com

SUBJECT: E. Semoran Blvd./Snowball Dental Lab Rezone RP to RP

DEPARTMENT: Planning and Development DIVISION: Planning

AUTHORIZED BY: Dori DeBord CONTACT: Herman Wright EXT: 7353

MOTION/RECOMMENDATION:

1. APPROVE the request for a rezone from RP (Residential Professional) to RP (Residential Professional) on 0.47+/- acres, located on the corner of State Road 436 and Avery Lane, based on staff findings and authorize the Chariman to execute the rezone ordinance and Approval Development Order (Mostafa Howeedy, applicant); or

2. DENY the request for a rezone from RP (Residential Professional) to RP (Residential Professional) on 0.47 +/- acres, located on the corner of State Road 436 and Avery Lane and authorize the Chairman to execute the Denial Development Order (Mostafa Howeedy, applicant); or

3. CONTINUE the item to a time and date certain

District 3 Dick Van Der Weide

Herman Wright

BACKGROUND:

The applicant, Mostafa Howeedy, is requesting a rezone from RP to RP in order to modify the existing site to construct an additional building. The proposed use of the addition is a dental lab. The Future Land Use Designation of the subject property is Office, which allows the requested zoning district.

STAFF RECOMMENDATION:

Staff recommends approval for the request to rezone from RP (Residential Professional) to RP (Residential Professional) on 0.47+/- acres, located on the corner of State Road 436 and Avery Lane.

Item **# 41**

Additionally Reviewed By: No additional reviews